

GENERAL TERMS AND CONDITIONS

Unless otherwise defined or the context otherwise requires, capitalised terms used in the Agreement shall have the following meaning:

Affiliate means any Person or legal entity which, whether through ownership or otherwise, Controls, is Controlled by, is under common Control with, or which is managed by a Party (or, if the context so requires, a Person in question).

Agreement means an Order, these T&Cs, the applicable Service Description(s), the data processing agreement, the standard contractual clauses, and any applicable Product Terms.

Charges means the charges for the Services and Solutions set forth in the Order.

Clause means any clauses in the Agreement.

Commencement Date means the date when Supplier makes the Solution(s) and the Services available to Customer as set out in the Order.

Confidential Information has the meaning ascribed to it in Clause 22.

Control with respect to any Person (the "Relevant Person"), the power or ability (directly or indirectly) to direct the affairs of that Relevant Person (whether by means of ownership, contract or otherwise), and **Controlled** and **Controlling** will be construed accordingly, provided that in any event, any person that (i) owns directly or indirectly securities having more than 50% of the voting power for the election or removal of directors (or other equivalent governing body) of that Relevant Person or that (ii) holds beneficially more than 50% of the ownership interests of that Relevant Person shall, in either such case, be deemed to Control that Relevant Person.

Customer has the meaning ascribed in the Order.

Customer Data means all data which Customer has provided to Supplier, including provided for the use by, in, or in relation to the Solutions or the Services, in each case regardless of whether provided or generated before or after the conclusion of the Agreement. For the avoidance of doubt, to the same extent, such Customer Data shall also include any Customer Intellectual Property Rights incorporated or embedded therein.

Data Protection Laws means (a) relevant United States privacy laws, including the California Consumer Privacy Act; and (b) the EU General Data Protection Regulation (2016/679).

Effective Date has the meaning ascribed in the Clause 17.1.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence, efficiency, foresight and timeliness which would be expected from a proper qualified and competent person or organization within the relevant industry or business sector.

Intellectual Property Rights means (i) industrial and intellectual property rights throughout the world, including all copyrights, mask works, moral rights, rights affording protection similar to copyright, rights in databases, letters patents, patent rights, utility models, and rights in inventions, semi-conductor topography rights, trade marks, trade dress, rights in internet domain names and website addresses and other rights in trade names, registered designs, design rights, know-how, trade secrets and other rights in confidential information, including under marketing legislation, (ii) applications for registration, and the right to apply for registration, for any of the rights listed in item (i) whether or not registered or registerable, including all granted registrations and all applications for registration, in any country or jurisdiction, and (iii) all other rights having equivalent or similar effect in any relevant country or jurisdiction in the world.

Order means the written order governing Customer's subscription to the Solution(s) and Services.

Parties means Customer and Supplier collectively.

Party means either Customer or Supplier.

Person means any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).

Personal Data any information considered "personal data," "personal information," "personally identifiable information," or any similar terms under applicable Data Protection Laws..

Product Terms means any specific terms related to a specific Solution (and related Services) provided by Supplier to Customer (as updated from time to time by Supplier).

Services means Supplier's services set out in the Service Description(s) provided by Supplier under the Agreement, including Customer's right to access and use the Solutions.

Service Description means Supplier's service description linked to in the Order.

Solution(s) means Supplier's solutions Customer has subscribed to under the Order, including any add-on modules to such Solutions which Customer has subscribed to.

Supplier means Clearlynx LLC.

Term means, collectively, the initial term of the Agreement and any subsequent renewal terms.

T&C means these general terms and conditions.

1 SCOPE OF THE AGREEMENT AND ORDERING

1.1 Supplier shall provide Customer with access to the Solutions and deliver the Services to Customer as set out in the Order and in accordance with the terms and conditions of the Agreement.

1.2 The Solutions and Services shall be supplied in accordance with Good Industry Practice.

1.3 To the extent Customer wishes to purchase additional services or subscribe to other solutions delivered by Supplier, the Parties shall enter into a new agreement governing such additional purchase.

1.4 Customer's subscription to the Solution(s) and Services shall be governed by the terms and conditions of these T&Cs, unless deviated from or supplemented in the Order or in the Product Terms.

2 CUSTOMER'S ACCESS AND RIGHTS TO USE THE SOLUTIONS

2.1 Unless stated otherwise in the Order, and in accordance with the terms and conditions of the Agreement, Supplier, in consideration for the Charges, hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, non-sublicensable, revocable, worldwide right and license to access the Solutions and use the Services during the Term solely for Customer's and its Affiliate's internal business purposes and in accordance with the Agreement and subject to any restrictions and limitations otherwise set out in the Order or Product Terms.

2.2 Customer may freely increase its amount of use of the Solutions and Services in exchange for increased Charges, as set out in the Order.

2.3 Customer, on behalf of itself and its Affiliates, acknowledges and agrees that it and they will not use the Solutions or Services to form part of a service bureau or outsourcing an offering by Customer or its Affiliates to third parties.

2.4 In order to make use of the Solutions and Services, Customer acknowledges and agrees that it must provide the data pertaining to the relevant Solution or Service and comply with the technical requirements for the relevant Solution or Service. The necessary data and technical requirements as of the Effective Date are set out in the applicable Product Terms. Supplier is not liable for any failure to provide the Solutions or Services which results from Customer's failure to comply with the data and technical requirements.

2.5 Customer and its Affiliates shall not, and Customer represents and warrants that it and its Affiliates will not:

(i) sell, resell, distribute, rent or lease the Solutions or Services or use the Solutions or Services for the benefit of any Person other than Customer and its Affiliates;

(ii) use the Solutions to store or transmit infringing, misappropriating, libellous or otherwise unlawful or tortious material;

(iii) use the Solutions or Services in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding export of data or software to and from the US or other countries);

(iv) use the Solutions to store or transmit any material in violation of any third-party rights;

(v) interfere with or disrupt the integrity or performance of any Solution, Service or third-party data contained therein;

(vi) take any actions that affect Supplier's right, title or interest in the Solutions or Services;

(vii) give access to the Solutions or Services to any third party without Supplier's prior written consent;

(viii) remove, alter or obscure, any proprietary notices and licenses on the Solutions or Services;

(ix) separate or uncouple any portions of the Solutions or Services, in whole or in part, from any other portions thereof; and

(x) modify, create derivative works of, reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats, programming interfaces of or other works from, or analyze to determine their composition or physical structure or perform destructive testing on, the Solutions or Services by any means whatsoever, without the prior written approval of Supplier, save as permitted by applicable law.

2.6 Supplier may suspend Customer's access to the Solution and Services, with or without notice, at any time if, Supplier in its reasonable opinion believes that Customer or its users have violated any provision in the Agreement, including if Customer has not paid the Charges.

3 DEVELOPMENT, MAINTENANCE AND TECHNICAL SUPPORT

3.1 The Services are described in the Service Description and Product Terms.

3.2 Regardless of any further development, Supplier will in all material respects maintain the existing core functionality of the Solutions as of the Effective Date.

3.3 Customer may propose changes to a Solution and/or Services, including development of new functionality, however, any changes to or development of a Solution or Services shall be at Supplier's sole discretion. Unless otherwise agreed in writing, Customer hereby irrevocably assigns free of charge to Supplier all right, title and interest in and to all Intellectual Property Rights and other rights, title and interest in such proposed changes to the Solutions and/or Services.

3.4 The Solutions will automatically be updated by Supplier at no additional charges when new versions, updates, service packs, releases or hot-fixes are available, thus Customer will always be upgraded to the latest version of the applicable Solution without prior notice and without consent (One Version Policy). Such new versions, updates, etc. will be subject to the terms and conditions of the Agreement and considered an integrated part of the applicable Solution. However, see also Clause 3.5.

3.5 Supplier may develop new modules or products, which, at Supplier's sole discretion, may be separately marketed and priced, and which are not part of the Solutions or Services already purchased by Customer under the Order.

3.6 Supplier may amend the Product Terms (e.g. in case of changes to a Solution or Service) and such amendments will become binding upon Customer upon receiving notice from Supplier. In case of amendments to the disadvantage of Customer, Supplier will provide prior written notice to Customer and Customer shall be entitled to terminate the applicable Solution or Service for convenience with immediate effect within 30 days following Customer's receipt of such notice, if no notice of termination by Customer is received (by Supplier) within such 30 days, the amendments shall become binding upon Customer.

3.7 Supplier shall as part of the Services maintain and, at Customer's request, provide to Customer, a back-up of any and all Customer Data and other data in the Solutions required for Customer's continuation of business, including in the event of disaster recovery.

4 USE OF SUB-SUPPLIERS

4.1 Supplier may subcontract all or part of the Services without Customer's prior written consent. Furthermore, Supplier may change a sub-supplier without obtaining Customer's approval.

4.2 The subcontracting will not relieve Supplier of its obligations under the Agreement. Supplier shall be responsible for all acts and omissions of its sub-suppliers as if they were Supplier's own.

4.3 Notwithstanding Clause 4.2, to the extent Supplier uses material sub-suppliers, (e.g. to provide cloud infrastructure services), the liability caused by use of such material sub-suppliers' shall be subject to the limitations set out in the terms and conditions of the material sub-suppliers. Supplier shall pass through to Customer any compensation received under warranties and indemnities offered by the material sub-supplier. If more customers have been affected, such compensation shall be distributed between the affected customers. Material sub-suppliers are set out in the Product Terms or the Service Description (as updated from time to time).

5 CONSULTANCY SERVICES

5.1 Customer may request changes to a Solution and/or Services, including development of new functionality, however, any changes to or development of a Solution or Services shall be at Supplier's sole discretion. Such development shall be described and agreed in a separate statement of work entered into between the Parties governing such consultancy services. When such changes to a Solution or Service is released in accordance with the applicable statement of work, the changes will form an integrate part of the applicable Solution or Service and will be governed by the terms and conditions of these T&C, unless explicitly

deviated from or supplemented in such statement of work.

5.2 As between the Parties, Supplier reserves all right, title and interest in and to all Intellectual Property Rights and other rights, title and interest in such developments, improvements, design contributions or derivative works thereto and such may, at Supplier's sole discretion, be made generally available in the Solutions (to other customers), at no additional charges or separately marketed and priced.

5.3 Any additional consultancy services to be delivered by Supplier will be performed on a time and material basis and subject to Supplier's applicable hourly rates. Supplier's standard consultancy terms and conditions shall apply to such services.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Parties, Supplier reserves all right, title and interest in and to all Intellectual Property Rights and other rights, title and interest in the Solutions and Services, any improvements, design contributions or derivative works thereto and all data generated by the use of the Solutions and Services.

6.2 In case third-party software or data is incorporated into the Solutions or Services by Supplier, the third-party's terms relating to such third-party software or data will apply to such third-party software or data. It is Customer's responsibility to ensure it complies with such third-party terms. If Supplier's agreement with any third-party software or data provider is terminated (i.e. also third-party providers not listed in the Agreement), Supplier shall endeavor to replace the third-party provider with a provider of similar third-party data or software. If Supplier cannot replace the third-party provider and such third-party data or software is material for Customer's use of a Solution or Service, Customer shall be entitled to terminate such Solution or Service for convenience with immediate effect.

6.3 Customer hereby grants Supplier and Supplier's Affiliates a non-exclusive, perpetual, irrevocable, transferrable, sublicenseable, royalty-free, fully-paid, worldwide right and license, as of the Effective Date, to all Customer Data, for each of Supplier and its Affiliates to use and otherwise exploit in any manner they see fit; provided, however, Supplier and its Affiliates may only disclose such Customer Data to third parties, if such Customer Data is anonymized beforehand. Save as set out in the Agreement Customer waives absolutely and irrevocably against Supplier and its Affiliates any and all rights, objections or claims, including any Intellectual Property Rights, relating to Supplier and its Affiliates' use of Customer Data in accordance with this Clause 6. For the purposes of this Clause, Affiliates of Supplier shall only comprise ZeroNorth A/S and its direct and indirect downstream Affiliates.

6.4 Notwithstanding Clause 6.3, Customer hereby grants Supplier and Supplier's Affiliates an exclusive, irrevocable, transferable, sublicenseable, royalty-free, fully-

paid, worldwide right and license, as of the Effective Date, to all Customer Data, for Supplier and Supplier's Affiliates to use and otherwise exploit in any manner they see fit within Supplier's and Supplier's Affiliates' field of use during the Term and for a period of three (3) years following the Term provided, however, Supplier and Supplier's Affiliates may only disclose such Customer Data to third parties, if such Customer Data is anonymized beforehand. For the avoidance of doubt, this provision shall not limit Customer's right to subscribe to third-party solutions similar to the Solutions and Services.

6.5 Notwithstanding Clause 6.3, in case Customer has provided Customer Data not owned by Customer, Customer shall notify Supplier of such ownership issue and procure the rights necessary to grant the license granted in Clause 6.3.

7 COMPLIANCE WITH LAWS

7.1 Supplier shall comply with mandatory regulatory requirements under applicable law generally applicable to Supplier as an IT provider.

7.2 Customer shall be responsible for ensuring compliance with any local or industry specific regulatory requirements and for informing Supplier of any such requirements and how to implement them in the Solutions and Services, if required. However, Supplier is not obliged to implement such local or industry specific regulatory requirements in the Solutions or Services.

8 SANCTIONS

8.1 Each Party will comply with any (trade) sanction laws applicable and, in particular any law enforced by the US, the United Kingdom, Denmark and/or the EU.

8.2 A Party shall be entitled to terminate the Agreement with immediate effect in the event that the Agreement will place such Party in non-compliance with any (trade) sanction laws applicable and, in particular any laws enforced by the US, the United Kingdom, Denmark and/or the EU.

9 DATA PROTECTION AND SECURITY

9.1 If Supplier shall process Personal Data on behalf of Customer, the Parties shall enter into a data processing agreement. To the extent applicable, Supplier will at all times comply with all applicable Data Protection Laws, in relation to all Personal Data to which it has access in the course of performing its obligations under the Agreement.

9.2 The level and extent of IT security measures shall comply with Good Industry Practice and applicable regulatory requirements.

10 AUDIT

10.1 Supplier may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the Solutions and Services comply with the terms of the Agreement. Customer shall provide all reasonable information and assistance requested by Supplier.

10.2 In the event that Customer's use of a Solution or a Service is in violation of the Agreement, e.g. misuse of the license keys, Customer shall immediately settle underpayment on the basis of the current Charges and Customer shall pay all reasonable expenses incurred by Supplier related to such audit. In addition, Supplier is entitled to claim additional losses and damages recoverable under law.

11 CHARGES

11.1 The Charges for Customer's subscription to Solutions or Services are specified in the Order.

11.2 Supplier reserves the right to change or modify the Charges upon 45 days prior written notice to Customer. Customer's continued use of the Solutions and Services after the expiration of the 45 days following Customer's receipt of such notice shall constitute Customer's acceptance of and agreement to be bound by Suppliers modified Charges for the Solutions and Services.

12 PAYMENT

12.1 Charges for Solutions and Services will be invoiced as set out in the Order. In the absence of such regulation, invoicing will take place in arrears based on Charges incurred in the preceding quarter.

12.2 Payment must take place no later than current month + thirty (30) days after Customer has received the invoice.

12.3 In case of delayed payment, Supplier is entitled to interest at the rate of 1.5 % per commenced month on the outstanding amount from the due date until the date of payment.

12.4 All Charges are exclusive of VAT and shall be paid in U.S. Dollars, except as otherwise stated in the Order.

12.5 Customer is responsible for any local usage, valued added, or other tax levied by a taxing authority with jurisdiction over Customer. Fees paid to Supplier are exclusive of any such taxes and Supplier shall have no obligation to calculate or pay any such fees for which Customer may be liable, provided however, that Supplier may charge Customer sales tax for any goods or services and in any jurisdiction in which Supplier is obligated to do so.

13 WARRANTIES

13.1 During the Term, Supplier warrants that:

- (i) it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under the Agreement; and
- (ii) Supplier complies with law applicable to Supplier.

13.2 The warranties above do not apply to defects or errors which are results of deliverables from Customer or third parties for which Customer is responsible.

13.3 Supplier shall at its expense remedy any breach of the warranties in Clause 13.1 in accordance with the maintenance requirements set out in Clause 3.

14 LIABILITY

14.1 Except for breaches of Clauses 2.3, 2.5, 8, 15, and 22, the aggregate liability of

a Party under the Agreement shall in no event exceed an amount equal to 100 % of the total Charges paid by Customer in the twelve (12) months period preceding the date of the first claim made for the Solution (including Services) in question. If the Agreement has not been in force twelve (12) months at the time of occurrence of the breach for which the first claim is made, the "total Charges" shall be deemed to include all Charges paid for the actual period lapsed for such Solution and multiplied with a factor to correspond to a twelve (12) month period. The above limitation of liability shall not apply to Charges payable by Customer.

14.2 The limitation of liability will apply to any and all liability irrespective of the basis of liability, i.e. damages, proportionate reduction, penalties, and indemnity.

14.3 Except for breaches of Clauses 2.3, 2.5, 8, 15, and 22, the Parties shall not be liable for indirect losses or consequential damages of any kind, including, but not limited to, loss of profits, loss of business or revenue, loss of goodwill or data, or loss related to processing of Personal Data unless otherwise provided in the Agreement.

14.4 The Parties agree that any damage and loss incurred by a Party due to liability arising from (i) fraudulent misrepresentation, willful misconduct or gross negligence, or (ii) personal death or bodily injury shall not be limited in any way by Clauses 14.1 and 14.3 or by any other Clause of the Agreement, except for Clause 16.

15 INDEMNIFICATION

15.1 A Party shall indemnify the other Party or its Affiliates in respect of fines, penalties, damages awarded or any settlement amount agreed and reasonable legal and other professional fees and any other documented cost incurred by or awarded against the relevant Party in connection with (i) a third-party claim relating to infringement of third-party intellectual property or other rights, including patents and copyrights with respect to hardware, software and other material provided by or through the other Party under the Agreement and (ii) breach of the confidentiality obligations in Clause 22.

15.2 The obligations under this Clause 15 in relation to third-party claims are conditional upon (a) the Party against whom a third-party claim is brought timely notifying the other Party in writing of any such claim, provided however that a Party's failure to provide or delay in providing such notice shall not relieve a Party of its obligations under this Clause 15 except to the extent such failure or delay prejudices the defense; (b) the Party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the Party against whom a third-party claim is brought reasonably cooperating in the defense of such claim. Neither Party shall undertake any action in response to any infringement or alleged infringement that is prejudicial to the other Party's rights.

15.3 In case of a third-party claim set out in Clause 15.2, Supplier may, at its sole discretion and expense:

- (i) Replace the relevant infringing part with a comparable non-infringing part; or
- (ii) Procure for Customer the right to continue using the relevant infringing part; or
- (iii) If options (i) and (ii) are not commercially feasible, Supplier can terminate Customer's right to use the relevant Solution or Service with immediate effect (and without liability) but with an obligation to repay Customer any fees prepaid for the remaining term of the Solution or Service terminated.

16 DISCLAIMER

16.1 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION CLAUSE 13.1, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITH RESPECT TO THE SOLUTIONS AND THE SERVICES, AND INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLETENESS, SECURITY, QUALITY, ACCURACY, PERFORMANCE, AND FITNESS OF USE.

16.2 WITHOUT LIMITING THE FOREGOING, SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT THE SOLUTION, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH IT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SOLUTION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SOLUTION OR ANY SERVICES OR ITEMS OBTAINED THROUGH IT WILL OTHERWISE MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS.

16.3 The Solutions and Services rely on and provide data from a variety of different data sources. Customer acknowledges and accepts that such data may not reflect the latest real-time situations.

16.4 Notwithstanding anything to the contrary in the Agreement, any third-party data incorporated by Supplier in the Solutions or Services is provided "as is". Supplier does not warrant the completeness or accuracy of the data, material, third party advertisements or information or that it will satisfy Customer's requirements. Supplier disclaim all other express or implied warranties, conditions, and other terms in relation to such third-party data, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose and non-infringement.

16.5 Customer acknowledges and accepts that while due care and skill has been used, Supplier provides no warranties or representation that any price indications, quotes or any other calculations or assessments provided by or through the Solutions and Services will reflect actual prices,

circumstances, etc. and be obtainable by the Customer.

16.6 Customer hereby releases Supplier and its Affiliates from any and all liability related to personal or property damages of any crew or any vessel, including damage to cargo, personal death, and bodily injury. Customer acknowledges and accepts that any decision concerning its vessels and crew is undertaken solely by Customer and that Solutions and Services are provided for reference only and shall in no way substitute sound judgment.

17 TERM AND TERMINATION FOR CONVENIENCE

17.1 The Agreement becomes effective when the Order is duly signed (the "Effective Date"). The Commencement Date and initial term are set out in the Order.

17.2 Unless terminated by either Party in accordance with Clause 17.3 the Agreement will automatically renew for periods of twelve (12) months following (i) the initial term or (ii) any subsequent renewal period.

17.3 A Party is entitled to terminate the Agreement in whole or in part for convenience with a written notice of at least ninety (90) days to the end of the initial term or a subsequent renewal period.

18 TERMINATION FOR CAUSE

18.1 A Party may terminate the Agreement, in whole or in part, immediately or by giving up to thirty (30) days' written notice of termination to the other Party if one or more of the following circumstances occurs:

- (i) The other Party commits a breach of the Agreement, which is not insignificant, and, provided the breach is capable of remedy, the Party in question has failed to remedy that breach within thirty (30) days following receipt of a written notice from the other Party to do so; and/or
- (ii) The other Party commits a material breach of the Agreement, which is not capable of remedy.

18.2 In the event of termination or expiry of the Agreement, howsoever occurring, Supplier shall upon Customer's request provide all necessary termination assistance until a copy of all Customer Data has been transferred to Customer or a replacement service provider designated by Customer in the same format as Customer Data was delivered to Supplier. Any such termination assistance shall be chargeable by Supplier on a time and material basis. Subject to Customer's payment of the Charges, Supplier shall be obliged to continue its provision of the Services temporarily until such successful transfer has been achieved.

18.3 Termination of the Agreement shall not affect either Party's rights and duties under Clauses 2.3, 2.5, 5.2, 6, 14 – 16, 18.3, 19 – 27, and all defined terms shall survive.

19 CONTRACT DOCUMENTS AND INTERPRETATION

19.1 A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation".

19.2 The Agreement supersedes all prior agreements and understandings between the Parties with respect to the Solutions and the Services.

19.3 If any Product Terms apply to a Solution or a Service provided by Supplier to Customer, such specific terms shall take precedence over these T&Cs.

20 SEVERABILITY AND WAIVER

20.1 If any term in the Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of the Agreement will be unaffected, provided that such unenforceability does not materially affect the Parties' rights under the Agreement.

20.2 An effective waiver under the Agreement must be in writing signed by the Party waiving its right. Hence, the failure of a Party to exercise any right or remedy to which it is entitled will not constitute a waiver of such right or otherwise cause a diminution of the obligations created by the Agreement, unless explicitly agreed to in writing. Furthermore, a waiver by either Party of any instance of the other Party's noncompliance with any obligation or responsibility under the Agreement will not be deemed a waiver of subsequent instances.

21 FORCE MAJEURE

21.1 Either Party is entitled to suspend the performance of its obligations without incurring liability for damages under the Agreement if and to the extent that such performance is impossible due to extraordinary circumstances beyond the reasonable control of such Party and such circumstances could not have been foreseen and avoided, including by virtue of business continuity plans, contingency plans, disaster recovery plans or other similar preventive measures in accordance with Good Industry Practice.

21.2 The Party claiming to be affected by any circumstance referred to in Clause 21.1 shall, without undue delay, notify the other Party of the intervention and of the cessation of such circumstance.

21.3 Notwithstanding any other provisions of the Agreement, either Party is entitled to terminate the Agreement with immediate effect by written notice to the other Party if it is clear from the circumstances that the performance of the Agreement will be and is suspended under Clause 21.1 for more than 30 days.

22 CONFIDENTIALITY

22.1 The Parties shall not, apart from what is required by applicable law or by any court or other authority of competent jurisdiction, make use of, except for the purposes contemplated by the Agreement, disclose to any third party or publish any Confidential Information received by one Party from or in respect of the other Party under or in connection with the Agreement. The receiving Party will use the same care and discretion to avoid disclosure, publication, or dissemination of the disclosing Party's Confidential Information as the receiving party uses with its own Confidential Information,

but in any event, no less than a reasonable standard of care.

22.2 For the purpose of the Agreement, "Confidential Information" means a Party's trade secrets as well as other commercial and operational information and knowhow and any other information not generally known or reasonably ascertainable.

22.3 The Parties shall ensure that their Affiliates, and its and their employees, also observe this Clause 22.

22.4 This Clause 22 shall not apply to information that is: (a) in the public domain through no fault of the receiving Party; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) is independently developed by the receiving Party without use of the disclosing Party's disclosed non-public, confidential, or proprietary information.

22.5 The provisions of this Clause 22 apply during the Term of the Agreement and for a period of three (3) years following the expiration of the Agreement.

23 PUBLIC STATEMENTS

23.1 Supplier is allowed to name Customer as a client for reference purposes in its marketing efforts and may strictly for the purpose thereof use Customer's tradenames and logos.

24 VARIATION OF THE AGREEMENT

24.1 NO AMENDMENT TO OR MODIFICATION OF, OR RESCISSION OR DISCHARGE OF THE AGREEMENT IS EFFECTIVE UNLESS IT IS IN WRITING, IDENTIFIED AS AN AMENDMENT TO OR RESCISSION OR DISCHARGE OF THE AGREEMENT, AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED ON ANY CUSTOMER PURCHASE ORDER SHALL NOT BE BINDING UPON THE PARTIES AND SHALL BE INVALID, NULL, VOID, AND UNENFORCEABLE.

25 ASSIGNMENT

25.1 Supplier is entitled to assign its rights and obligations under the Agreement to a third-party without Customer's approval, however, Customer is not entitled to assign any of its rights under the Agreement.

26 COSTS

26.1 Each Party shall bear its own costs and expenses incurred in connection with the Agreement and the transactions contemplated herein, including, without limitation, all fees of its counsel and accountants.

27 GOVERNING LAW AND ARBITRATION

27.1 The validity, construction and performance of the Agreement and the legal relations among the parties to the Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of law principles.

27.2 In the event of any controversy or dispute related to or arising out of the Agreement, THE PARTIES AGREE TO WAIVE

THEIR RIGHTS, IF ANY, TO A JURY TRIAL AND PRE-TRIAL DISCOVERY.

27.3 Any dispute, claim, or controversy arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding and confidential arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be in New York, New York.

27.4 The Parties agree that all arbitration shall be confidential.

27.5 Each Party shall bear an equal share of the arbitrators' and administrative fees of arbitration unless the arbitrator assigns fees to one Party.

