

Terms of Business

This document is subject to and shall be read together with the accompanying documents which identifies the engagement to which they relate (the “**Proposal**” or “**Engagement Letter**”). In the event of any inconsistency, the terms of the Proposal and/or Engagement Letter shall at all times, prevail.

“**LADYS Person**” means the LADYS contracting party, which includes, anybody or entity controlled by such LADYS entity, including any director, agent, consultant or employee of that or of any such body or entity that is engaged in the provision of the obligations as per the terms of the Proposal and/or Engagement Letter.

“**Colleagues**” shall mean, collectively or individually, LADYS Person(s) who are not members of the engagement team.

1. Services

- a) **Scope** – We will perform the services described in the Engagement Letter or Proposal with reasonable skill and care. In addition, all actions have been taken or will be taken so that the execution and delivery of, and the performance by it our obligations under the scope of engagement shall not (i) infringe, or constitute a default under, any instrument, contract, document or agreement to which we are a party or by which its assets are bound and (ii) result in a breach of any law, rule, regulation, ordinance, order, judgment or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body to which we are a party or by which our assets are bound, whether in Singapore or elsewhere.
- b) **Timeline** - We would endeavour as best as possible, to meet specified timeline(s). Unless otherwise agreed in writing, timeline(s) specified in the Engagement Letter and/or Proposal and/or other channels of communication shall at all times remain to be tentative and indicative solely for the purposes of facilitating the planning and execution of the terms of the engagement. These indicative dates are in no way binding on the engaged LADYS Person(s) and/or the LADYS Entity.
- c) **Further work** - Unless otherwise agreed in writing, any further work agreed to be carried out in connection with the scope of our services shall be carried out as part of any prevailing Agreement and shall, at all times, be subject to its terms.
- d) **Oral advice and draft deliverables** – You unconditionally accept and acknowledge that you will at all times, not rely on draft deliverables or oral advice issued by us in regard to the scope of services and our rights are expressly reserved to having ultimate discretion to amend, modify and re-draft such items.
- e) **Services for your benefit** - Our services are provided solely for your use and for the purpose(s) as set out in the Engagement Letter and/or Proposal and/or any other relevant deliverable(s). Unless otherwise agreed in the Engagement Letter and/or Proposal and/or the relevant deliverable(s), as required by law, or with our prior written consent, you shall not, inter alia:

- i. show and/or provide a deliverable to any third party or include or refer to a deliverable or use our name or logo in a public document;
- ii. make any public statement about us and/or the terms of our services to you.

2. Your responsibilities

a) **Generally** - You agree to, inter alia:

- i. provide us promptly with all information, instructions and access to third parties that we will require to perform the scope of services; and
- ii. ensure that at all times, you have obtained the necessary consents and approvals from the respective third parties for us to use such information or intellectual property rights in the performance of the scope of our services to you.

b) **Information** – You agree to, inter alia:

- i. ensure that at all times, information that you provide to us is accurate, complete and not misleading. You further acknowledge and unconditionally accept that our provision of the scope of services are solely dependent upon the information you provide and that in no circumstances would we be required to further check and verify its truth and accuracy, unless otherwise agreed;
- ii. immediately alert us to changes on the information provided to us;
- iii. notify us on the relevance of information from other services that we have provided that may, either be directly or indirectly connected with the current engagement. You further acknowledge and unconditionally accept that our provision of the scope of services are solely dependent upon the information and notice that you provide to us and that in no circumstances would we be expected to use other related information in the execution of our services under the current engagement.

- c) **Interdependence** – You further acknowledge and unconditionally accept that our provision of the scope of services herein are strictly dependent upon the performance your obligations under this Agreement. You further acknowledge and unconditionally accept that you shall not hold us liable in any aspect of fulfilling our obligations herein, whatsoever and howsoever should such circumstances arise due to the non-performance of your obligations.

3. Fees and payments

- a) **Basis of Fees** – You acknowledge and agree that our fees for the scope of services will be charged on the basis of inter alia; billable hours, complexities associated with the

scope of services, specialist input (where required) and the urgency and/or inherent risks of the engagement. These will be set out in the Proposal(s), Engagement Letter and/or other correspondence before we commence the scope of our services.

- b) **Revisions to Fees** – We will mutually agree to Revised Fees should the need arise due to factors that include significant increase in the time taken to execute the scope of services.
- c) **Expenses** – Unless otherwise stated in the Engagement Letter or Proposal(s), all fees quoted exclude expenses and incidentals. These are inclusive but not limited to travel, subsistence, communication and document handling costs (photocopying, printing, fax and courier, etc) that will be charged over and above the stipulated fees for the scope of services.
- d) **Taxes** – Unless otherwise stated in the Engagement Letter and/or Proposal(s), fees for our services are nett of any taxes, including turnover taxes, that are due.
- e) **Invoices and payment** – All invoices will immediately be due for payment upon receipt by you. You shall at no point, withhold or reduce all or any part of our Fees that is due, unless it is otherwise agreed upon in writing by the us. Without limitation to our rights or remedies, we shall at all times have the sole discretion to immediately halt and/or terminate the scope of services if there are outstanding payment(s) due from you to us.
- f) **Late payment interest** – You acknowledge and unconditionally agree that, you shall be liable to pay us interest at the rate of twelve per centum (12%) per annum on the invoice amounts that are due, as calculated on a daily basis from the day the invoice becomes due until the day we receive in clear and fully transferable funds, full payment for the invoice amount due.

4. Term and termination

- a) **Commencement** – This Agreement will become effective on, either: (i) the date of the Engagement Letter or Proposal; or (ii) when we begin to perform the scope of services, whichever that is earlier.
- b) **Termination** – The Parties hereto shall have the right to terminate this Agreement and forthwith cease any transaction contemplated hereunder without cause, by giving one (1) week notice ("Termination Notice Period"), without any liability or penalty. For avoidance of doubt, your obligations towards payment of any Fees would remain payable and shall become immediately payable for scope of services.
- c) Without prejudice to any rights then accrued, either Party shall have the right to terminate this Agreement and forthwith cease any transaction contemplated hereunder at any time and with immediate effect in the event of:
 - i) any material breach by the other Party of any of terms or conditions of the Agreement and such breach has not been remedied by the breaching Party within a

- period of seven (7) days from the date of receipt of written notice by the non-breaching Party informing the breaching Party of such breach; or
- ii) the other Party acts or presents itself in a manner inconsistent with the interests of or the reputation of the non-breaching Party; or
 - iii) if the other party institutes proceedings under bankruptcy or insolvency laws or makes any assignment for the benefit of its creditors or becomes otherwise insolvent.
- d) A termination by either party shall be without any liability or continuing obligation except only as to:
- i) the validity of any acts done by you hereto prior to the date hereof;
 - ii) any sums owing and payable to us; and
 - iii) any rights, remedies, damages or other relief to which we would be entitled to in respect of any breach of this Agreement.
- e) Notwithstanding the termination, the provisions of terms of our Agreement shall continue to bind each Party insofar as and for as long as may be necessary to give effect to our respective rights and obligations.
- f) Upon the termination of our Agreement, we shall not be liable to you for any loss of profits, loss of contracts or other losses or expenses howsoever arising. In addition, the termination of our Agreement howsoever arising shall be without prejudice to our rights and remedies in relation to any negligence, fraud, bad faith, willful default or reckless disregard on your part prior to the termination
- g) Survival – The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

5. Ownership

- a) LADYS Intellectual property rights – LADYS has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and method of operation of systems (collectively, the “LADYS Intellectual property rights”).
- b) Ownership of Deliverables – Unless otherwise agreed, upon full and final payment to LADYS hereunder, the ownership to the tangible items specified as ‘Deliverable(s)’ or ‘Work Product(s)’ in the Engagement Letter and/or Proposal(s) to which these terms are attached (the “Deliverables”) shall be transferred to you. For the avoidance of any doubt, you will be granted, upon full and final payment to us hereunder, a royalty-free

paid-up, worldwide, non-exclusive license to use such LADYS Intellectual property rights mentioned herein, in connection with the Deliverables.

- c) Ownership of LADYS Property – To the extent that LADYS utilizes any of its property (inclusive but not limited to, the LADYS Intellectual property rights or any hardware or software of LADYS) in connection with the performance of services hereunder, such property shall always remain to be vested with us and, except for the license expressly granted in the preceding paragraph, you shall acquire no right(s) or interests whatsoever in such property. Nothing in this Agreement shall prejudice in any way, our rights to provide consulting or other services of any kind or nature whatsoever to any person or entity as we, within our sole discretion deem appropriate. In addition, and notwithstanding anything in this Agreement to the contrary, you unconditionally acknowledge and accept that, inter alia: (a) we own all right(s), title and interest, inclusive but not limited to, all rights under all copyright, patent and other intellectual property laws, in and to the LADYS Intellectual property rights; and (b) we may employ, modify, disclose, and otherwise exploit the LADYS Intellectual property rights (inclusive, but not limited to, providing services or creating programming or materials for other clients).

6. Limitation on Warranties.

- a) This is a Service Engagement. We warrant that we will perform the scope of our services hereunder in good faith. For avoidance of doubt, we disclaim all other warranties, either express or implied, inclusive but not limited to, warranties or merchantability and fitness for a particular purpose.

7. Exclusion/Limitation on Damages

- a) The aggregate liability of the LADYS Person or any of them for all losses, damages (including interests thereon, if any) liabilities, costs (including legal costs), claims, charges, expenses, actions or demands suffered or incurred, directly or indirectly, by the addressees of the Engagement Letter and/or Proposal(s) (“Addressees”) (under or in connection with the engagement, any report prepared pursuant to it, and/or any and all references to such report. (“Damages”) shall be excluded or limited to the extent and amount as set out below:
 - i. There shall be no liability whatsoever on our part to the Addressees in agreement, in tort or under statute or otherwise for any indirect, consequential or special economic loss or damage (including but not limited to loss of profits) suffered or borne by Addressees arising from or in connection with the services provided in connection with the engagement, however the indirect, consequential or special economic loss or damage is caused, including any act of negligence on our part.
 - ii. Unless otherwise specified in the Engagement Letter and/or Proposal(s), the aggregate liability to the Addressees in the agreement, in tort or under statute or otherwise for any direct loss or damage suffered by Addressees arising from or in connection with the services provided in connection with the

engagement, however the direct loss or damage is caused, including our negligence save for willful default, shall be limited to a maximum of 1.5 times the fees payable to us in accordance with the terms under the engagement.

- b) In the event of having more than one Addressee, the limit on liability specified herein shall be apportioned proportionally between Addressees. For avoidance of doubt, it is agreed that such apportionment will be entirely a matter to be decided by the Addressees and in no circumstance shall any Addressee dispute the validity, enforceability or operation of the limit of liability on the ground that an apportionment is not agreeable by the Addressees.
- c) Any claim from Addressees, whether in agreement, tort (including, but not limited to negligence) or otherwise must be made within one year from the date on which the Addressees become aware, or ought reasonable to have become aware, of circumstances giving rise to a claim or potential claim against us.
- d) You shall not bring any claim personally against any of our individual partners, directors, employees or agents, as the case may be, in respect of losses or damage suffered by you arising out of fraudulent acts, misrepresentations, willful default or negligence on your part that includes but is not limited to; your directors, employees, agents and/or advisors and/or similar capacity thereof.

8. Proportionality

- a) Subject always to the aggregate limitation on our liability in paragraph 7 above, the amount of liability (if any) shall be limited to that proportion of the total Damage, after taking into account, inter alia; acts of contributory negligence (if any) by a claimant Addressee which is just and equitable having regard to the extent of the responsibility of the claimant Addressee for the Damage(s) claimed and the knowledge of or the access to such information by, inter alia, such claimant Addressee, its employees and/or agents relating to matters in connection with such claim.
- b) The determination of the extent of Damages and/or responsibility and/or liability to any third (whether or not such party is a party to the proceedings in which any LADYS Persons' liability hereunder is to be determined)("a Potentially Liable Party"), shall at all times be subject to, inter alia:
 - i. the Potentially Liable Party having ceased to be potentially liable by virtue of the expiry of a period of limitation and/or prescription under the law of a country outside Singapore which extinguished the right on which the claim against him was based;
 - ii. any limit imposed on the amount of the liability of the Potentially Liable Party by any agreement made before the claim in question arose; and
 - iii. the dissolution, death or other reason(s) that ceased the existence of the Potentially Liable Party.

- c) It is agreed that where applicable, and for the purposes of giving effect to the foregoing provisions any relevant Addressee shall, if so requested by us and/or any application of prevailing laws, be enjoined as a defendant or other party to proceedings against any LADYS Person, any Potentially Liable Party nominated by us, provided always that no such Addressee shall be in breach of its obligation if such enjoined parties are prohibited by law or rules of procedure or not permitted by the court to participate in the relevant proceedings.
- d) Whereas, notwithstanding the foregoing provisions either:
- i. the court declines to apportion any responsibility to a Potentially Liable Party not before it and that Potentially Liable Party is not or is disallowed from being enjoined as a party to the court proceedings relating to the claim; or
 - ii. the provisions of (b) above apply and the relevant court cannot or does not disregard the matters stated in (b), the question of the extent of the responsibility of such Potentially Liable Party and proportionate reduction in any liability of the LADYS Persons shall, at the request of any party be referred to an Expert to be appointed by agreement between the relevant Addressee(s) and LADYS, to be nominated by the Chairman of the Singapore International Arbitration Centre, (the "Expert"). The Expert shall act as an expert and not as an arbitrator and his decision, including in particular any reduction in the liability of the LADYS Persons to Addressees hereunder as determined by the court, shall be final.
 - iii. For the purpose of giving effect to the foregoing, the Addressees agree to be bound by the Expert's determination and agree that no relevant Addressee shall enforce any prior judgement in its or their favour against any LADYS Person until the Expert has delivered his determination. Addressees further agree that any judgement in their favour against any LADYS Person shall be and shall be deemed to be fully and finally satisfied when paid as adjusted by the reduction (if any) in the liability of the LADYS Persons determined by the Expert and the payment of any costs awarded in their favour by the Expert. In the event that matters arising from the same facts or circumstances are or may be referred to more than one Expert, Addressees agree to the consolidation of such references.

9. Report and Updating

- a) Before delivering a final written report to you, we may provide you with a draft report. Any such report will not constitute the final and conclusive findings, opinions or conclusions, which will only be contained in the final report. Such draft reports shall at no point, be a basis for a potential claim by you against us.
- b) Unless otherwise agreed, once a Final Report has been issued, we will have no duties and obligations to provide any form of updates on related events or transactions occurring subsequent to the date of issue of the Final Report.

10. Cooperation

- a) You shall at all times extend your fullest co-operation in facilitating our performance of services hereunder, inclusive but not limited to; provision of i) reasonable facilities and timely access to data ii) information and/or iii) reliable personnel at your disposal in aiding our scope of services. You shall, at all times be responsible for, inter alia; i) the performance of your employees and agents ii) the accuracy and completeness of all data and information provided to us for the performance of our services.

11. Force Majeure

- a) If either Party is unable to perform in whole or in part any obligations under this Agreement by reason of a Force Majeure Event, such failure shall not be treated as a breach of this Agreement for as long as the Claiming Party (as defined below) is unable to perform and no liability shall arise from such non-performance provided that nothing herein, except where expressly provided otherwise in this Agreement, will excuse or relieve any obligation to make all payments when due.
- b) The Claiming Party shall notify the other Party in writing as soon as reasonably practicable of the occurrence of a Force Majeure Event and provide all details of such event, including its cause and impact on the execution of obligations under this Agreement.
- c) For the purposes of this clause, Force Majeure Event means an event of an extraordinary nature, which was not caused by the Party claiming for it ("Claiming Party") and that could not be reasonably foreseen and avoided by reasonable means. Subject to the above, Force Majeure Event includes any strike, labour walkout or other labour interruption, acts of God, failure of power, riots, insurrections, acts of terrorism, damage or destruction, and epidemic but does not include inability to borrow or lack of funds.

12. Limitation on Actions

- a) No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

13. Independent Contractor

- a) At all times, we shall be treated as an independent third-party contractor to you. The Agreement shall not render us as your employee, partner, agent of, or joint-venturer with you for any purpose. The LADYS Person shall have no claim against you hereunder or otherwise for vacation pay, sick leave, retirement benefits, statutory contributions, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- b) Nothing herein contained shall constitute or be implied to have constituted a partnership, joint venture, principal/agent or employer/employee relationship between the Parties hereto and no Party shall have any right, power or authority to act for or to bind or commit to assume any obligation or responsibility on behalf of any other Party, unless otherwise agreed.
- c) Unless as otherwise herein agreed by the parties, each of the parties hereto shall bear its own cost and expenses.

14. Conflict of Interests

- a) There are and shall continue to be mechanisms operating between LADYS Persons designed to facilitate the protection of each client's interests through the use of one or more of the following safeguards; separate teams, geographical separation, operational independence ("Barriers") etc.
- b) We or any other LADYS Persons may be approached to advise another party or parties who are in dispute with you, or to advise or represent the interests of a party or parties whose interests are opposed to yours through their material concern in matters to which the services are specifically and directly related ("Adversarial Conflicts"). We shall endeavour, where feasible, to seek and identify possible Adversarial Conflicts. You acknowledge and agree to immediately inform us of such Adversarial Conflicts, should you be made aware of any. For avoidance of doubt, circumstances giving rise to Adversarial Conflicts shall be left to be determined by us.
- c) Where feasible, we will not accept an engagement that may potentially give rise to an Adversarial Conflict for the engagement team and your interests, unless otherwise agreed.
- d) Additionally, we or any other LADYS Persons may be approached to advise another party where there is no Adversarial Conflict but whose interests compete with yours specifically and directly in relation to the subject matter of the services ("Competing Party" or "Competing Parties"). We shall endeavour, where feasible, to seek and identify possible Competing Parties. You acknowledge and agree to immediately inform us of such Competing Parties, should you be made aware of any. For avoidance of doubt, circumstances giving rise to an engagement with Competing Parties shall be left to be determined by us.
- e) You acknowledge and unconditionally agree that we are not under any obligations whatsoever to reject an engagement to work with a Competing Party and/or Competing Parties. We shall, where feasible, activate appropriate barriers when engaged with such Competing Party and/or Competing Parties.
- f) We retain the sole discretion to terminate the scope of services with immediate effect, subject to, where possible, negotiations between us in the event where such a conflict is unavoidable despite implementing the Barriers.

15. Confidentiality

- a) The Parties hereto acknowledge and agree that all information communicated to either one party by the other party in connection with the performance by a party under this Agreement shall be received in confidence, shall be used only for purposes of this Agreement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party.
- b) Except to the extent otherwise required by applicable law or professional standards, the parties' obligations under this section do not apply to information that:
 - i. is or becomes generally available to the public other than as a result of disclosure by the you or us;
 - ii. was known to either the you or us or had been previously possessed by the you or us without restriction against disclosure at the time of receipt thereof by the you or us;
 - iii. was independently developed by the you or us without violation of this Agreement; or
 - iv. you and us are in agreement from time to time to disclose.
- c) Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. We may retain, subject to the terms of this Paragraph, copies of the your confidential information required for compliance with applicable professional standards or internal policies. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

16. Contact points and authorisation

- a) LADYS may rely on the instructions, notices or requests (whether in writing or not and however communicated to it) from any person authorised, or reasonable believe by it to be authorized, by the Company to give such instruction, notices or requests.

17. Assignment

- a) Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. We may assign our rights and obligations hereunder to any affiliate that is a successor

in interest to all or substantially all of the assets or business of our practice, without first needing to obtain your consent.

18. Severability

- a) In the event that any term of provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Entire Agreement

- a) This Agreement constitutes the entire agreement and understanding between the Parties as to its subject matter and all Parties acknowledge that none of them has entered into this Agreement in reliance upon any representation, warranty or undertaking (whether orally or in writing) which is not set out in this Agreement or referred to in this Agreement as forming part of the contract for service on our part in relation to the Services.

There are no promises, terms, conditions or obligations, whether oral or written, expressed or implied, adding to or varying the obligations of the Parties other than those obligations expressly contained herein.

- b) In the event that there exists any pre-existing agreements between the Parties with respect to Services, then such pre-existing agreements shall continue in force unless and until terminated and without prejudice to any accrued rights, liabilities and obligations of either Party pursuant to such pre-existing agreements.

20. Dispute resolution

- a) Mediation - If a dispute arises, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.
- b) Law and Jurisdiction - this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of Singapore, if deemed necessary.
- c) For the purposes of the agreements (Rights of Third Parties), Chapter 53B of Singapore, nothing in this Agreement shall confer on any third party any right to enforce or obtain any benefit of any term of this Agreement.

21. Capacity

- a) Your agreement to the provisions of the Engagement Letter or Proposal and these Terms of Business is accepted by LADYS on its own behalf and as agent of and trustee for each LADYS Person. You acknowledge and unconditionally agree to the provisions of the Engagement Letter and/or Proposal(s) and these terms of business on behalf of the Company.

22. Electronic Mail

- a) You acknowledge and unconditionally agree to keep us fully indemnified against potential claim(s) that may arise as a result of, inter alia; unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by the transmission (including by any computer viruses) etc.
- b) You further acknowledge and accept that you shall not rely on all electronically transmitted advice or opinion that we send, unless if it is subsequently confirmed by fax or letter signed by a director or authorized signatory from our office.

23. Data Protection

- a) Responsibilities acknowledgement – In connection with this engagement, each party provides personal data to the other in accordance with prevailing data protection laws and regulations.
- b) Personal data – You agree that we may process and transfer your personal data to other LADYS Firms and relevant subcontractors (who may be located in other territories) for the purposes of inter alia; i) provision of the scope of services, ii) maintaining our operations and/or client relationship management systems, iii) quality and risk management reviews and/or iv) providing you with information about us and our range of services.

24. Client Identification

- a) As with other professional services firms, we are under stringent requirements to identify our clients for the purposes of anti-money laundering legislation. We are likely to request from you and retain some information and documentation for these purposes and/or make searches of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the scope of services.

25. Non-solicitation of employees

- a) During the period of the assignment/service or within six months of its termination or completion, neither party shall employ any person who is or was involved in providing or receiving the services or is or was otherwise connected with this service (a “**Contract Team Member**”) following solicitation for employment which was intentionally or knowingly initiated by another Contract Team Member.

26. Bribery and Corruption

- a) Both parties shall adopt a zero tolerance policy approach to bribery and corruption. Both parties shall report any instances of suspected or actual improper conduct by any employee or other person engaged by the party affected and shall also notify the other party of the same.

27. Indemnity

- a) You hereby agree to indemnify us, and our respective shareholders, members, officers, employees, agents and partners (the "**Indemnified Parties**") to the fullest extent permitted by law and hold any us harmless against any and all claims, demands, actions, proceedings, liabilities, damages, losses, costs and expenses whatsoever (including but not limited to all legal costs or attorney's fees on a full indemnity basis) which we may incur or suffer or may be subject or become subject, directly or indirectly, by reason of or that arise out of or relate in any way to you, provided that this indemnity shall not extend to any conduct on the part of the Indemnified Parties which constitutes fraud, willful misconduct, willful default, bad faith, or willful material breach of this Agreement.

28. Miscellaneous

- a) No provision of this Agreement may be changed, waived, discharged or discontinued, except by an instrument in writing signed on behalf of the Parties hereto. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.
- b) No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- c) Any illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.