

GENERAL TERMS AND CONDITIONS FOR AGENCY AGREEMENTS

This General Terms and Conditions ("GTC") shall constitute an integral part of Agency Agreements entered into by MILAHA INTEGRATED MARTIME AND LOGISTICS WLL as Agent.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these GTC.

1.1 Definitions:

Agreement: the Agency Agreement to which this General Terms and Conditions are an integral part thereof.

Control: the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by the Agent, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services described in the Agency Agreement.

Territory: Qatar

Year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the period of the agreement.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these GTC.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to **writing** or **written** includes faxes but not e-mail.

1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. APPOINTMENT

- 2.1 The Principal appoints the Agent as its exclusive agent to provide the Services in the Territory on the terms of the Agreement and these GTC and the Agent accepts the appointment on those terms.

3. AGENT'S OBLIGATIONS

The Agent undertakes and agrees at all times during the term of the Agreement:

- 3.1 To act towards the Principal conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to the Principal under these GTC and the Agreement and the general law.
- 3.2 Except as authorised by the Principal, not to act in a way which will incur any liabilities on behalf of the Principal nor to pledge the credit of the Principal.
- 3.3 To comply with all reasonable and lawful instructions of the Principal from time to time concerning the Services, and generally to carry out its agency in such manner as it thinks best to promote the interest of the Principal.
- 3.4 To maintain at its own expense appropriate offices and administration facilities and systems as may be necessary for the effective performance of its duties under these GTC and the Agreement.
- 3.5 To employ a sufficient number of suitably qualified dedicated personnel to ensure the proper fulfilment of the Agent's obligations under these GTC and the Agreement.
- 3.6 To keep the Principal fully informed of its activities concerning the Services and to provide the Principal with reports on request.
- 3.7 The Agent shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the provision of the Services in the Territory.

4. PRINCIPAL'S UNDERTAKINGS

The Principal undertakes and agrees with the Agent during the term of the Agreement:

- 4.1 To act at all times in its relations with the Agent dutifully and in good faith.
- 4.2 Pay the Fee as described in clause 5 in a timely manner.

- 4.3 Subject to the following, and provided the Agent performs its obligations under the Agreement, to indemnify the Agent against any liabilities which the Agent may incur as a result of acting with reasonable care and skill within the scope of its authority under the Agreement as agent for the Principal. Everyday expenses, costs and charges incurred by the Agent in performing the Agreement will be deposited by the Principal in advance. Before incurring any expense, cost or charge the Agent shall seek the Principal's express approval.
- 4.4 To supply to the Agent at the Principal's own expense such documentation and information and such support as the Agent may from time to time reasonably require for the purposes of providing the Services and to enable it properly and efficiently to discharge its duties under the Agreement; and

5. THE FEE AND PAYMENT

- 5.1 The Principal shall pay the Fees as described in Schedule 1.
- 5.2 All sums payable under the Agreement are exclusive of any applicable tax, which shall be added to the sum in question (if any).
- 5.3 Agent shall invoice the Principal as and when services provided. Principal shall pay the relevant invoice no later than 30 days after receipt.
- 5.4 If any dispute arises as to the amount of Fee payable by the Principal to the Agent as per the invoice, the Principal shall pay the non-disputed amount of the Fee and the parties shall endeavour to settle the dispute for the remaining amount amicably. Should the parties fail to settle such dispute within 30 days of the invoice issue date, the Parties shall refer the matter to the dispute resolution mechanisms of clause 19.
- 5.5 If the Principal fails to make any payment due to the Agent under the Agreement by the due date for payment, then the Principal shall pay interest on the overdue amount at the rate of 2% per annum above LIBOR's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Principal shall pay the interest together with the overdue amount.

6. INTELLECTUAL PROPERTY

- 6.1 The Principal acknowledges that the Agent's rights to the Intellectual Property used on or in relation to the Services are the Agent's property.

7. DURATION AND TERMINATION

7.1 Unless terminated earlier in accordance with these GTC and the Agreement, it shall continue for an initial term of 1 Year from the Commencement Date as described in the Agreement.

7.2 Without affecting any other right or remedy available to it, the Agent may terminate the Agreement with immediate effect by giving written notice to the Principal if:

- (a) the Principal fails to pay any invoice when due in accordance with clause 5 herein;
- (b) the Principal commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (c) the Principal suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its; or
- (d) the Principal files for bankruptcy/insolvency or commences dissolution/liquidation procedures;

7.3 Notwithstanding the above, the Agent may terminate the Agreement at convenience by serving the Principal a 30 days' written notice to that effect.

8. CONSEQUENCES OF TERMINATION

8.1 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

8.2 On termination of the Agreement:

- (a) the Agent shall cease to provide the Services;
- (b) Agent shall furnish the Principal with an invoice for all Services rendered and performed up to termination date, and any expenses incurred therein which shall be paid no later than 30 days after its receipt.

9. CONFIDENTIALITY

9.1 The Parties undertake that they shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 9.2.

- 9.2 A Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. 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 9; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 The Parties shall not use the other Party's confidential information for any purpose other than to perform its obligations under the Agreement.
- 9.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Parties from the other Party shall be returned promptly on termination of the Agreement, and no copies shall be kept.

10. FORCE MAJEURE

- 10.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - (f) collapse of buildings, fire, explosion or accident; and
 - (g) any labour or trade dispute, strikes, industrial action or lockouts;
- 10.2 Provided it has complied with clause clause 10.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 10.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 10.4 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 7 days, the party not affected by the Force Majeure Event may terminate the Agreement by giving 30 days' written notice to the Affected Party.

11. ENTIRE AGREEMENT

- 11.1 The Agreement, with its Schedules and these GTC, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.
- 11.2 Each party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 11.3 Nothing in this clause shall limit or exclude any liability for fraud.

12. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. ASSIGNMENT AND OTHER DEALINGS PROHIBITED

The Principal shall not assign, transfer, mortgage, charge, subcontract, appoint sub-agents or delegates, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the Agent.

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

Except as expressly provided in these GTC and the Agreement, the rights and remedies provided under these GTC and the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

16.1 If any provision or part-provision of these GTC and/or Agreement 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 the Agreement.

16.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. NOTICES

17.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

17.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service];
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. GOVERNING LAW

These GTC, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Qatar.

19. JURISDICTION

The Parties agree to submit any dispute arising from the Agreement to arbitration according to the rules of the Qatar Chamber of Commerce in Qatar International Arbitration Center in Doha, Qatar, to be decided by one arbitrator appointed in accordance with such rules. The proceedings shall be in English and the award final and binding.