

PIDG LIMITED CONTRACT FOR CONSULTANCY SERVICES

CONTRACT FOR CONSULTANCY SERVICES

THIS CONTRACT is made this [insert] day of [insert] (this "Contract").

SECTION 1 FORM OF CONTRACT

CONTRACT FOR: [describe the services] (the "Project")

BETWEEN:

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LIMITED, a company incorporated and registered in England and Wales with company number 11265124 whose registered office is at 6 Bevis Marks, London, EC3A 7BA ("PIDG Ltd" or the "Client");

AND

[insert], a company incorporated and registered in [insert] with company number [insert] whose registered office is [insert] (referred to as the "Consultant"),

(each a "Party" and together the "Parties").

INTRODUCTION

- A. PIDG Ltd requires the Consultant to provide the services as described in the Scope of Services in Section 2 (*Scope of Services*).
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

OPERATIVE PROVISIONS

1. Documents

This Contract is comprised of the following documents:

Section 1	Form of Contract
Section 2	Scope of Services
Section 3	Special Conditions
Section 4	Schedule of Prices
Section 5	PIDG Mandatory Policies
Section 6	PIDG Standard Conditions of Contract

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 2 (*Scope of Services*) and/or Section 3 (*Special Conditions*).

2. Duration of the Services

The Consultant shall perform the Services **[in accordance with the timetable set out in Section 2 (Scope of Services) OR [from [insert] and this Contract shall expire on [insert]]** unless this Contract is extended or terminated earlier in accordance with its terms and conditions.

3. Key Personnel

The following Key Personnel shall perform the Services:

i. **[insert]**

ii. **[insert]**

iii. **[insert]**

and/or such other individuals that the parties may agree in writing from time to time should be Key Personnel for the purposes of this Contract.

4. Financial Limit

The maximum amount which the Consultant may invoice for the Services provided under this Contract shall not, in any circumstances exceed:

1. where applicable, the Deliverable Payment Amount (as defined below) for the corresponding Deliverable as set out in Section 4 (*Schedule of Prices*); and
2. in respect of all the Deliverables, an aggregate amount of **US\$ [*] ([*])** United States Dollars) inclusive of all taxes, VAT, costs and disbursements (the “**Financial Limit**”).

The Financial Limit shall be paid in accordance with Clause 17.1 of Section 6 (*PIDG Standard Conditions*) of Contract and the Work Plan and Payment Schedule set out at Section 4 (*Schedule of Prices*).

5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

6. Addresses for Notices

The addresses for notices referred to in clause 29.1 of Section 6 (*PIDG Standard Conditions of Contract*) are:

- a) The Private Infrastructure Development Group Limited
6 Bevis Marks, London, EC3A 7BA
United Kingdom
Tel: +44 (0) 20 3848 6740
Email: **[insert contract managers email address] and legal@pidg.org**
FAO: **[insert] and Legal**

b) **[Insert name of Consultant]**

[Address]
[Tel]
[Email]
FAO]

7. Countersignatures

This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Contract.

Each Party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Contract as if signed by that Party's manuscript signature.

For and on behalf of

THE PRIVATE INFRASTRUCTURE DEVELOPMENT GROUP LIMITED

By:

Title:

For and on behalf of

[insert full legal name of consultant]

By:

Title:

SECTION 2
SCOPE OF SERVICES

SECTION 3
SPECIAL CONDITIONS

1. Data Processing by the Consultant

1.1 *Scope and Nature*

The Consultant will process Personal Data in the performance of the Services. The scope of the Services is set out in further detail in the Contract.

1.2 *Purpose of Processing*

The Consultant is engaged to provide Services to PIDG Ltd.

1.3 *Duration of Processing*

The duration of the Contract.

1.4 *Types of Personal Data*¹

[Personal details of PIDG employees, consultants and directors including name, title, address, telephone number, personal email address, country, region, system access/usage.]

[Personal details PIDG's clients and participants in PIDG projects including name, telephone number, email address, country, region.]

1.5 *Categories of Data Subject*

Current and former PIDG employees
Clients of the PIDG Group
Employees of clients of the PIDG Group
Participants in PIDG's projects

1.6 *The processing operations carried out in relation to the Personal Data*²

Collection and recording of data, hosting data, organising data, adapting or altering data, consulting or retrieving data, destroying data, disclosing or transferring data for the purposes of delivering Services to PIDG Ltd pursuant to the Contract.

¹ To be amended as applicable for the services

² To be amended as applicable for the services.

SECTION 4
SCHEDULE OF PRICES

Financial Limit

The Financial Limit is set out in Section 1 (*Form of Contract*).

1. Work Plan and Payment Schedule

No	Deliverable	Timeline for delivery (After Contract Signature)	Deliverable Payment Amount	Trigger for Payment
i.				Payment upon approval of deliverable by PIDG
ii.				Payment upon approval of deliverable by PIDG

SECTION 5
PIDG MANDATORY POLICIES³

The PIDG Mandatory Policies are:

1. PIDG Code of Conduct
2. PIDG Anti-corruption and Integrity Operating Policy
3. PIDG Travel and Expense Reimbursement Policy and Procedures (to the extent applicable)

³ Consider whether there are any other policies that are applicable to the Services.

SECTION 6
GENERAL CONDITIONS

DEFINITIONS AND INTERPRETATION

1. Definitions

“**Advantage**” includes, but is not limited to money, loan, fee, stock, contractual right or interest, real estate, personal property, or other interests arising from business relationships, gifts, meals, entertainment, contributions or donations, travel and travel related expenses, below-market discounts, refunds, rebates, preferential treatment in the provision of, or preferential access to business opportunities or offers of employment, goods or services that do not have a commercially reasonable justification, or other improper inducements.

“**Anti-Bribery Laws**” means any applicable law, rule, regulation and other legally binding measure relating to the prevention of bribery, corruption or similar or related activities in a Relevant Jurisdiction, including (without limitation) the Bribery Act 2010 of the United Kingdom.

“**Applicable Law**” means the laws or regulations, regulatory policies, guidelines or industry codes in a Relevant Jurisdiction or which apply to the provision of the Services.

“**Associated Persons**” means in relation to an organisation, a person (including an employee, agent or subsidiary) who performs or has performed services (including within the meaning of section 8 of the Bribery Act 2010 and Part 3, section 44(4) of the Criminal Finances Act 2017 regarding the corporate offences of failure to prevent facilitation of tax evasion (as amended or superseded from time to time)) for that organisation or on its behalf and in respect of whose actions or inactions the organisation may be liable under Anti-Bribery Laws and/or the Criminal Finances Act 2017, including, as appropriate, contractors, sub-contractors, intermediaries, joint ventures and consortium partners.

“**Client Materials**” means all documents, information, items and materials in any form (whether owned by PIDG Ltd or a third party), which are provided by PIDG Ltd to the Consultant in connection with the Services.

“**Commissioner**” has the meaning given to it in the UK GDPR.

“**Confidential Information**” means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Project, the business, products, affairs and finances of the Client or any of the PIDG Group or their clients or investments and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of the PIDG Group or their investments or any of the consultants, clients, customers, agents, distributors, shareholders, third party managers, or management to all the above, whether or not such information (if in anything other than oral form) is marked confidential.

“**Consultant's Personnel**” means any person instructed pursuant to this Contract to undertake any of

the Consultant's obligations under this Contract, including the Key Personnel and the Consultant's directors, officers, employees, agents and sub-contractors.

“Control” means in relation to a Party the beneficial ownership of more than 50% of the issued capital of that Party, or the legal power to direct or cause the direction of the general management of that Party, or holding company thereof.

“Controller” has the meaning given to it in the UK GDPR.

“Data Protection Legislation” means all legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the retained EU law version of the GDPR (**“UK GDPR”**); the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority, as well as (ii) GDPR (if applicable).

“Data Subject” has the meaning given to it in the UK GDPR.

“Deliverable” means any output of the Services and any other documents, products and materials provided by the Consultant to PIDG Ltd in relation to the Services.

“Deliverable Payment Amount” means the payment for each corresponding Deliverable as set out in Section 4 (*Schedule of Prices*), if applicable.

“Equipment” means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Consultant cannot reasonably be expected to provide, which are financed or provided by PIDG Ltd for use by the Consultant.

“Financial Limit” means the amount described in Section 1 (*Form of Contract*).

“Force Majeure” means in relation to a Party any circumstances beyond the reasonable control of that Party, including without limitation, any of the following: (a) war, acts of warfare, hostilities (whether war be declared or not) invasion, incursion by armed force, act of hostile army, nation, terrorist or enemy; (b) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military or usurped power, civil war; (c) earthquake, flood, fire, arson, storm, lightning, tempest, accident, or other acts of God; (d) epidemic, explosion, disease, hijacking, sabotage or crime; or (e) act of government or governmental authority, including any relevant regulator.

“GDPR” means the General Data Protection Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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, rights in computer software, database rights, rights to use, and protect

the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, 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.

“Key Personnel” means the Consultant’s Personnel described in clause 3 of Section 1 (*Form of Contract*) and any additional personnel who may be appointed in accordance with clause 3 of Section 1 (*Form of Contract*).

“Mandatory Policies” means PIDG Ltd’s mandatory policies and procedures for this Contract set out in Section 5 (*PIDG Mandatory Policies*).

“Personal Data” has the meaning given to it in the UK GDPR.

“Personal Data Breach” has the meaning given to it in the UK GDPR.

“PIDG” means the Private Infrastructure Development Group, the multi-donor arrangement established in 2002 by the UK Department for International Development, the Swedish International Development Cooperation Agency, the Netherlands Directorate for Sustainable Economic Development and the Swiss Secretariat for Economic Affairs to provide a strategic approach to developing financing for private infrastructure investment.

“PIDG Anti-corruption and Integrity Operating Policy” means the Anti-corruption and Integrity operating policy located on PIDG Ltd’s website at [Anti-corruption and Integrity Operating Policy](#).

“PIDG Code of Conduct” means the Code of Conduct of the PIDG Group located on PIDG Ltd’s website at [Code of Conduct](#).

“PIDG Group” means The Private Infrastructure Development Group Trust (“**PIDG Trust**”), PIDG Ltd and any corporate entity established by the PIDG Trust or PIDG Ltd for the furtherance of PIDG’s activities and any holding company or subsidiary (as defined in the Companies Act 2006) of such corporate entities.

“PIDG Travel and Expense Reimbursement Policy and Procedures” means the Travel and Expense Reimbursement Policy and Procedures located on PIDG Ltd’s website at [Travel and Expense Reimbursement Policy and Procedures](#).

“Processing” has the meaning given to it in the UK GDPR.

“Processor” has the meaning given to it in the UK GDPR.

“Regulatory Authority” means any regulatory or governmental body, (including the United Kingdom’s Financial Conduct Authority and the Prudential Regulatory Authority), responsible for enforcing Applicable Laws or otherwise having jurisdiction over the activities of either Party.

“**Relevant Jurisdiction**” means all jurisdictions relevant to the provision of the Services from the Consultant to PIDG Ltd, including, without limitation:

- (a) the jurisdiction of PIDG Ltd;
- (b) the jurisdiction of the Consultant;

the jurisdiction where any employee or contractor of the Consultant involved in providing the Services is located;

the jurisdiction where the Services are being provided from; and

- (c) the jurisdictions where the members of the PIDG Group are located.

“**Sanctions**” means economic or financial sanctions enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom or the European Union (or any of its present or future Member States).

“**Services**” means the services to be performed by the Consultant pursuant to this Contract.

2. Interpretation

- 2.1. In the event of any inconsistency between Section 1 (*Form of Contract*), Section 6 (*PIDG Standard Conditions of Contract*) and Section 3 (*Special Conditions*), Section 3 (*Special Conditions*) shall prevail.
- 2.2. Except as expressly provided the Consultant is not the agent of PIDG Ltd and has no authority to represent and shall not purport to represent or imply or enter into any commitments on behalf of PIDG Ltd in any respect.
- 2.3. The relationship of the Consultant to PIDG Ltd will be that of independent contractor and nothing in this Contract shall make PIDG Ltd or the PIDG Group the employer of the Consultant or the Consultant’s Personnel, nor shall it establish any partnership or joint venture between any of the parties referred to in this Clause, nor shall it authorise any party as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 2.4. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - 2.4.1. is a reference to it as amended, extended or re-enacted from time to time; and
 - 2.4.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

OBLIGATIONS OF THE CONSULTANT

3. Obligations

- 3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2. If the Consultant is a joint venture then each of the joint venture parties shall have joint and several liability in respect of the Consultant's obligations under this Contract.
- 3.3. The Consultant shall comply with all applicable sections of the PIDG Mandatory Policies when performing the Services.
- 3.4. The Consultant shall comply with all Applicable laws which apply from time to time to the provision of the Services.
- 3.5. The Consultant shall ensure that the Services will conform with all descriptions, standards and specifications set out in Section 3 (*Scope of Services*), and that the Deliverables shall be fit for any purpose that the Client expressly makes known to the Consultant.
- 3.6. The Consultant shall obtain and at all times maintain all licences and consents which may be required for the provision of the Services.
- 3.7. The Consultant shall observe all health and safety rules and regulations and any other security requirements that apply at any of PIDG's premises.

4. Personnel

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified and experienced so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to the Key Personnel without PIDG Ltd's prior written consent.
- 4.3. If PIDG Ltd considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to PIDG Ltd with a replacement acceptable to PIDG Ltd.
- 4.4. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- 4.5. The Consultant shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. The Consultant shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted

by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

- 4.6. In providing the Services the Consultant shall not employ persons under the age of 15 for any form of labour or under the age of 18 for work involving hazardous labour activity; or (b) violate applicable labour laws and regulations, including those related to the right of association, organization and collective bargaining, forced labour, child labour, wages, hours of work, and occupational health and safety.

5. Sub-contractors

- 5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of PIDG Ltd.

- 5.2. If, having obtained PIDG Ltd's consent, the Consultant sub-contracts any of its obligations, the sub-contract shall be in writing and shall:

5.2.1. provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Consultant of a valid invoice; and

5.2.2. include rights for the Consultant and obligations on the sub-contractor to ensure that PIDG Ltd 's rights to require replacement of personnel (as set out in Clause 4.3 of this Section 6) and PIDG Ltd's rights and the Consultant's obligations as set out in Clauses 6 to 10 (inclusive) of this Section 6 can be enforced against the sub-contractor; and

5.2.3. impose on and secure from the subcontractor obligations equivalent to those imposed under this Contract.

6. Disclosure of Information

- 6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of PIDG Ltd, disclose to any third party or use any Confidential Information obtained during or arising from this Contract other than in accordance with clause 24.

- 6.2. No publicity is to be given by the Consultant to this Contract without the prior written consent of PIDG Ltd.

- 6.3. In accordance with the PIDG Code of Conduct, information contained in this Contract relating to the identity and nationality of the Consultant, a description of the Services and the duration and value of this Contract will be published on www.pidg.org.

7. Intellectual Property Rights

- 7.1. In relation to the Client Materials:

7.1.1. PIDG Ltd and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

7.1.2. PIDG Ltd grants to the Consultant a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Contract solely for the purpose of providing the Services to PIDG Ltd.

- 7.2. In relation to the Deliverables:
- 7.2.1. the Consultant assigns to PIDG Ltd, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables;
 - 7.2.2. the Consultant shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
 - 7.2.3. the Consultant shall, promptly at PIDG Ltd's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as PIDG Ltd may from time to time require for the purpose of securing for PIDG Ltd all right, title and interest in and to the Intellectual Property Rights assigned to PIDG Ltd.
- 7.3. The Consultant warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Client Materials) by PIDG Ltd shall not infringe the rights, including any Intellectual Property Rights, of any third party.

8. Access and Audit

- 8.1. The Consultant shall keep accurate and systematic accounts, files and records ("the **Records**"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Consultant shall keep the Records throughout the duration of this Contract and for 6 years following its termination.
- 8.2. The Consultant shall upon request provide PIDG Ltd or its representatives unrestricted access to the Records in order that the Records may be inspected and copied. The Consultant shall co-operate fully in providing to PIDG Ltd and its representatives answers to such enquiries as may be made about the Records.
- 8.3. Where it is found by PIDG Ltd that any overpayment has been made to the Consultant the Consultant shall reimburse PIDG Ltd such amount within 28 days of the date of PIDG Ltd's written demand.

9. Anti-bribery and Corruption

9.1. Anti-Bribery and Corruption

- 9.1.1. The Consultant acknowledges that PIDG has a zero tolerance of bribery and corruption.
- 9.1.2. When providing the Services to PIDG Ltd, the Consultant will and will require that the Consultant's Personnel and its Associated Persons involved in delivering the Services comply with all applicable Anti-Bribery Laws.
- 9.1.3. The Consultant covenants throughout the term of this Contract to use all reasonable endeavours to procure that none of the Consultant's Personnel or Associated Persons involved in delivering the Services will engage in any activity, practice or conduct or take

any action, directly or indirectly, which would constitute an offence under any applicable Anti-Bribery Laws.

9.1.4. In connection with the Services the Consultant will either:

- (a). comply, and require the Consultant's Personnel and Associated Persons to comply, with the PIDG Anti-corruption and Integrity Operating Policy as amended from time to time; or
- (b). maintain throughout the term of this Contract and comply with, and require the Consultant's Personnel and Associated Persons to comply with, the Consultant's own anti-corruption policies, procedures and systems which are no less stringent than the PIDG Anti-corruption and Integrity Operating Policy to ensure compliance with all applicable Anti-Bribery Laws.

9.1.5. The Consultant will, as soon as the Consultant is made aware, promptly report to PIDG Ltd:

- (a). any request or demand for a bribe, kickback, facilitation payment or any other undue financial or other Advantage of any kind received by the Consultant or any of the Consultant's Personnel or Associated Persons in connection with the Services; and/or
- (b). any allegations or proceedings or investigation against the Consultant, the Consultant's Personnel or Associated Persons in connection with bribery or corruption; or
- (c). if a Public Official (as such term is defined in the applicable Anti-Bribery Laws) becomes a member of the Consultant's Personnel or Associated Persons.

9.1.6. The Consultant represents and warrants that:

- (a). None of the Consultant, any member of the Consultant's Personnel or, to the knowledge of the Consultant, any Associated Person or their directors, officers or employees or Associated Persons, is aware of or has taken any action, directly or indirectly, that could result in a violation by such persons of Anti-Bribery Laws, to which the Consultant, any member of the Consultant's Personnel or any Associated Person is subject and, without limitation, they have not (directly or indirectly) (i) offered, paid, promised to pay or authorised the payment of any money or other Advantage that could constitute a bribe, (ii) solicited, accepted or received any money or other advantage that could constitute a bribe or (iii) given, promised to give or authorised the giving of anything of value to any Public Official (as such term is defined in the applicable Anti-Bribery Laws) in contravention of the applicable Anti-Bribery Laws.
- (b). The Consultant, has conducted its business in compliance with applicable Anti-Bribery Laws and has instituted and maintained policies, procedures and systems designed to ensure, and which are reasonably expected to continue to ensure compliance with such Anti-Bribery Laws, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls; and

- (c). No investigation, proceedings or claim has been initiated against the Consultant or any member of the Consultant's Personnel or, to the knowledge of the Consultant, its Associated Persons or their directors, officers, employees or Associated Persons, by any governmental, administrative, judicial or regulatory body, authority or organisation in relation to any applicable Anti-Bribery Laws.

9.1.7. The Consultant shall indemnify and hold harmless and keep indemnified PIDG Ltd (for itself, and for any member of the PIDG Group), its directors, officers, employees and agents from and against all and any liability or loss suffered or incurred in any jurisdiction by PIDG Ltd or the PIDG Group, its directors, officers, employees or agents due to a breach by the Consultant, the Consultant's Personnel or its Associated Persons of any applicable Anti-Bribery Laws.

9.1.8. If any taxation authority in any jurisdiction brings into any charge to taxation any sum payable under the indemnity contained in this clause, the amount so payable will be increased by such amount as will ensure that the person to whom payment is made will retain, after deduction of the taxation so chargeable, the amount it would have retained had no such tax been payable.

9.1.9. In order that PIDG Ltd may ensure its own compliance with the applicable Anti-Bribery Laws, the Consultant agrees, on reasonable notice, to allow PIDG Ltd to inspect its anti-corruption policies, procedures and systems and, where necessary, to make any recommendations for improvement that may be found to be necessary. Such inspection is to be carried out as expediently as possible and with as minimum disruption to the business of the Consultant as possible.

9.2. **Know-your-customer checks**

9.2.1. The Consultant shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations.

9.2.2. If:

- (a). the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Contract;
- (b). any change in the status of the Consultant (or of a holding company of the Consultant) or in the composition of the shareholders or directors of the Consultant (or of a holding company of the Consultant) after the date of this Contract; or
- (c). a proposed assignment or transfer of any of rights and obligations under this Contract to a party that is not a party prior to such assignment or transfer,

obliges the Client (or, in the case of paragraph (c) above, any prospective transferee or assignee) to comply with "know your customer", anti-money laundering, anti-terrorist financing or similar identification procedures in circumstances where the

necessary information is not already available to it, the Consultant shall promptly upon the request of the Client supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Client (for itself or on behalf of any prospective transferee or assignee) in order for the Client or, in the case of the event described in paragraph (c) above, any prospective transferee or assignee to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations.]

9.2.3. If the Consultant fails to:

- (a). provide such documentation or other evidence required under this Clause 9;
or
- (b). satisfy “know your customer” or other similar checks

the Client shall have the right to terminate this Contract with immediate effect.

10. Tax Evasion Facilitation Offence

10.1. The Consultant will not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017.

10.2. In the event that the Consultant, any of the Consultant’s Personnel or, where applicable, any individual or company or other legal entity which (whether directly or indirectly) owns or controls the Consultant is or becomes subject to Sanctions, PIDG Ltd shall be entitled at PIDG Ltd’s absolute discretion and immediately to:

- 10.2.1. cease carrying out or suspend its obligations under this Contract; and/or
- 10.2.2. terminate this Contract.

11. Conflict of Interest

11.1. Neither the Consultant nor any of the Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

11.2. The Consultant and the Consultant's Personnel shall notify PIDG Ltd immediately of any real, apparent or potential conflict together with recommendations as to how the conflict can be avoided.

12. Indemnity and Insurance

12.1. The Consultant shall be under no liability to PIDG Ltd by reason of the performance of the Services except in respect of any actions, damages, proceedings, claims, costs, demands and expenses (“Losses”) arising from (i) the failure by the Consultant, its officers, employees, agents or Consultant’s Personnel to exercise due care and diligence in the performance of the Services or (ii) fraud, negligence, wilful default, wilful misconduct or bad faith on the part of the Consultant or any of its officers, employees, agents or Consultant’s Personnel.

- 12.2. The Consultant shall indemnify PIDG Ltd on written demand in respect of all Losses incurred by PIDG Ltd which arise in connection with the provision of the Services to the extent that such Losses were caused by the Consultant's failure (or the failure of its officers, employees, agents or the Consultant's Personnel) to exercise due care and diligence in the performance of the Services or fraud, negligence, wilful default, wilful misconduct or bad faith on the part of the Consultant or any of its officers, employees, agents or Consultant's Personnel.
- 12.3. During this Contract, and for a period of one year afterwards, the Consultant shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with this Contract, and produce to PIDG Ltd on demand full particulars of that insurance and the receipt for the then current premium.

PROCUREMENT AND EQUIPMENT

13. Procurement

- 13.1. If applicable, all procurement of Equipment shall:
- 13.1.1. be undertaken in accordance with such procedures as may be agreed in writing by PIDG Ltd;
 - 13.1.2. achieve "Value for Money" and be conducted in a fully transparent manner;
 - 13.1.3. be on the basis that the ownership in Equipment shall vest in PIDG Ltd, and shall be so marked.
- 13.2. For the purpose of this Clause 13, "Value for Money" shall mean procuring at that price which will result in the lowest possible lifetime cost.

14. Use of and Responsibility for Equipment

- 14.1. Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Consultant is not permitted unless PIDG Ltd gives prior written consent.
- 14.2. The Consultant shall keep an up to date inventory of the Equipment, its condition and location and make such inventory available to PIDG Ltd immediately on request.
- 14.3. Subject to Clause 14.4 the Consultant shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Consultant shall notify PIDG Ltd immediately the Consultant becomes aware of any loss of or damage to Equipment.
- 14.4. Except as required by law, the Consultant shall not insure Equipment. PIDG Ltd shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Consultant's negligence and provided the Consultant obtains and pays to PIDG Ltd such proper compensation as may be due from others.
- 14.5. The Consultant shall obtain PIDG Ltd's instructions on the disposal of Equipment and comply

with such instructions.

PRICE AND PAYMENT

15. Applicable Provisions and Financial Limit

- 15.1. Unless different provisions are substituted in Section 4 (*Schedule of Prices*), Clauses 15 to 19 inclusive shall apply in relation to price and payment.
- 15.2. The components which comprise the Financial Limit are set out in the Section 4 (*Schedule of Prices*). No expenditure may be incurred in excess of the Financial Limit and no virements between components shown in Section 4 (*Schedule of Prices*) are permitted without the prior written authority of PIDG Ltd.

16. Price/Fees

- 16.1. Any price or fees payable (as set out in Section 1 (*Form of Contract*) and Section 4 (*Schedule of Prices*)) are deemed to cover the cost of salary, leave allowances and bonuses of the Consultant's Personnel and all profit, taxes (excluding VAT), insurances, super-annuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations and overheads of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract, if any.

17. Expenses

- 17.1. If the price or fees payable (as set out in Section 1 (*Form of Contract*) and Section 4 (*Schedule of Prices*)) includes any expenses of the Consultant to be reimbursed by PIDG Ltd, such expenses shall only be reimbursed if they are incurred in accordance with the PIDG Travel and Expense Reimbursement Policy and Procedures.

18. Invoicing Instructions

- 18.1. Unless otherwise expressly provided in Section 3 (*Special Conditions*) or Section 4 (*Schedule of Prices*), invoices should be submitted monthly in arrears to 'For the Attention of The Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA for payment by PIDG Ltd and in accordance with the remainder of Clause 18.
- 18.2. PIDG Ltd shall, unless otherwise expressly provided in Section 3 (*Special Conditions*) or Section 4 (*Schedule of Prices*), make payments due by direct credit. All invoices must contain details of the account to which payments are to be made.
- 18.3. Invoices should include the Consultant's form of letterhead, reference this Contract and bear an original signature. They should be numbered sequentially, dated and marked 'For the attention of Finance Team, The Private Infrastructure Development Group Ltd, 6 Bevis Marks, London, EC3A 7BA'. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".
- 18.4. All invoices should contain details of reimbursable expenditure, if any, in accordance with

Section 3 (*Special Conditions*) or Section 4 (*Schedule of Prices*) of this Contract.

- 18.5. Invoices for reimbursable expenditure if any shall be accompanied by evidence of expenditure satisfactory to PIDG Ltd. PIDG Ltd may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this is not provided within a reasonable time.
- 18.6. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. PIDG Ltd reserves the right not to pay any amount due in respect of an invoice received by PIDG Ltd more than 90 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.

19. Payments

- 19.1. Subject to PIDG Ltd being satisfied that the Consultant is or has been carrying out its duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 19.2. Payment shall be made in the currency of the Financial Limit to the account nominated by the Consultant. Reimbursable expenditure, if any, arising in a different currency shall, subject to the Financial Limit, be reimbursed in the currency of this Contract at the exchange rate stated on Oanda.com on the date on which the expenditure in question was paid for by the Consultant.
- 19.3. If PIDG Ltd is not satisfied with the Consultant's performance of its duties, obligations or responsibilities under this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event PIDG Ltd shall identify the particular duties, obligations or responsibilities with which it is not satisfied, together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon performance satisfactory to PIDG Ltd or resolution of outstanding queries.
- 19.4. Should PIDG Ltd determine after paying any amount under this Contract that the Consultant has not performed its duties, obligations or responsibilities satisfactorily, PIDG Ltd may recover, or withhold from further payments, a proportionate amount until the position has been remedied to PIDG Ltd's satisfaction.

FORCE MAJEURE AND TERMINATION

20. Force Majeure

- 20.1. Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the Party not affected may terminate this Contract by giving 30 days' written notice to the affected Party.

21. Suspension or Termination without Default of the Consultant

- 21.1. PIDG Ltd may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant in writing and giving the reasons for such suspension or termination. PIDG Ltd may also terminate this contract for convenience by giving the Consultant one (1) month's written notice.
- 21.2. Where this Contract has been suspended or terminated pursuant to Clause 21.1, the Consultant shall:
- 21.2.1. take such steps as are necessary to suspend or terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
 - 21.2.2. provide to PIDG Ltd, not more than thirty (30) days after PIDG Ltd notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
 - 21.2.2.1. the fees, if any, or reimbursable expenditure, if any, due before the date of suspension or termination;
 - 21.2.2.2. costs, if any, to be expended after the date of suspension or termination which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 21.3. Subject to Clause 18 (Invoicing Instructions) and Clause 19 (Payments) and PIDG Ltd's approval, PIDG Ltd shall pay such amount to the Consultant within 30 days after receipt from the Consultant of an Invoice in respect of the amount due.
- 21.4. Without limiting or affecting any other right or remedy available to it, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:
- 21.4.1. the other Party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 21.4.2. the other Party takes or has taken against it any step or action in connection with that party entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 21.4.3. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

- 21.4.4. by either Party with immediate effect from the date of service of a written notice if required in compliance with a formal direction made by a Regulatory Authority.
- 21.5. Without affecting any other right or remedy available to it PIDG Ltd may terminate this Contract with immediate effect by giving written notice to the Consultant if:
- 21.5.1. the Consultant repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
 - 21.5.2. the Consultant's financial position deteriorates to such an extent that in the Client's opinion the Consultant's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy;
 - 21.5.3. the Consultant is in material breach of the Applicable Laws applicable to it;
 - 21.5.4. there is a change of Control of the Consultant;
 - 21.5.5. the Consultant is prevented from performing its obligations under this Contract by a Force Majeure Event for a period of more than 30 days; or
 - 21.5.6. the Consultant ceases, or threatens to cease carrying on all or a substantial part of its business.
- 21.6. On expiry or termination of this Contract:
- 21.6.1. all licences granted to the Consultant under this Contract shall terminate immediately; and
 - 21.6.2. the Consultant shall promptly deliver and/or return all materials in the Consultant's possession relating to the performance of the Consultant's obligations hereunder including any Client Materials, any Deliverable whether or not then complete and shall provide all such assistance as is reasonably requested by PIDG Ltd. Until they have been returned or delivered, the Consultant shall be solely responsible for the safe keeping of such materials and will not use them for any purpose not connected with this Contract.
- 21.7. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 21.8. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

GENERAL PROVISIONS

22. Variations

- 22.1. No variation in the terms or scope of this Contract shall be effective without PIDG Ltd's prior written consent. PIDG Ltd shall have no liability in respect of work performed outside the Services set out in Section 2 (*Scope of Services*).

23. Assignment

23.1. The Consultant shall not, without the prior written consent of PIDG Ltd, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

24. Confidentiality

24.1. The Consultant shall not (except in the exercise of its duties hereunder or to the extent required by Applicable Laws or pursuant to an order or request of a court or any other person or body of competent jurisdiction or any Regulatory Authority the requests of which the Party in question customarily complies) either during the continuance of this Contract or thereafter disclose any Confidential Information to any person not authorised by PIDG Ltd to receive such information, and the Consultant will use its reasonable endeavours to prevent any such disclosure as aforesaid whether by any officer, employee, agent, subcontractor, Consultant's Personnel or itself or by anyone else.

24.2. This restriction shall not apply:

24.2.1. to information that is available in the public domain, except where this is the result of the violation of this confidentiality clause (or the breach of confidentiality obligations of another person in circumstances whereby the relevant party should reasonably be aware that person was under a duty of confidentiality to another party);

24.2.2. if non-disclosure would render the Consultant liable to legal or administrative sanctions;

24.2.3. if PIDG Ltd has given prior written approval to the disclosure, provided that, if the Consultant reasonably determines that it is required to make any disclosure of any Confidential Information for any of the reasons described in this clause it will prior to making such disclosure (where permitted by law), consult with PIDG Ltd as to the disclosure requirement with a view to allowing PIDG Ltd an opportunity to take such steps as are necessary to preserve the confidentiality of the information, including taking legal action or to seek to minimise the degree of information which must be disclosed.

24.3. The Consultant shall not, and shall procure that the Consultant's Personnel do not, use any of PIDG Ltd's Confidential Information received otherwise than for the purposes of this Contract.

24.4. The Consultant undertakes to restrict access to Confidential Information by the Consultant's Personnel to those individuals who have a genuine need of such access in order to provide the Services and shall ensure that such Consultant's Personnel are aware of, and comply with, the confidentiality obligations in this Contract.

- 24.5. To the extent not prohibited under Applicable Laws, the Consultant undertakes to notify PIDG Ltd immediately when it becomes aware of any unauthorised access to the Confidential Information.
- 24.6. Neither during the term of this Contract nor after its termination shall either Party do or commit, or omit to do, any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party hereto or any director or officer thereof.

25. Security Requirements

- 25.1. The Consultant shall, and shall procure that the Consultant's Personnel shall, take all necessary steps to ensure that all data or information belonging to PIDG Ltd which comes into its possession or control in the course of providing the Services is protected in accordance with the Client's information security policies, and in particular the Consultant shall:
- 25.1.1. take all necessary precautions to avoid the introduction of any malware that could affect the Services and consequently PIDG Ltd's systems and will take appropriate measures should it discover the existence of any malware of any kind;
 - 25.1.2. conduct adequate IT security testing and install appropriate anti-virus systems;
 - 25.1.3. take all necessary precautions to avoid the intrusion of any unauthorised persons or systems that could affect the Services and subsequently PIDG Ltd's systems;
 - 25.1.4. take all the necessary security measures regarding Consultant's Personnel in order to avoid any unauthorised access to Confidential Information;
 - 25.1.5. take appropriate measures should it note the existence of any viruses;
 - 25.1.6. conduct adequate tests and ensure the level of traceability of access;
 - 25.1.7. inform PIDG Ltd immediately in the event of any third-party unauthorised access, of the introduction of malware, and any usage that does not comply with the scope of the Services;
 - 25.1.8. take all necessary precautions at the infrastructure level in order to protect the integrity of the Confidential Information; and
 - 25.1.9. implement, in the required timeframe, all necessary actions following the observation of a lack of security originating from an audit or permanent monitoring process.

26. Data Protection

- 26.1. PIDG Ltd will collect and process information relating to the Consultant in accordance with the privacy notice on www.pidg.org.
- 26.2. The Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 26 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

- 26.3. The parties have determined that, for the purpose of the Data Protection Legislation, the Consultant shall process the personal data set out in Section 3 (*Special Conditions*) as processor on behalf of PIDG Ltd.
- 26.4. Section 3 (*Special Conditions*) of this Contract sets out the scope, nature and purpose of the Processing by the Consultant, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 26.5. The Consultant shall, in relation to any Personal Data processed:
- 26.5.1. process that personal data only on the documented written instructions of PIDG Ltd unless the Consultant is required by Applicable Law to otherwise process the Personal Data. Where the Consultant is relying on Applicable Law as the basis for processing the Personal Data, the Consultant shall promptly notify PIDG Ltd of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Consultant from so notifying PIDG Ltd on grounds of public interest. The Consultant shall immediately inform PIDG Ltd if, in the opinion of the Consultant, the instructions of PIDG Ltd infringes the Data Protection Legislation;
 - 26.5.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of PIDG Ltd Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:
 - i. the pseudonymisation and encryption (including by way of password protection) of the PIDG Ltd Personal Data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to PIDG Ltd Personal Data in a timely manner in the event of a physical or technical incident; and
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - 26.5.3. ensure and procure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 26.5.4. promptly assist PIDG Ltd in responding to any request from a data subject and in ensuring compliance with PIDG Ltd's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Consultant shall promptly notify PIDG Ltd if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of PIDG Ltd Personal Data;
 - 26.5.5. notify PIDG Ltd without undue delay (and no later than 24 hours) after becoming aware of a Personal Data breach;

- 26.5.6. at the written direction of PIDG Ltd, delete or return to PIDG Ltd all PIDG Ltd's Personal Data on termination or expiry of this Contract, and certify to PIDG Ltd in writing it has done so, unless the Consultant is required by Applicable Law to continue to process that Personal Data, in which case the Consultant shall promptly notify PIDG Ltd in writing of what that Applicable Law is and shall only be permitted to process that Personal Data for the specific purpose so-notified, and all other requirements set out in this Clause 26 shall continue to apply to such PIDG Ltd Personal Data notwithstanding the termination or expiry of this Contract for as long as such Personal Data is processed by the Consultant. For the purposes of this Clause 26.5 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- 26.5.7. maintain adequate records, and, on PIDG Ltd 's request, make available such information as PIDG Ltd may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by PIDG Ltd or PIDG Ltd's designated auditor, to demonstrate its compliance with the Data Protection Legislation and this Clause 26.
- 26.6. The Consultant shall not, without the prior written consent of PIDG Ltd (and in any event subject to the Consultant providing PIDG Ltd with reasonable evidence that such activity is being undertaken in full compliance with the Data Protection Legislation):
- 26.6.1. appoint or replace (or change the terms of the appointment of) any other processor in relation to PIDG Ltd Personal Data or transfer any PIDG Ltd Personal Data to the same; or
- 26.6.2. carry out, via itself or via any other processor, any processing of PIDG Ltd Personal Data, or transfer any PIDG Ltd Personal Data, outside of the United Kingdom, including processing PIDG Ltd Personal Data on equipment situated outside of the United Kingdom.
- 26.7. Either Party may, at any time on not less than 30 days' notice, revise Clause 26 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).
- 26.8. The Consultant shall indemnify and keep PIDG Ltd indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the Consultant of any Data Protection Legislation or its obligations under liability for losses arising from breaches of this Clause 26.

27. Limit of Liability

- 27.1. Save for payments due for the performance of the Services and reimbursable expenses in accordance with this Contract, the parties agree that PIDG Ltd shall be excluded from all liability howsoever arising except for liability:
- 27.1.1. arising from death or personal injury caused by negligence of PIDG Ltd;
- 27.1.2. arising from dishonesty or fraud;

27.1.3. that cannot be limited or excluded by law; and

27.1.4. breach of any obligation as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

28. Retention of Rights

28.1. Clauses 6, 7, 8, 13, 24, 25, 26, 28, 30, 31 and 32 of this Section 6 and any relevant clauses listed under Section 3 (*Special Conditions*) shall continue in force following the termination of this Contract.

29. Notices

29.1. All notices or other communications to be given under this Contract shall be made in writing and by letter or email (save as otherwise stated) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched (in the case of email, unless the sender receives notification that the email has not been delivered), or seven (7) days after being despatched in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or email address specified in Section 1 (*Form of Contract*), or at such other address or email address as such Party may hereafter specify for such purpose to the other Party by notice in writing.

30. Law and Jurisdiction

30.1. This Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by the laws of England and Wales.

31. Third Party Rights

31.1. No term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract.

32. Amicable Settlement

32.1. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract.

32.2. Any dispute, controversy or claim arising out of or relating to this Contract, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Contract or any non-contractual claims (whether in tort or otherwise), which the parties are unable to resolve pursuant to Clause 32.1 shall be referred to and finally determined by arbitration.

32.3. It is agreed that:

32.3.1. the arbitral tribunal shall consist of one arbitrator who is to be appointed by the Parties or, failing agreement by the Parties within 30 days of service of written notice by either Party to the other Party requesting agreement to the appointment of an

arbitrator, the appointing authority shall be the London Court of International Arbitration (“LCIA”);

- 32.3.2. if the Parties cannot agree on the arbitrator to be appointed, the appointing authority shall be the LCIA;
 - 32.3.3. the seat of the arbitration shall be London;
 - 32.3.4. the law governing this arbitration agreement shall be English law; and
 - 32.3.5. the language of the arbitration shall be English.
- 32.4. The tribunal's award shall be final and binding. The Parties hereby agree to exclude all rights to seek a determination by the court of a preliminary point of law under section 45 of the Arbitration Act 1996 and all rights of appeal on a point of law from any arbitration award under section 69 of the Arbitration Act 1996.
- 32.5. The Parties also agree to take steps to minimise the environmental impact of an arbitration initiated under this Contract. The Parties will raise this with the arbitrator and tribunal at the earliest opportunity and agree appropriate measures to be included in the first procedural order or equivalent step in the arbitration. When considering with the arbitrator and tribunal what measures should be adopted, the Parties will have regard to, the principles and measures set out in The Green Protocol for Arbitral Proceedings adopted by the Campaign for Greener Arbitrations (<https://www.greenerarbitrations.com/green-protocols/arbitral-proceedings>).