



Sicuro Group LLC, Terms of Business

Version 50, 20 July 2016

Interpretation:

“Client” means the entity that enters into any contracts or business with SG directly or indirectly, including these Terms of Business.

“SG” means Sicuro Group LLC, Sicuro International FZE and / or any of their parent companies, subsidiaries or affiliates.

“Parties”, shall mean SG and Client referred to collectively and either of them referred to individually shall be a “Party”

“Goods” means goods and services which SG supplies or arranges to supply to Client.

“Tracking Platforms” means any tracking platform or fleet management solution provided for the use of Client.

“Force Majeure Event” means a fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, terrorism, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labour shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, catastrophe, satellite, GSM (Global System for Mobile Communications) or Internet failure or signal limitation or any other cause beyond SG’s control.

“Terms of Business” means these Terms of Business or such other new Terms of Business as may from time to time be published on SG’s website (www.sicurogroup.com) and/or www.sicurointernational.com as the case may be) and shall be deemed to include such other conditions which SG may from time to time advise to clients or publish on its website. Unless otherwise specifically agreed in writing by a senior executive or director of SG these Terms of Business apply to all of SG’s Clients.

1. Price and Payment

1.1. Unless otherwise agreed in writing, SG’s quotations are valid for thirty (30) days and its invoices are due for payment on presentation and shall be rendered in US dollars.

1.2. Client shall pay all amounts due under a quotation or invoice in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

1.3. SG shall not be liable for (without limitation) any import or customs duties, withholding or other forms of taxation, customs processing charges or similar.

1.4. SG shall be entitled to change the price of that which it supplies to Client at the time of any subscription or airtime renewal, on thirty (30) days prior written notice.

1.5. Unless otherwise specified, the price payable by Client excludes the costs of packaging, repackaging, insurance and transport, and any other relevant disbursements, which shall be invoiced to Client in addition to the price and which may be invoiced at a later date; and amounts in respect of any associated taxes or duty fees which may be applicable, which Client shall additionally be liable to pay to SG at the prevailing rate (if applicable), subject to the receipt of sufficient proof of said charges.

1.6. Unless otherwise specified, the charges payable to SG by clients are exclusive of VAT. Should VAT be introduced in the UAE and when required under the relevant legislation, SG must add VAT to invoices to recover any VAT payable to the UAE authorities and clients must settle such invoices in full (including the VAT element). This may mean that some clients with long-term contracts with SG may have VAT added to their invoices sometime during contract lives and that such clients must settle such invoices in full (including the VAT element).

1.7. If Client fails to make any payment due to SG by the due date for payment, then, without limiting SG’s remedies under the termination clause (Clause 11) in these Terms of Business:



1.7.1. Client must pay interest on the overdue amount at the rate of 4% per annum above LIBOR. Such interest shall accrue on a daily basis from the due date until receipt of the overdue amount by SG, whether before or after judgment. Client shall pay the interest together with the overdue amount, and

1.7.2. SG may suspend all further deliveries of Goods (including provision of services) until payment has been made in full.

1.8. Client must include SG's bank account IBAN number in all bank transfers it makes to SG and is requested to supply SG with photocopies of bank transfers/instructions to assist SG in identifying payments and expediting delivery.

2. Delivery

2.1. Upon receipt of payment in cleared funds for Goods by Client, or provided Client has adhered to the conditions of payment as may otherwise be agreed with SG within the quotation or invoice or as otherwise may be agreed, where Client has not invoked its right to organise collection and/or delivery of Goods in accordance with clause 2.3 below, SG will arrange a carrier for dispatch and delivery of Goods on Client's behalf and at the cost of Client, and notify Client accordingly. In the event that SG, for whatever reason and at SG's sole behest, decides that it shall not be prepared to organise collection and/or delivery of Goods on Client's behalf then it shall notify Client that SG shall not be assisting in said regard.

2.2. SG accepts no liability for Goods in transit or for delays in delivery, however caused and Client accepts this. Unless otherwise agreed in writing, delivery may be effected in one or more instalments.

2.3. Client is entitled to arrange for collection and/or delivery of Goods. In these circumstances, Client shall be required to notify SG that it intends to arrange for collection and/or delivery itself at any time prior to SG engaging such services on Clients behalf in accordance with Clause 2.1 above. In the absence of any such notification by Client to SG, the default position shall be as outlined within Clause 2.1

above unless so declined by SG. Any costs incurred by SG prior to receiving such a timely notification from the Client shall be repaid by Client in full.

2.4. The cost of and those costs associated to (including but not limited to insurance, customs and duties) delivery of Goods to Client shall be borne solely by Client, who indemnifies SG for any loss or damage incurred in accordance hereto.

2.5. SG shall not be responsible for arranging insurance or be held liable for any failure so to adequately insure Goods at any point prior to delivery. SG may however, at its sole discretion, agree to assist Client in arranging insurance to cover delivery of Goods, at the cost of Client, however SG shall not be so obligated to assist or insure Goods in any capacity whatsoever and shall not be held liable or accountable for any loss or damage caused even where SG has agreed to assist with organising insurance of Goods.

2.6. Delivery shall be deemed to have been completed either at the point of collection by the third party appointed by SG (on Client's behalf) to physically deliver Goods to Client or upon collection by Client (or his appointed third party) of Goods from SG, whichever is earlier ("Delivery").

2.7. If Client fails to take Delivery of Goods on the agreed Delivery date or where there was no prior agreed Delivery date, within three business days of SG notifying Client that Goods are ready for collection, then, except where such failure or delay is caused by SG's failure to comply with its obligations under these Terms of Business:

2.7.1. Delivery of Goods shall be deemed to have been completed at 9.00am on the agreed Delivery date or where there was no prior agreed Delivery date, on the third business day following the day on which SG notified Client that Goods were ready for collection; and

2.7.2. SG shall store Goods until Delivery takes place, and charge Client for all related costs and expenses. During this period, SG shall not be responsible for any damage to Goods.



3. Title and risk

3.1. Risk in Goods shall pass to Client on Delivery. SG shall not be liable for any damage or defects caused to Goods prior to Delivery.

3.2. Title to Goods shall only pass to Client once SG receives payment in full (in cash or cleared funds) for each respective invoice relating to such order of Goods.

3.3. SG may recover Goods in which title has not passed to Client for any reason within its sole discretion and at the cost of Client.

4. Warranty

4.1. SG provides the warranty below on tracking devices only. Anything else supplied by SG to the Client is not covered by any warranty provided by SG (unless otherwise expressly stated in written quotes or invoices provided by SG, or hereinafter in writing) but may be covered by manufacturers' warranties, details of which are available on request.

4.2. SG warrants that the tracking devices it supplies will be free from defects in material and workmanship for a period of twelve (12) months from the date of Delivery provided that:

4.2.1. tracking devices are used in accordance with manufacturers' guidelines, and within specifications, and

4.2.2. that tracking devices are tested monthly in accordance with Clause 6.1.

4.3. Client agrees that this tracking device warranty does not cover installations, wiring, harness, cables, brackets, sensors, alarms, batteries, buzzers, relays, switches, panic buttons and anything else that may be connected to tracking devices and that the warranty is invalid if tracking devices are opened or that alleged defects are attributable to alteration (including painting), modification, misuse, mishandling, tampering, water, batteries, battery failure, faulty or worn cabling, improper installation, electrical power surges or similar, collision or any cause beyond SG's control.

4.4. SG's liability under this tracking device warranty, and Client's exclusive remedies, are limited to repairing and/or replacing defective parts

(but excluding batteries) contained in any tracking device, where it is returned to the factory, or, at SG's sole discretion, a rebate of the purchase price of a tracking device. SG is under no obligation to attend Client's location for the purposes of remedying any defect (though it may do so with express agreement).

4.5. If SG agrees to attend Client premises or locations to provide customer support, watch-keeping, monitoring, primary monitoring, journey management, training and similar to Client, it shall render a charge to Client which the Client shall be obliged to pay.

4.6. Except for this tracking device warranty, SG offers its products and services "as is," without any warranties of any kind, expressed or implied, makes no representation or guarantees as to the operation or use of the Goods (including but not limited to the fitness for any particular purpose of the Goods include the software and services it provides, satellite network systems, tracking platforms, internet portals and otherwise).

5. Services (including Support, Engineering, Installations and Training)

5.1. Unless otherwise agreed in writing, SG shall support only tracking devices that it supplies (but not other hardware or equipment) that cost in excess of US\$ 500 per item for a period of at least three (3) years from the date of Delivery (as defined in clause 2.6) provided that support is available from manufacturers.

5.2. Services will not be provided unless Client and SG agree terms and Client acknowledges and formally accepts the agreed terms. When SG provides an estimated cost for installations, Client is liable for time and other charges that exceed the estimated cost for such installations.

5.3. Unless otherwise agreed in writing by SG, SG's minimum day rate for its system engineers is US\$ 750 per day and the minimum charge for an engineer's call out is US\$ 400. The working day of system engineer is eight (8) hours and engineers may not work for more than six (6) consecutive days.



5.4. On the completion of any and each installation by SG, Client must sign a form certifying that the installation has been completed satisfactorily before the vehicle or asset is released. In the event that Client fails to provide certification, the installation will conclusively be deemed accepted 3 days after a request from SG to provide such certification.

5.5. Services provided by SG to Client must be undertaken within a location that is deemed to be safe by SG. SG reserves the right to decline to provide such services and/or to obligate the Client to provide transport, security, visas and life support arrangements that are acceptable to SG (of standards similar to those that should be provided to British engineers working for a British multinational company) at the cost of Client.

5.6. Unless otherwise agreed in writing, SG offers no guarantee that it will be able to install hardware within an agreed timeframe or for a set fee. In all circumstances, SG shall have no liability, including direct or consequential damages and liability, for voiding vehicle warranties, airtime charges or otherwise resulting from any installations or field work it may undertake.

5.7. When SG is required by Client to install hardware in vehicles, SG accepts no liability for delays or fee increases if Client fails to furnish vehicles to SG for installation at the time, place and in the condition that may be required by SG. When required, Client may be required to prepare vehicles for installation.

5.8. SG may from time to time request Client to provide proof of ownership of any property or vehicle wherein or upon which SG is required to conduct its services. Notwithstanding this, Client hereby warrants that it has the full legal authority to allow SG access to any such vehicles, locations or property that it instructs SG to access in the course of its engagement with SG. Client hereby irrevocably agrees to indemnify SG against any claims, liability or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation), damage, costs, legal costs, fines,

assessments, penalties, expenses, actions and demands of whatever nature howsoever arising brought against it by third parties resulting from Client's breach of this Clause 6.8.

6. Tracking Services

6.1. Client must:

6.1.1. In coordination with SG's 24/7 support team, test each tracking device monthly; and

6.1.2. Ensure that the information associated with each tracking device on Tracking Platforms is accurate and update it as required; and

6.1.3. Not modify, paint, tamper or open the case of any tracking device.

6.2. When SG is retained to provide tracking services, SG shall monitor and seek to maintain system integrity and shall provide reasonable (as determined by SG) telephone and online support to Client.

6.3. Unless it is agreed in writing that Sicuro is to provide an added value service for a fee, Client agrees that whilst SG may provide Tracking Platforms to Client, the primary responsibility of monitoring the movement and reporting of vehicles and administering Tracking Platforms remains with Client.

7. Tracking Platforms and Tracking Device Airtime

7.1. SG will activate tracking devices and provide both satellite and GSM airtime and access to Tracking Platforms when it receives identifiable and cleared funds in its bank account.

7.2. Unless otherwise agreed in writing by SG, initial subscriptions for airtime run for a minimum period of twelve (12) months and shall automatically renew on the expiration of each twelve (12) month period for a further twelve (12) months unless three (3) months' notice of cancellation is provided in writing to SG. Subscriptions for Tracking Platforms run for a minimum period of three (3) months and automatically renew on the expiration of each



Tracking Platforms contract period unless three (3) months' notice of cancellation is provided in writing to SG.

7.3. After the expiration of the initial twelve months (12) subscription for airtime and in the event that Client has provided three (3) months' notice that it wishes to extend the initial airtime subscription for a period of less than twelve (12) months, the cost of airtime shall be subject to a 17.5% out of twelve (12) month contract levy.

7.4. Payments for both airtime and Tracking Platforms are non-refundable.

7.5. Satellite airtime overages (usage beyond subscribed airtime) charges:

7.5.1. Inmarsat M2M airtime is pooled and overages are charged at 15 cents per report.

7.5.2. Inmarsat IDP airtime is pooled and overages are charged at US 15 for up to 100 reports. Overage airtime is available only in multiples of 100 reports.

7.5.3. Iridium SBD is charged on a per device basis. Overages are charged at US 15 for up to 100 reports. Overage airtime is available only in multiples of 100 reports

7.5.4. Iridium airtime for Argus devices is charged on a per device basis. Overages are charged at US\$ 15 per 1000 bytes. Overage airtime is available only in multiples of 1,000 bytes. Position reports are 15 bytes, panics are 25 bytes and messages typically range between 160 and 200 bytes.

7.6. If cleared funds are not received in SG's bank account for an airtime or Tracking Platform subscription invoice at least ten (10) days before the expiry of a subscription, SG reserves the right to cease to provide services. Reinstatement of services requires pre-payment of appropriate activation and other fees.

7.7. Client must procure all satellite airtime for tracking devices purchased from SG exclusively from SG and must use SG Tracking Platforms to monitor and manage such devices.

7.8. When SG provides GSM or other SIM cards to Client, Client is responsible for any overages

beyond data bundles specified by SG and shall bear all costs related to the unlawful or unauthorised use of SIM cards for data, voice calls, SMS and other related expenses, notwithstanding that the SIM card may have been lost or fraudulently used, including use by a third party.

7.9. Unless otherwise agreed in writing, Client must activate each tracking device supplied to it by SG within thirty (30) days after date of Delivery. Should Client not activate tracking devices within this thirty (30) day period, each tracking device will be deemed to have been activated on the day falling thirty-one (31) days after the date of Delivery.

7.10. Client must note that should Client seek to transfer any tracking devices to a platform provided by any party other than SG, SG will raise a charge of US\$ 485 per tracking device and this charge must be paid before any transfer is made.

7.11. Unless otherwise agreed in writing, SG does not store data fed into Tracking Platforms, for example vehicle usage data, for a period beyond ninety (90) days from the day of which data was fed into Tracking Platforms.

7.12. Client must accept that the ability of Tracking Platforms to process and display position reports is dependent upon the ability of:

7.12.1. tracking devices to receive and process GPS signals and similar;

7.12.2. Tracking Platforms to receive, process and display the position reports transmitted by tracking devices; and

7.12.3. tracking devices to receive and transmit (which may be degraded due to the mode of installation, atmospheric conditions, time of day, signal shadows caused by buildings, location, terrain and otherwise).

7.13. Client must accept that if the functionality of a tracking device depends on a GSM or CDMA network to communicate with Tracking Platforms, the effectiveness (including accuracy) of the solution is dependent upon the reliability of the network and that performance may be degraded by sabotage, failures, during peak times and otherwise.



8. Tracking Device RMA Procedures

8.1. In the event of a tracking device failure or suspected failure, Client will contact SG and if SG accepts that the tracking device is under warranty, Client shall return the tracking device to a facility that SG shall designate by a method and at a cost that SG shall pre-approve and SG shall arrange for it to be inspected and assessed.

8.2. This inspection and assessment may take place in SG's premises or elsewhere (including countries other than that of the SG office receiving the tracking device). If, in the manufacturer's opinion, tracking devices are eligible for repair under warranty, Client will not be charged for any repairs or shipment. If tracking devices are not faulty or require repair other than that covered under warranty, Client will pay an inspection fee, SG will provide Client with a quotation prior to arranging for any repair to be undertaken and Client will be liable for all and any shipping charges.

9. Licensing and Prohibited Activities

9.1. Client undertakes, warrants and covenants to SG that it;

9.1.1. shall at its own expense comply with all laws and regulations relating to its purchased Goods, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals required to legally procure, import and use (without limitation) Goods which are to be supplied.

9.1.2. shall promptly notify SG of any changes in the laws or regulations relating to its purchased Goods in the territory in which Client is intending to use the Goods;

9.1.3. has not and shall not, in connection with any business transaction involving SG or any Goods, hardware or services procured by it from SG (whether under these Terms of Business or otherwise), committed any offences under the US Foreign Corrupt Practices Act, the UK Bribery Act or the laws of the United Arab Emirates relating to the prevention of

corruption or any activity designated anywhere in the world as illegal or criminal, such as but not limited to activities relating to terrorism, drug trafficking, money laundering, receiving the proceeds of criminal activities or trading with countries which may from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, the United Kingdom, the United States of America, the United Arab Emirates or any successor or similar international organisation.

9.2. Client acknowledges and agrees that the Parties may require certain specific licenses and export approvals to facilitate the sale in accordance with these Terms of Business. The Client therefore undertakes, warrants and covenants to SG (in circumstances where it is SG that requires obtaining any licenses and approvals), that it shall at its own cost, do all things and provide any documentation as is reasonably required to facilitate SG obtaining said licenses and approvals.

9.3. Client shall hold SG harmless for any loss or delay or inability to proceed in accordance with these Terms of Business, as may be caused from time to time by virtue of any issue associated with the requirement for SG to obtain a license or approval in order to facilitate its execution of the supply.

9.4. Client will not have any claim or right of relief against SG for any loss, action or consequences that may arise as a result of Client's failure to adhere to any part of this Clause 10 and it fully indemnifies SG for any loss or damage of any nature suffered by it as a result of Client's breach to the terms of this Clause 9.

10. Termination

10.1. Without limiting its other rights or remedies, SG may terminate these Terms of Business with immediate effect by giving written notice to the other party of its desire so to terminate these Terms of Business.

10.2. Termination of these Terms of Business shall not affect any of SG's rights and remedies that have accrued as at termination, including the right to



claim any outstanding payments owed to SG or damages in respect of any breach of these Terms of Business which existed at or before the date of termination.

10.3. Any provision of these Terms of Business that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. Intellectual Property

11.1. Client acknowledges that the intellectual property rights for any software (including, Tracking Platforms, software, applications, scripts, firmware, code plugs and similar) provided to Client by SG, do not belong to Client and are provided subject to the following conditions:

11.1.1. Client must not adapt, reproduce, decrypt, reverse engineer, decompile or disassemble or otherwise modify any software or part with possession or allow any other person (except the properly trained and authorised employees of Client) to have access to it; and

11.1.2. Software and information contained therein is designated as confidential and that Client may not disclose it or any information contained in it to any other person and that Client shall take all practical attempts to prevent disclosure.

11.1.3. Unless otherwise agreed in writing, Client must not resell or further distribute or reverse engineer, modify or disassemble any of that which SG may supply to Client.

11.1.4. Client must not represent itself as being a distributor or agent of SG, or in any way as owning the rights to any software or other Goods provided to it by SG.

11.1.5. Unless otherwise agreed in writing, Client shall not alter, deface or remove from any of that which SG may supply any reference to SG's trademarks, any reference to SG or any other name that may be displayed on the products or their packaging or labelling.

12. Confidentiality

12.1. Each Party undertakes that it shall not at any time, including after termination, disclose to any person any confidential information concerning these Terms of Business, pricing information, the business, affairs, Goods, clients or suppliers of the other Party, including but not limited to information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, Tracking Platforms, or materials or reports relating thereto/arising therefrom, tracking devices, tracking devices scripts, market opportunities and clients (Confidential Information) except as permitted by clause 12.2.

12.2. Each Party may disclose the other Party's Confidential Information:

12.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms of Business. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 12.2; and

12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms of Business.

12.4. When permitted by law, SG and Client agree that if they are served with any legal process that would require disclosure of any of the other party's confidential information, they shall, before taking any action, immediately notify the other party in order to afford the other party the right to seek to quash or limit the scope of such process.

13. Limitation of Liability and Indemnities

13.1. Except for any liability for death or personal injury arising from the gross negligence of SG, SG's



maximum aggregate liability shall in no event exceed the payment received by SG from a Client in the preceding twelve (12) month period of the claim being made, and, in respect of an incident or series of related incidents in connection with a tracking device, SG's liability will not exceed an amount equal to the airtime purchased from SG in the preceding twelve (12) month period of the claim being made for that tracking device.

13.2. SG shall have no liability for any failure in its performance under these Terms of Business, if such failure results from a Force Majeure Event or any other cause beyond the control of SG.

13.3. SG shall not be liable for any indirect or consequential damages, including without limitation, damages or costs incurred as a result of loss of time, business, contracts, savings, property, data, profits, or goodwill, which may arise in connection with the performance of SG's services, howsoever caused and regardless of whether any party or person has been apprised of the possibility or likelihood of such damage occurring or whether claims are based or remedies are sought in contract, negligence, strict liability, tort, products liability or otherwise.

13.4. Should Client supply or request SG to supply Tracking Platform and SicuroIMS information, material, reports and data to third-parties, request SG to feed data from its systems to third-party systems or others request SG to transfer data to third-parties ("Data Transfer"), Client shall hold harmless, indemnify and keep indemnified SG and any of its directors, employees and officers from and against all or any liability, loss (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation), damage, costs, legal costs, fines, assessments, penalties, expenses, actions and demands of whatever nature howsoever arising out of or in connection with such Data Transfer.

13.5. SG makes use of third party infrastructure and services such as, inter alia, terrestrial and satellite networks (e.g. GSM, CDMA, GPRS, SMS, GPS, Inmarsat and Iridium), electricity suppliers, ISPs,

data transmission methodologies and both network operations and data centres. The availability and functionality of the third party infrastructure and services that SG utilises can be influenced by government and regulatory action, both scheduled and unscheduled maintenance and other interference. SG cannot and does not guarantee the availability of third-party infrastructure and services and nor can SG guarantee the availability and service levels of the airtime it provides or Tracking Platforms. However, SG will endeavour to provide Client with warnings relating to non-availability, degradation and scheduled maintenance. In all circumstances, SG shall have no liability, including direct or consequential damages, in respect of this clause 13.5

13.6. Any Tracking Platform and SicuroIMS information, material, reports and data supplied to Client by SG are provided "as is" and without any warranty of any kind. Client is specifically advised and warned that such information, material, reports and data are not advice and Client must not take any action (including inaction) based on their contents. In all circumstances, SG shall have no liability, including direct or consequential damages, in respect of this clause 13.6.

13.7. Client will defend, indemnify and hold SG harmless against any claims by third parties, including government authorities, against SG for loss, damage, taxes, liability or expense arising out of or related to any representations, acts or omissions of Client, whether in breach of these Terms of Business or otherwise.

14. Other

14.1. Client must accept that from time-to-time, SG may employ sub-contractors and agents to deliver hardware and services to Client.

14.2. Client must transport, store, charge, maintain and use batteries in accordance with manufacturers' recommendations and appropriate safety standards and assume all risks associated with batteries.



14.3. Client permits SG to make media releases and public and other disclosures relating to that which it may supply to Client.

14.4. Client shall not entice (or seek others to entice on its behalf) or employ any person who is in the employment of SG or its associates for a period of 12 months after the cessation of the provision of Goods of any kind from SG to Client.

14.5. Client must not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms of Business without the prior written consent of SG whereas SG may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Terms of Business.

14.6. A Force Majeure Event shall not affect a Parties' obligation in respect of payment. SG shall not be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from a Force Majeure Event, whether directly or indirectly.

14.7. Unless specifically agreed in writing by the Parties, these Terms of Business constitute the entire agreement between the Parties and supersedes and extinguishes all previous Terms of Business, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.8. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out within or invoked in accordance with these Terms of Business. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Business.

14.9. No variation of these Terms of Business shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.10. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A

delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

14.10.1. waive that or any other right or remedy; nor

14.10.2. prevent or restrict the further exercise of that or any other right or remedy.

14.11. If any provision or part-provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Business.

14.12. Any notice or other communication given to a Party under or in connection with these Terms of Business shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered by commercial courier only. A notice or other communication shall be deemed to have been received on the date and at the time that the courier's delivery receipt is signed as such.

14.13. No one other than SG and their permitted assignees or Client shall have any right to enforce any of its terms.

14.14. These Terms of Business shall be governed by and construed in accordance with the laws of the Emirate of Dubai.

14.15. Each Party irrevocably agrees that the courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction to settle any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of these Terms of Business or arising from, or related to, these Terms of Business in any manner whatsoever (including non-contractual disputes or claims). The Parties agree that the DIFC's Small Claim Tribunal shall have the exclusive jurisdiction to hear claims up to a value of AED 1,000,000.