

Purchase Order Terms and Conditions

These purchase order terms include the purchase order incorporating them by reference (the “**Purchase Order**”) between Commercial Bank International PSC (“CBI”) and the Supplier identified in the Purchase Order (“**Supplier**”).

These purchase order terms also include any statement of work or other attachments or exhibits physically attached to, or otherwise expressly incorporated in, the Purchase Order (such statement of work, attachment(s), or exhibit(s), the “SOW”). If CBI and Supplier are parties to a valid master agreement and: (a) there is no SOW, or (b) the SOW provides that the terms of such master agreement govern CBI’s and Supplier’s rights and obligations under the Purchase Order or SOW, then the terms of such master agreement supersede these purchase order terms. Otherwise, these purchase order terms govern CBI’s purchase, and Supplier’s provision, of the services, goods, and other deliverables as described in the Purchase Order. Supplier’s electronic or written acceptance or acknowledgement of the Purchase Order or Supplier’s commencement of performance, constitutes Supplier’s acceptance of these purchase order terms. CBI limits its acceptance of any offer from Supplier to these purchase order terms, and CBI rejects any additional or different terms in any other communication between the parties. CBI may revoke the Purchase Order at any time prior to Supplier’s acceptance.

1. Supplier Performance

- a. Supplier shall provide the services as set out in these purchase order terms (such services, the “Services”). Supplier shall perform all Services in a manner consistent with industry standards reasonably applied to the performance of such work.
- b. Supplier shall provide the deliverables set out in these purchase order terms (the “Deliverables”). Supplier shall not infringe upon any third party’s intellectual property rights in the course of providing the Services or Deliverables, and Supplier shall not provide CBI any software that contains open source technology or code designed to disrupt or impede operation or grant unauthorized access, such as viruses, worms, and back doors. If the Services or Deliverables fail to conform to the specifications, drawings, samples, descriptions, and requirements in these purchase order terms or contain material defects in design, materials, workmanship, performance, or title, Supplier shall at CBI’s option (without charge or delay), repair, replace, re-perform, or modify the Services and Deliverables to promptly correct such nonconformance or defect during or after the term of these purchase order terms. The SOW may provide for additional rights and remedies in connection with defects or nonconformance.
- c. Supplier shall not subcontract its obligations under these purchase order terms, in whole or in part, to any other person or entity without CBI’s prior written approval. Supplier is responsible for the acts and omissions of its subcontractors.
- d. Supplier shall not assign or transfer any rights (except rights to payments) or obligations under these purchase order terms without CBI’s prior written consent. CBI may assign these purchase order terms to any CBI affiliate without prior notice or consent.
- e. CBI may make available to Supplier certain equipment or other assets (“Equipment”). Supplier shall bear risk of loss of the Equipment from the time the Equipment is placed at Supplier’s disposal until Supplier returns the Equipment in accordance with CBI’s instructions. Supplier shall ensure Equipment is used solely for the provision of the Services and Deliverables. Supplier shall use, store, and transport all such Equipment in accordance with the user manuals and CBI instructions and shall keep Equipment free of all liens. Supplier shall execute all measures required for safeguarding the Equipment and CBI’s right, title, and interest to such Equipment. Except as otherwise agreed in writing, only CBI or its designee may provide required maintenance of Equipment. If Supplier fails to timely deliver the Equipment without damage (reasonable wear and tear excepted) to CBI or its designee in accordance

with CBI's instructions, Supplier shall pay all CBI costs to repair or replace the Equipment at the applicable location, including costs of replacement parts, labor, shipping, customs, and duties.

2. Charges

- a. CBI shall pay Supplier the charges set out in the Purchase Order or SOW for the Services and Deliverables Supplier provides. Except as otherwise agreed in writing, CBI is not obligated to pay for any other cost or expense.
- b. Supplier shall provide invoices to CBI after delivery of the Services and Deliverables, and CBI shall pay undisputed invoices in accordance with the payment terms set out in the Purchase Order.
- c. The fees set out in the Purchase Order do not include any sales, use, VAT, GST, property, or excise taxes, customs, import and export duties, or other tax, regardless of how or on whom the tax is levied and of whether such tax is based on any charge, price, fee, or other amount, the Services, the Deliverables, or their use. Supplier shall determine the applicable taxes and rates arising directly from Supplier's provision of the Deliverables or Services, excluding taxes based on Supplier's income, and shall add such taxes to the invoice. CBI shall reimburse Supplier for any taxes that CBI owes, and that Supplier pays, after CBI receives a valid tax receipt documenting such payment. Supplier is responsible for any interest or penalties resulting from Supplier's failure to promptly pay tax as required by law.

3. Confidential Information

CBI and Supplier shall comply with the obligations set out in the executed non-disclosure agreement and shall protect the other party's Confidential Information (as defined in such obligations).

4. Term and Termination

- a. These purchase order terms will continue in effect until CBI has accepted all Deliverables and Services, unless earlier terminated as provided in these purchase order terms.
- b. CBI may terminate these purchase order terms, at any time for convenience upon fifteen days' written notice to Supplier or such other notice period as set out in the SOW.
- c. Either party may terminate these purchase order terms if the other party breaches a material provision of these purchase order terms and fails to cure such breach within thirty days of receipt of written notice of breach.
- d. Notwithstanding anything in these purchase order terms to the contrary, CBI may immediately terminate these purchase order terms if: (a) Supplier breaches Section 5 (Supplier Compliance) or Section 6 (Ownership and License); (b) Supplier fails to comply with CBI's security policies or requirements; (c) all or substantially all of Supplier's assets are sold, or a controlling interest in Supplier is transferred, to an unaffiliated third party; or (d) Supplier commences or has commenced against it proceedings under any bankruptcy or liquidation law, or a receiver or similar officer is appointed with respect to a substantial part of its assets.
- e. Upon expiration or termination of these purchase order terms, CBI shall promptly return or destroy any Supplier Confidential Information in CBI's possession pertaining to these purchase order terms and pay Supplier invoices for Services and Deliverables provided up to the effective date of termination.
- f. Upon expiration or termination of these purchase order terms, Supplier shall:
 - i. immediately cease work on Services and Deliverables provided under these purchase order terms;
 - ii. deliver to CBI or its designee, in a timely and professional manner, all Equipment in the same condition Supplier received it, reasonable wear and tear excepted, and all Deliverables related to these purchase order terms;

- iii. return to CBI or destroy, at CBI's option, all Confidential Information related to these purchase order terms and provide CBI a certificate of destruction for any destroyed Confidential Information; and
- iv. designate a qualified individual to be CBI's single point of contact for all Supplier obligations in connection with this Section.

5. Supplier Compliance

- a. Supplier shall comply with all laws and regulations applicable to Supplier's performance of its duties and responsibilities under these purchase order terms ("Applicable Law"), including:
 - i. applicable laws on the prohibition or bribery and other anti-corruption legislations within the United Arab Emirates;
 - ii. applicable anti-money laundering regulations in the United Arab Emirates and notifying CBI of any violations or offences made by the Supplier that it may become aware of; and
 - iii. maintenance of accurate and complete Supplier Records of all transactions under these purchase order terms in accordance with applicable regulatory and generally accepted industry standards; provided, Supplier shall maintain all such Supplier Records for not less than five years.

6. Ownership and License

- a. CBI owns all right, title, and interest in the Deliverables and in any technology, items, and information resulting from Supplier's activities under or in anticipation of the Purchase Order or SOW, including any tangible or intangible derivatives, improvements, and modifications ("Work Product").
- b. Supplier hereby transfers, conveys, and assigns to CBI all of its right, title, interest, and intellectual property rights in the Deliverables and the Work Product. CBI has the exclusive right to apply for and register any patents, mask work rights, copyrights, and other proprietary rights protections with respect to the Deliverables and Work Product, and Supplier shall execute such documents and take such other actions as CBI may reasonably request, at CBI's expense, to apply for, register, perfect, and protect CBI's rights in the Deliverables and Work Product.
- c. Supplier hereby grants to CBI a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, worldwide right and license to use, exploit, and exercise in connection with CBI's use of the Services and Deliverables all such property and any intellectual property rights in such property.

7. Business Continuity and Force Majeure

- a. Supplier shall implement and maintain a written business continuity plan ("BCP") designed to ensure the continued availability of essential business functions during events that would otherwise affect Supplier's ability to provide the Services and Deliverables. Supplier shall include in the BCP evidence of a Business Impact Analysis (BIA) that identifies essential business functions and establishes their Recovery Time Objectives (RTO), Crisis Management Plans (CMP) to coordinate and communicate appropriate continuity actions, and Disaster Recovery Plans (DRP) for all essential business functions necessary to meet contractual obligations with CBI under these purchase order terms. Supplier shall review, revise, and test/exercise the BCP not less than once every twelve months. Supplier shall complete a BCP assessment, using CBI's supplier assessment tool, within thirty days of CBI's written request.
- b. If a party is unable to perform one or more obligations due to epidemic/pandemic, fire, flood, earthquake, hurricane, or similar natural disasters, war, terrorism, riots, rebellions, or revolutions, the party is excused from such obligation(s). Events affecting Supplier's customers or business apart from these purchase order terms and Supplier's failure to perform its obligations under this section do not excuse Supplier's failure to timely perform its obligations. The affected party shall provide prompt notice to the other of such event and shall use commercially reasonable efforts to resume performance without delay. If Supplier is unable to perform its obligations for more than forty-eight

hours by reason of an event described in this Section, CBI may, upon notice to Supplier: (a) cease payment of fees until Supplier recommences its performance; or (b) immediately terminate these purchase order terms and pay only those fees then due and payable.

8. Waiver

No waiver of any right constitutes a subsequent waiver of such right or any other rights under these purchase order terms. A waiver is only valid if in writing.

9. No Exclusivity; Relationship of The Parties

Except as the parties otherwise expressly agree in writing: (a) Supplier does not have an exclusive right to provide to CBI services and deliverables similar to the Services and Deliverables; and (b) neither party is a partner, employee, or agent of the other nor has authority to bind the other in any way.

10. Entire Agreement; Order of Precedence

These purchase order terms are the complete agreement between the parties regarding their subject matter and supersede all prior and contemporaneous oral or written communications. These purchase order terms may not be modified by course of performance; they may only be modified by a written agreement executed by both parties.

11. Severability

If a court holds any provision of these purchase order terms illegal, invalid, or unenforceable, the parties would want the court to interpret these purchase order terms as follows:

- a. By modifying any unenforceable provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. That the rest of these purchase order terms will remain in effect as written;
- c. That the unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of these purchase order terms by holding all of these purchase order terms unenforceable.

12. Notices

The parties shall provide all notices and consents in writing. Notices and consents delivered by hand or by email addresses shared by the parties or by a courier company are effective upon delivery to the other party at its respective address as stated on the Purchase Order.

13. Indemnification

- a. Supplier shall indemnify CBI, its affiliates, and their respective directors, officers, and employees against all losses and liabilities as incurred (including legal expenses and costs of other professionals) arising in connection with a claim or proceeding, brought by a third party during or after the term of these purchase order terms, alleging: (a) use of the Services or Deliverables violates any third party's intellectual property rights; (b) Supplier has failed to comply with Applicable Law, including any failure to satisfy tax or withholding obligations; or (c) Supplier's negligence, willful misconduct, or breach of any warranty or other obligation under these purchase order terms.
- b. CBI shall promptly notify Supplier of any such claim or proceeding. However, delay in notifying Supplier will not relieve Supplier from any obligation except to the extent the delay harmed Supplier. Supplier may assume the defense of such claim or proceeding, and CBI shall provide reasonable cooperation with Supplier, at Supplier's expense, in the investigation of any such claim or proceeding. Supplier shall not settle or otherwise consent to a judgment that diminishes CBI's rights or interests without CBI's express written consent. If Supplier fails to assume such defense, CBI may defend or settle such claim on Supplier's behalf.

14. Remedies

Except as the parties otherwise expressly agree in writing, the rights and remedies of each party provided in these purchase order terms are not exclusive and are in addition to other rights and remedies provided at law, in equity, or otherwise.

15. Audit and Inspection

- a. Supplier must properly maintain and retain books, accounts, records and reports related to the provisions of this Agreement for the duration of this Agreement and for ten (10) years following its expiry or termination.
- b. Supplier shall allow CBI, its internal and external auditors, and any of the Bank's competent regulators access to the Company's books, information and records related to this Agreement in a timely manner to the extent required to comply with applicable laws or to analyse or audit compliance with the provisions of the Agreement.

16. Delivery

- a. Unless CBI instructs Supplier otherwise in writing, Supplier shall: (a) deliver all Deliverables to CBI at the address set out in the Purchase Order; (b) preserve, package, and handle the Deliverables in accordance with best commercial practices and Applicable Law; and (d) include with each delivery a packing list identifying the Purchase Order number, quantity and description of the contents, and the shipping date. Supplier assumes responsibility for all shipping and delivery charges, including customs, duties, taxes, insurance, and costs. Risk of loss for the Deliverables does not pass to CBI until CBI accepts such Deliverables.
- b. Time is of the essence in Supplier's delivery of the Deliverables and Services. CBI may reject Deliverables and Services provided after the date(s) set out in the Purchase Order and SOW ("Delivery Date"). CBI may reject Services and Deliverables that do not conform to applicable specifications and requirements up to 10 business days following CBI's receipt. CBI may: (a) return the non-conforming Deliverables to Supplier for a refund or credit; (b) require Supplier to replace or re-perform the non-conforming Deliverables or Services; or (c) accept the non-conforming Deliverables or Services on the condition that Supplier provide a refund or credit CBI determines represents the diminished value of the non-conforming Deliverables or Services.
- c. CBI will hold any rejected Deliverables at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions, and Supplier shall bear all costs of return, including shipping and insurance charges. CBI may, in its sole discretion, destroy or sell at a public or private sale any rejected Deliverables for which Supplier does not provide CBI return instructions within a reasonable time. CBI will apply any proceeds of such sale first toward any storage charges. CBI's payment for any Services or Deliverables does not constitute CBI's acceptance.

17. Insurance

Supplier shall secure and maintain insurance providing coverage for liability to third parties for bodily injury and damage to property in amounts sufficient to protect CBI in the event of such injury or damage. Supplier shall comply with all laws, regulations, and orders pertaining to the liability of an employer for injuries and disease suffered in connection with employment. Supplier shall maintain such additional types and limits of insurance as is customary for a company of size and operations similar to Supplier in the same jurisdiction(s) as Supplier's operations.

18. Governing Law and jurisdiction

This Purchase Order shall be governed by and construed in all respects in accordance with the laws of Emirate of Dubai. Supplier hereby agrees for the benefit of CBI that the courts of the Emirate of Dubai shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Purchase Order and, for such purposes, irrevocably submits to the jurisdiction of such courts.