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# TERMS AND CONDITIONS

The following Statement of Work Terms and Conditions govern the statement of work or other work order ("SOW") between SolEx Group Ltd. or one of its Affiliates (the applicable entity identified in the SOW as providing Services is defined as "SolEx") and the client described in the SOW ("Client") and apply to all Services and Deliverables (both defined below) provided by SolEx. "Affiliate" or "Affiliates" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with SolEx Group Ltd., and its successors and assigns.

1. **Services and Deliverables.** The services to be performed by SolEx ("Services") and any deliverables to be provided by SolEx ("Deliverables") are set forth in the SOW.
2. **Fees.** Client agrees to pay SolEx the fees set forth in the SOW. Client further agrees to reimburse SolEx for actual, third party, reasonable travel and other related expenses incurred by SolEx in connection with the performance of Services. SolEx will provide Client with receipts and other documentation for all such expenses. Unless otherwise set forth in the SOW, SolEx's invoices are due and payable by Client in full within thirty (30) days from the date of receipt of invoice. Undisputed invoices not paid within thirty (30) days of receipt date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Client shall also be responsible for all collection costs incurred by SolEx in connection with past due undisputed invoices.
3. **Warranties and Covenants.** SolEx covenants that it and its employees ("SolEx Personnel") will provide the Services in accordance with: (i) the prevailing standard of care exercised by SolEx will be in good workman like manner consistent with applicable industry standards, and (ii) applicable laws and governmental regulations. If any material portion of the Services or Deliverables does not conform to the forgoing covenants, and Client notifies SolEx within fifteen (15) days of completion of the Services and delivery of Deliverables, then SolEx will work diligently to re-perform the nonconforming portion of the Services and/or Deliverables. SolEx will not be responsible for nonconformities arising from inaccurate or incomplete data or information provided by Client, for failures or delays caused by Client's failure to perform its obligations under the SOW or these Terms and Conditions, or for failures, damages or delays caused by third party hardware, software or other products. SolEx hereby waives and disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Client agrees to reasonably cooperate with SolEx in the performance of Services. Unless otherwise expressly stated in the SOW, the Services may be rendered at Client's facilities or at other suitable locations.
4. **Ownership of Deliverables.** The parties agree that, except as specifically provided herein or the SOW, all Deliverables are the property of Client. Notwithstanding the foregoing, the parties agree that any know-how, processes, techniques, concepts, methodologies, tools, ideas, designs, inventions, patents, copyrights, improvements, processes, computer programs, software, source code, object code, graphics, intellectual property, information and/or pictorial representations that (i) SolEx developed prior to entering into the SOW with Client; (ii) is or are developed separate and apart from the SOW and Services at any time by SolEx, or (iii) led to or produced the results of the Services or that were otherwise used by SolEx to provide the Services (collectively, "SolEx Intellectual Property") shall not be considered work for hire and shall remain the exclusive property of SolEx. In the event SolEx Intellectual Property is incorporated into any Deliverables, SolEx grants Client an irrevocable, nonexclusive, royalty-free, limited license for Client to use SolEx Intellectual Property to the extent necessary to use such Deliverable for its internal purposes only.
5. **Confidential Information.**
  - a. Defined. "**Confidential Information,**" as used herein, means all information proprietary to a party or its affiliates any of its customers or suppliers that is marked as confidential or that due to its nature is known or in good faith should be known to be confidential. Confidential Information of Client will be deemed to include, without limitation, all confidential Client data to which SolEx obtains access by performing the Services and any Deliverable containing such data. Confidential Information of SolEx will be deemed to include, without limitation, all SolEx Intellectual Property. The obligations of the party ("Receiving Party") that receives Confidential Information of the other party ("Disclosing Party") shall not include information that (i) is or becomes generally known to the public at any time at no fault or breach of this agreement by the Receiving Party, (ii) furnished at any time to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, (iii) independently developed by the Receiving Party without use of the disclosing party's Confidential Information of the Disclosing Party, (iv)



10. **Notices.** All notices and other communications hereunder will be in writing and deemed delivered immediately if delivered by email or one (1) day after being sent by a locally recognized overnight courier service or three (3) days after being sent certified mail, return receipt requested, postage prepaid. All notices and other communications hereunder will be given to the party at the address indicated in the SOW.
11. **Governing Law.** The SOW and these Terms and Conditions will be governed by, and construed and enforced in accordance with, the laws of the Cayman Islands, excluding conflicts of law principles.
12. **Severability.** If any provision in these Terms are held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions in these terms will remain in force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
13. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under these terms (except for monetary payments) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.
14. **Execution in Counterparts.** The SOW may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of the SOW by electronic transmission or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of the SOW in electronic form.
15. **Miscellaneous.** These Terms and Conditions are made a part of and incorporated into the SOW. The SOW and these Terms and Conditions constitute the entire agreement between the parties with respect to its subject matter. These Terms and Conditions shall govern in the event of a direct conflict with the SOW unless the SOW expressly specifies that the SOW shall control in the event of a direct conflict. Each party agrees that it will not, without prior written consent of the other party, use in advertising or other publicity the name of the other party. Any dispute, controversy or claim ("Dispute") arising out of or in connection with these Terms shall be dealt with in accordingly. A meeting shall be held between parties promptly after the dispute has arisen. The meeting shall be attended by representatives of the Parties with decision making authority to settle the dispute. At the meeting the parties will attempt in good faith to negotiate a resolution to the Dispute. If within (30) days after the dispute has arisen, the parties are unable to negotiate a resolution they will jointly appoint a mutually acceptable mediator. The Parties shall enter into an agreement prior to the mediation to set out the procedures to be used during mediation. The Parties will bear the cost of the mediation equally.