## 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)

approved for use or disclosure by written authorization from the Disclosing Party or (v) required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such order in order to permit the Disclosing Party to challenge such disclosure.

- Obligations. Each party will not use the other party's Confidential Information except as necessary for the performance of services or enforcement of these terms and will not disclose such Confidential Information to any third party except to those of its employees, officers, directors, representatives and agents who have a bona fide need to know such Confidential Information for the performance or enforcement of these terms; provided that each such parties are bound by a written agreement that contains use and nondisclosure restrictions consistent with the terms set forth in this section. Upon demand by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control and destroy all derivatives and other vestiges of the Disclosing Party's Confidential Information; provided that the Receiving Party may retain one archival copy solely for the purpose of administering its obligations under the SOW; and provided further that Client may retain any Deliverables subject to any license set forth herein. All Confidential Information of the Disclosing Party shall remain the exclusive property of the Disclosing Party
- c. Injunction. Both parties agree that violation of any provision of this Section 5 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party will be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 6. Limitation of Liability. In no event will either party or its affiliates (including, without limitation, SolEx's Affiliates) or suppliers, or any of their respective officers, directors, employees, or agents, be liable to the other party or its affiliates, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with the SOW or otherwise, even if advised of the possibility of such damages. In no event will SolEx's, SolEx's Affiliates', their supplier's, or their respective officers', directors', employees' or agents' aggregate liability for all claims arising out of or in connection with the Services, Deliverables, the SOW and otherwise exceed the amount of fees actually paid by Client to SolEx under the SOW. No action regarding the Services or Deliverables, other than with respect to payments hereunder, may be brought more than six (6) months after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under the SOW, or (b) the claimant party's knowledge of the event giving rise to such cause of action.
- 7. Non-Solicitation. Client agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of the SOW, solicit to hire as an employee or SolEx any of SolEx's and/or SolEx's Affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its affiliates hires any employee(s) of SolEx and/or SolEx's Affiliates prior to expiration of the twelve (12) month period, as an employee or SolEx, Client agrees to pay to SolEx or SolEx's Affiliates, as applicable, within thirty (30) days of the hiring date, an amount equal to 20% of the person's annual compensation (including bonuses) at SolEx and/or SolEx's Affiliates at the time of his or her departure from SolEx and/or SolEx's Affiliates.
- 8. **SolEx's Affiliates.** SolEx's Affiliates, and/or employees of SolEx's Affiliates, may provide Services under the SOW. Such Affiliates and/or their employees that provide Services will be subject to these Terms and Conditions. Only the entity that is defined as SolEx and/or provides Services will be liable under these Terms and Conditions with respect to such Services. There shall be no joint and several liability with respect to entities that do not provide Services under these Terms and Conditions.
- 9. Assignment. Except as otherwise set forth in these Terms and Conditions, neither party may assign the SOW or these Terms and Conditions without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign the SOW or these Terms and Conditions without consent to any parent, subsidiary or other affiliate, in connection with a merger involving any of its affiliates or in connection with an acquisition of all or substantially all of such party's assets or equity interests. In addition, SolEx may assign the SOW or these Terms and Conditions to an Affiliate.

- 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.