CRI-MSF-040 (c) Rev 7.0, Date 01-03-2023



Service Level Agreement

(CRI-MSF-040 Rev 7.0 Date 01-03-2023)- For UKAS Accredited Clients

This agreement will be effective for current and future clients of ABAC Certification as of 01-March-2023

Parties

- 1. A licensed and incorporated entity as per Companies Act 1985, Company number 10996502, and maintained with Registrar of Companies for England and Wales, ABAC Center of Excellence Limited, whose office is at ABAC Center of Excellence Limited, 7th Floor, South Quay Building, 77 Marsh Wall, London, E14 9SH2nd Floor, 5 Harbour Exchange Square, South Quay, London, E14 9GE, United Kingdom T: +44 2078681415 (from now on called "ABAC Center of Excellence Limited)
- 2. Client organization as incorporated and registered as per the local laws (reference CRI-MSF-101) (Client)

Background

- a) ABAC Center of Excellence Limited provides services for obtaining ISO37001:2016 Anti Bribery Management System Certification.
- b) The Client wishes to obtain, and ABAC Center of Excellence Limited agrees to provide ISO37001:2016 Anti Bribery Management System Certification Services on the terms set out in this agreement.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all applicable laws, statutes, and regulations occasionally in force.

Available Services: the services as set out in Schedule 1.

Business Day: a day other than a Friday, Saturday, or public holiday per the jurisdiction when the banks are open for business.

Business Hours: 9.00 am to 6.00 pm on any Business Day.

Certificate of Compliance: a certificate of compliance with ISO37001:2016 Anti Bribery Management Systems issued by ABAC Center of Excellence Limited.

Certification: ISO 37001:2016 third-party Audit

Change Order has the meaning given in Clause 8.1

Contracted Services: any services contracted by the Client from ABAC Center of Excellence Limited under a Schedule of Services.

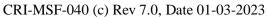
Client's Equipment: any equipment, including tools, systems, cabling, or facilities, provided by the Client, its agents or subcontractors which is used directly or indirectly in the supply of the Contracted Services, including any such items specified in a Schedule of Services.

Client Data: means all data of the Client collected or generated or otherwise processed by ABAC Center of Excellence Limited because of, or in connection with, the provision of the Available Services.

Client Materials: Client Data, all documents, information, items, and materials in any form, whether owned by the Client or a third party, provided by the Client to ABAC Center of Excellence Limited relating to the Available Services.

Effective date: means the Date of CRI-MSF-101.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, moral rights, Trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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.





ISO37001: means ISO 37001:2016 Anti-Bribery Management Systems.

Milestone: a date by which a part or all the Contracted Services will be completed, as set out in a Schedule of Services.

Reference Fees: the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3.

Report: means a report prepared by ABAC Center of Excellence Limited for the Client which sets out the results of the Contracted Services provided under this agreement.

Fees: the sums payable for the Contracted Services as set out in a Schedule of Contracted Services.

Schedule of Services: a schedule signed by each Client and ABAC Center of Excellence Limited describing services to be provided by ABAC Center of Excellence Limited under this agreement.

Scopes of Work means the work provided by ABAC CENTER OF EXCELLENCE LIMITED under a Schedule of Services.

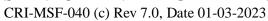
VAT: value-added tax chargeable under the Value Added Tax Act (per the relevant jurisdiction).

A list of Schedules means all the details mentioned are part and parcel of this entire agreement.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include regard to the other gender.
- 1.8 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to writing or writing includes fax and email.
- 1.10 References to statutes in this agreement are, unless expressly stated otherwise to English statutes.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement, and references to paragraphs are to paragraphs of the relevant schedule.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on the Effective Date and, unless terminated earlier following Clause 15., shall continue until either party gives to the other party not less than three months prior written notice expiring at any time after the first anniversary of the Effective Date. The agreement should continue in effect following such termination about any uncompleted Schedules of Services unless termination was under clause 15.
- 2.2 If there are no uncompleted Schedules of Services as of the termination date under Clause 2.1, such notice shall terminate this agreement immediately.
- 2.3 The parties shall not enter any further Schedules of Services after the date on which notice to terminate is served under Clause 2.1.
- 2.4 The Client may procure any Available Services by agreeing on a Schedule of Services with ABAC Center of Excellence Limited under Clause 3.





2.5 ABAC Center of Excellence Limited shall provide the Services from the date specified in the relevant Schedule of Services.

3. SCHEDULES OF SERVICES

- 3.1 Each Schedule of Services shall be agreed upon in the following manner:
 - (a) the Client shall ask ABAC Center of Excellence Limited to provide any or all the Available Services and provide ABAC Center of Excellence Limited with as much information as ABAC Center of Excellence Limited reasonably requests to prepare a draft Schedule of Services for the Available Services requested;
 - (b) following receipt of the information requested from the Client, ABAC Center of Excellence Limited shall, as soon as reasonably practicable, either inform the Client that it declines to provide the requested Available Services; or provide the Client with a Schedule of Services.
 - (c) if the Client wishes to contract the Services set out in the Schedule of Services, it will sign the Proposal containing the Schedule of Services and return it to ABAC Center of Excellence Limited, which will then sign the Proposal having Schedule of Services and send a copy to the Client.
- 3.2 ABAC Center of Excellence Limited may charge for preparing Schedules of Services on a time and materials basis following ABAC Center of Excellence Limited's standard daily fee rates as set out in Schedule 3.
- 3.4 Once a Proposal containing Schedule of Services has been agreed upon and signed following Clause 3.1(d), no amendment shall be made to it except following Clause 8. or Clause 19.
- 3.5 Each Proposal containing a Schedule of Services shall be part of this agreement and shall not form a separate contract.
- 3.5 Each party shall comply with Schedule 4, schedule 5 and Schedule 6 provisions.

4. CONTRACTOR

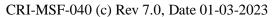
- 4.1 The status of ABAC Center of Excellence Limited shall be that of an independent contractor. Nothing in this agreement should be construed as being inconsistent with that statement
- 4.2 ABAC Center of Excellence Limited's employees shall not be considered employees of the Client. Neither party shall have any control over or be responsible for the employment of the other party's employees.

5. ABAC CENTER OF EXCELLENCE LIMITED'S RESPONSIBILITIES

- 5.1 ABAC Center of Excellence Limited shall use reasonable endeavors to provide the Contracted Services, to the Client, following each Schedule of Services.
- 5.2 ABAC Center of Excellence Limited shall use reasonable endeavors to meet the Milestones specified in each Schedule of Services, but any such dates shall be estimates only, and time for performance by ABAC Center of Excellence Limited shall not be of the essence of this agreement.
- 5.3 The Managing Director/Group CEO shall have the authority to contractually bind ABAC Center of Excellence Limited on all matters relating to the relevant Contracted Services (including by signing Change Orders).

6. CLIENT'S OBLIGATIONS

- 6.1 The Client shall:
- (a) co-operate with ABAC Center of Excellence Limited in all matters relating to the Contracted Services;
- (b) appoint a manager/ representative in respect of the Contracted Services to be performed under each Schedule of Services, such person as identified in the Schedule of Services. That person shall have the authority to contractually bind ABAC Center of Excellence Limited on all matters relating to the relevant Contracted Services (including by signing Change Orders);
- (c) provide, for ABAC Center of Excellence Limited, its agents, subcontractors, and employees, promptly and at no charge, access to the Client's premises, office





accommodation, data and other facilities as reasonably required by ABAC Center of Excellence Limited to deliver the Contracted Services including any such access as is specified in a Schedule of Services;

- (d) provide to ABAC Center of Excellence Limited promptly all documents, information, items, and materials in any form (whether owned by the Client or a third party) required under a Schedule of Services or otherwise required by ABAC Center of Excellence Limited for the provision of the Contracted Services and ensure that they are accurate and complete in all material respects;
- (e) inform ABAC Center of Excellence Limited of all health and safety and security requirements that apply at any of the Client's premises to which ABAC Center of Excellence Limited is required to access to provide the Contracted Services. If the Client wishes to make a change to those requirements which will materially affect the provision of the Contracted Services, it can only do so via the change control procedure set out in Clause 8.;
- (f) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used about the Contracted Services and conforms to all relevant United Arab Emirates standards or requirements;
- (g) comply with any additional responsibilities of the Client as set out in the relevant Schedule of Services; and
- (h) meet the relevant standard or regulation requirement for ISO37001 and disclose any breaches of ISO 37001:2016 that come to its attention to ABAC Center of Excellence Limited as soon as it becomes aware of it;
- (i) disclose any information to ABAC Center of Excellence Limited that may affect ABAC Center of Excellence Limited's decision to issue or continue the certificate; and
- (j) comply with the continuing obligation to supply information as required under ISO37001; or
- (m) pay any fees due to ABAC Center of Excellence Limited under the Proposal/ Agreement; and
- (n) not use the certificate in a manner that is misleading or will bring ABAC Center of Excellence Limited into disrepute.
- (o) The certified Client, and not the certification body, is responsible for consistently achieving the intended results of implementing the management system standard and conformity with the requirements for certification.
- 6.2 If ABAC Center of Excellence Limited's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, or employees, then, without prejudice to any other right or remedy, it may have, ABAC Center of Excellence Limited shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

ABAC Center of Excellence Limited is responsible for assessing sufficient objective evidence upon which to base a certification decision. Based on audit conclusions, ABAC Center of Excellence Limited decides to grant certification if there is sufficient evidence of conformity, or not to grant certification if there is insufficient evidence of conformity.

NOTE Any audit is based on sampling within an organization's management system and therefore is not a guarantee of 100 % conformity with requirements.

7. NON-SOLICITATION

The Client shall not, without the prior written consent of ABAC Center of Excellence Limited, at any time from the Date of this Agreement to the expiry of 12 months after the completion of the provision of Contracted Services hereunder, solicit or entice away from ABAC Center of Excellence Limited or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of ABAC Center of Excellence Limited in the provision of such Contracted Services.

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8. CHANGE CONTROL

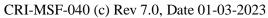
- 8.1 Either Party may propose changes to the scope or execution of the Contracted Services, but no proposed changes shall come into effect until both parties have signed a relevant Change Order. A Change Order shall be a document setting out the proposed changes and the impact that those changes will have on:
 - (a) the Contracted Services;
 - (b) the Fees;
 - (c) the timetable for the Contracted Services; and
 - (d) any of the other terms of the relevant Schedule of Services.
- 8.2 If ABAC Center of Excellence Limited wishes to change the Contracted Services it shall provide a draft Change Order to the Client.
- 8.3 If the Client wishes to make a change to the Contracted Services;
 - (a) it shall notify ABAC Center of Excellence Limited **and** provide as much detail as ABAC Center of Excellence Limited reasonably requires of the proposed changes, including the timing of the proposed change; and
 - (b) ABAC Center of Excellence Limited shall provide a draft Change Order to the Client as soon as reasonably practicable after receiving the information at Clause 8.3(a).

8.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Schedule of Services; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with following the dispute resolution procedure in Clause 29.
- 8.5 ABAC Center of Excellence Limited may charge for the time it spends preparing and negotiating Change Orders which implement changes proposed by the Client under Clause 8.3 on a time and materials basis at ABAC Center of Excellence Limited' daily rates specified in Schedule 3.

9. CHARGES AND PAYMENT

- 9.1 Considering the provision of the Contracted Services by ABAC Center of Excellence Limited, the Client shall pay the Fees.
- 9.2 Where the Fees are calculated on a time and materials basis:
 - (a) ABAC Center of Excellence Limited's standard daily fee rates for each person as set out in Schedule 3 are calculated based on an eight-hour day, worked during Business Hours;
 - (b) ABAC Center of Excellence Limited shall be entitled to charge an overtime rate of 30% of the standard daily fee rate set out in Schedule 3 on a pro-rata basis for any time worked by individuals whom it engages on the Services outside Business Hours; and
 - (c) ABAC Center of Excellence Limited shall ensure that every individual it engages on contracted Services completes time sheets to record time spent on the contracted Services, and ABAC Center of Excellence Limited shall indicate the time spent per individual in its invoices.
- 9.3 Where the Fees are calculated on a fixed price basis, the amount of those charges shall be as set out in the relevant Schedule of Services.
- 9.4 The Fees exclude the following, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom ABAC Center of Excellence Limited engages in connection with the Contracted Services; and
 - (b) the cost to ABAC Center of Excellence Limited of any materials or services procured by ABAC Center of Excellence Limited from third parties for the





provision of the Contracted Services as such items and their cost are set out in the Schedule of Services or approved by the Client in advance from time to time.

- 9.5 ABAC Center of Excellence Limited shall invoice the Client for the Fees at the intervals specified in the Proposal/ Schedule of Services.
- 9.6 The Client shall pay each invoice submitted to it by ABAC Center of Excellence Limited within 7 days of receipt to a bank account nominated in writing by ABAC Center of Excellence Limited from time to time.
- 9.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay ABAC Center of Excellence Limited any sum due under this Agreement on the due Date ABAC Center of Excellence Limited may suspend part or all the Contracted Services until payment has been made in full.
- 9.8 All sums payable to ABAC Center of Excellence Limited under this Agreement:
 - (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 About the Contracted Services ABAC Center of Excellence Limited and its licensors shall retain ownership of all IPRs about the Contracted Services, excluding the Client Materials;
- 10.2 Concerning the Client Materials, the Client and its licensors shall retain ownership of all IPRs in the Client Materials.

10.3 The Client:

- (a) warrants that the receipt and use in the performance of this Agreement by ABAC Center of Excellence Limited, its agents or subcontractors of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party OR any rights of third parties to the extent that infringement results from copying; and
- (b) shall keep ABAC Center of Excellence Limited indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by ABAC Center of Excellence Limited as a result of or in connection with any claim brought against ABAC Center of Excellence Limited, its agents or subcontractors for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.

11. WITNESSED AUDITS/ SHORT NOTICE AUDITS

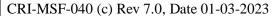
- 11.1 Any part of the UKAS witnessed requirement the UKAS assessors can witness any of the audits conducted by ABAC Center of Excellence Limited.
- during the certification cycle, UKAS assessors can visit the client premises to verify certain certification requirements. This visit will normally take 1-2 hours and ABAC Center of Excellence Limited's representative(s) will accompany the UKAS assessors.
- 11.3 Any time during the certification cycle, ABAC Center of Excellence Limited assessors can request a short notice audit to verify compliance with the ISO 37001 standard.

12. DATA PROTECTION AND DATA PROCESSING

ABAC Center of Excellence Limited processes data following the Data Protection Act 2018 requirements, United Kingdom, and General Data Protection Regulation (GDPR) requirements for provision of services or as per the relevant data protection in the jurisdiction.

13. CONFIDENTIALITY

- 13.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients, or suppliers of the other party, except as permitted by Clause 13.2(a).
- 13.2 Each Party may disclose the other party's confidential information:





- (a) to its employees, officers, representatives, or advisers who need to know such information to exercise the party's rights or carry out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this Clause 13.; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 13.4 The certification body shall inform the Client, in advance, of the information it intends to place in the public domain. All other information, except for information made publicly accessible by the Client, shall be considered confidential.

14. LIMITATION OF LIABILITY

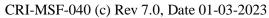
- 14.1 Nothing in this Agreement shall limit or exclude ABAC Center of Excellence Limited's liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 14.2 Subject to Clause 14.1, ABAC Center of Excellence Limited shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of use or corruption of software, data, or information; and
 - (g) any indirect or consequential loss.
- 14.3 Subject to clause 14.1 ABAC Center of Excellence Limited shall not have any responsibility or liability to the Client resulting from any failure by the Client to comply with applicable law or regulation including any actions taken following any report issued by ABAC Center of Excellence Limited.
- 14.4 Subject to Clause 14.1, ABAC Center of Excellence Limited's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not be greater than the value of the contract.
- 14.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.]
- 14.6 The Client acknowledges that the provision of the Services and any ISO37001 Certification resulting from the Services cannot assure that bribery has not occurred or will not occur concerning the Client as it is impossible to eliminate the risk of bribery.

15. TERMINATION

15.1 By the Client:

The Client may terminate this Contract, by not less than ten (10) days written notice of termination to the ABAC Center of Excellence Limited, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 10.1; or Thirty (30) days in the case of the event referred to in paragraph (f):

(a) If the ABAC Center of Excellence Limited do does not remedy a failure in the performance of their obligations under the Contract, within ten (10) calendar days





after being notified or within any further period as the Parties may subsequently agree upon in writing;

- (b) If the ABAC Center of Excellence Limited become (or, if the ABAC Center of Excellence Limited consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the ABAC Center of Excellence Limited fail to comply with any final decision reached because of arbitration proceedings under Clause 19 hereof;
- (d) If the ABAC Center of Excellence Limited submit to the Client a statement which has a material effect on the rights, obligations, or interests of the Client and which the Client comes to know to be false:
- (e) If, as the result of Force Majeure, the ABAC Center of Excellence Limited are unable to perform a material portion of the Services for a period of sixty (60) calendar days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

15.2 By the ABAC Center of Excellence Limited:

The ABAC Center of Excellence Limited may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Sub-Clause 10.2:

- (a) if the Client fails to pay any dues to the ABAC Center of Excellence Limited under this Contract and not subject to dispute under Clause 16 within thirty (30) calendar days after receiving written notice from the ABAC Center of Excellence Limited that such payment is overdue;
- (b) if, because of Force Majeure, the ABAC Center of Excellence Limited are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) if the Client fails to comply with any final decision reached because of arbitration proceedings under Clause 19.

15.3 Cessation of Services:

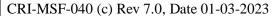
Upon receipt of notice of termination under Sub-Clause 10.1 or giving of notice of termination under Sub-Clause 10.2, the ABAC Center of Excellence Limited shall take all necessary steps to bring the Services to a close in a prompt and orderly manner. Concerning documents prepared by the ABAC Center of Excellence Limited and documents, information, data or alike furnished by the Client, the ABAC Center of Excellence Limited shall return this material to the Client.

15.4 Payment upon Termination:

Upon termination of this Contract under Sub-Clauses 10.1 or 10.2, the Client shall make the following payments to the ABAC Center of Excellence Limited under Schedule 3 for Services satisfactorily performed before the effective date of termination;

16. CONSEQUENCES OF TERMINATION

- 16.1 On termination or expiry of this Agreement:
 - (a) all existing Schedules of Services shall terminate automatically, save to the extent expressly provided otherwise where termination is made under clause 2.1;
 - (b) the Client shall immediately pay to ABAC Center of Excellence Limited all of ABAC Center of Excellence Limited's outstanding unpaid invoices and interest and, in respect of the Contracted Services supplied but for which no invoice has been submitted, ABAC Center of Excellence Limited may submit an invoice (including in respect of any work done towards achievement of a Milestone which will not be achieved because of termination), which shall be payable immediately on receipt. Where termination is made under clause 2.1 and there are Contracted Services which are being provided post such termination the provisions of this Agreement concerning such provision of Contracted Services and payment for such Contracted Services shall continue to apply until they have been provided in full; and





- (c) the following clauses shall continue in force: Clause 1. (Interpretation), Clause 7. (Non-solicitation), Clause 10. (Intellectual property rights), Clause 13. (Confidentiality), Clause 14. (Limitation of liability), Clause 16. (Consequences of termination), Clause 20. (Waiver), Clause 22. (Severance), Clause 24. (Conflict), Clause 29. (Multi-tiered dispute resolution procedure), Clause 30. (Governing law) and Clause 31. (Jurisdiction).
- 16.2 Termination or expiry of this Agreement 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 the Agreement which existed at or before the date of termination or expiry.

17. FORCE MAJEURE

- 17.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
 - (a) acts of God, flood, drought, earthquake, or other natural disaster;
 - (b) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations:
- 17.2 If and to the extent that either party is prevented or delayed by a Force Majeure Event from performing any of its obligations under this agreement and promptly so notifies the other party, specifying the matters constituting the Force Majeure Event together with such evidence in verification thereof as it can reasonably give and specifying the period for which it is estimated that the prevention or delay will continue, then the party so affected shall be relieved of liability to the other for failure to perform or for delay in preforming such obligations (as the case may be), but shall nevertheless use its reasonable endeavors to resume full performance thereof, provided that if the Force Majeure Event continues for a period of two months or more following notification, the party not affected by the Force Majeure Event may terminate this Agreement by giving not less than 30 days prior notice to the other party, but the news of termination shall be of no effect if the party affected by the Force Majeure Event resumes full performance of its obligations before the expiry of the notice period.
- 17.3 The corresponding obligations of the other party will be suspended, and it's time for performance of such duties extended, to the same extent as those of the Affected Party.

18. ASSIGNMENT AND OTHER DEALINGS

- 18.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust in or deal in any other manner with any of its rights and obligations under this Agreement.
- 18.2 ABAC Center of Excellence Limited may assign, mortgage, charge, declare a trust over or deal in any other manner with any or all its rights under this Agreement if ABAC Center of Excellence Limited gives prior written notice of such selling to the Client.

19. VARIATION

Subject to Clause 8 no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

20. WAIVER

- 20.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 20.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

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22. SEVERANCE

- 22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. The relevant provision or part-provision shall be deemed deleted if such modification is impossible. Any change to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 22.2 If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each Party agrees that it shall have no remedies for any statement, representation, assurance, or warranty (whether made innocently or negligently) not set out in this Agreement. Each party agrees it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

24. CONFLICT

If there is an inconsistency between any of the provisions of this Agreement and the Schedules, the provisions of this Agreement shall prevail.

25. NO PARTNERSHIP OR AGENCY

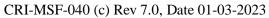
- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter any commitments for or on behalf of any other party.
- 25.2 Each Party confirms it is acting on its behalf and not for the benefit of any other person.

26. NOTICES

- Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 26.2 Any notice or communication shall be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 26.3 This clause does not apply to the service of any proceedings or documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. COUNTERPARTS

- 27.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the images shall together constitute the one Agreement.
- 27.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG, or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible.





28. DISPUTE RESOLUTION PROCEDURE AND JURISDICTION

- 28.1 The Parties shall use their best efforts to settle amicably all disputes arising from or in connection with this Contract or its interpretation. The authorized persons of the two parties shall try to resolve the issues; if needed, the MD/CEO(s) shall interact in person to resolve the problems.
- 28.2 Any dispute arising out of the formation, performance, interpretation, nullification, termination, or invalidation of this contract or arising from that place or related to it in any manner whatsoever, which cannot be settled within 30 calendar days, shall be resolved by arbitration following the provisions set forth by the relevant jurisdiction where the parties have provided contracted service. For any services offered in the UK, the arbitration should be under The Arbitration Act 1996, by one or more arbitrators appointed in compliance with the Rules. The number of arbitrators shall be one, the place of arbitration shall be in the United Kingdom and the language of the arbitration shall be English.
- 28.3 For any services provided in UK, each party irrevocably agrees that the courts as appointed by The Arbitration Act 1996 shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). For other jurisdictions, the relevant arbitration laws will apply.

29. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed following the English Law.

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LIST OF SCHEDULES

SCHEDULE 1-Available Services and Fees

SCHEDULE 2-Schedule of Services

SCHEDULE 3-Payment Conditions and Applicable Tax

SCHEDULE 4-PROVISIONS RELATING TO ASSESSMENTS AND SITE VISITS

SCHEDULE 5-Certificates and Reports

SCHEDULE 6-Duty to Provide Information

SCHEDULE 1-Available Services and Fees

Available Services

Third party audit and Certification services for:

- (a) ISO 37001:2016
- (b) ISO37301
- (c) ISO 31000

Training Services

- a) Lead Auditor ISO 37001:2016
- b) Implementer ISO 37001: 2016
- c) Requirements ISO 37001: 2016

The standard fee does not cover other tasks.

- a) Pre-assessment Audit
- b) Gap Analysis
- c) Follow-up/Re-visit/reassessment

Fees

The Fees as per CRI-MSF-101 are applicable. are:

All invoices issued by ABAC Center of Excellence Limited following this schedule shall be paid by the Client free and clear of any deduction or withholding within 7 days of the Client receiving the invoice.



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SCHEDULE 2-Schedule of Services

The Services to be provided by ABAC Center of Excellence Limited may be executed in phases, as set out in the sub-clauses mentioned below from sub-clause 2.1 through 2.11.

2.1 Scope of Service:

The ABAC Center of Excellence Limited for ISO 37001:2016 Anti-Bribery Management System Certification Services provided under this Contract are accredited services and the accreditation body is Emirates International Accreditation Centre (EIAC).

- a) Single-Site: ABAC Center of Excellence Limited to provide the Client Services for one site and/or location mentioned in Clause 20.0.
- **Registration:** ABAC Center of Excellence Limited will be responsible for registering Client for ISO 37001 certification with EIAC before the Audit.

The details of the Services for ISO 37001:2016 certification to be provided to the Client such services are specified in the clauses 2.1 up to 2.11.

2.2 Training Services:

ABAC Center of Excellence Limited will provide training related to selected course to the Client via an independent agreement. (If applicable)

Gap Assessment:

ABAC Center of Excellence Limited will conduct a pre-audit designed to preview the Client (ISO 37001:2016) Anti-Bribery Management system for areas of specifications against which the Client asks for certification. ABAC Center of Excellence Limited will issue a Report to the Client detailing the findings of this Audit in due time, including any identified appropriate actions. (If applicable)

2.3 Stage-1 Audit:

ABAC Center of Excellence Limited will undertake a readiness review of Client's ISO 37001:2016 Anti-Bribery Management system to determine the readiness of Stage 2 Audit.

2.4 Stage-2 Audit:

- a) ABAC Center of Excellence Limited will provide an audit program before the ISO37001:2016 Stage 2 Audit commences. The ABAC Center of Excellence Limited's Audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the Audit. The ABAC Center of Excellence Limited Audit team will discuss any non-conformities, observations, and opportunities for improvement if they are identified during the Audit.
- b) The ABAC Center of Excellence Limited audit team will prepare and present to the Client's management a Report of the ISO 37001:2016 Stage 2 Audit, which will include the Audit findings and the scope of certification and will seek Agreement, where necessary, on the nature of any corrective actions to be taken.

2.5 Changes to Stage 1 and Stage 2 Audits:

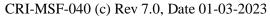
Stage 1 shall be reiterated until it produces satisfactory results to proceed to Stage 2 if, based upon the information gathered during Stage 1 of the Audit, ABAC Center of Excellence Limited decides that the required information was not provided and/or complete, which may result in a major non-conformity at Stage 2 concerning the effective implementation of the management system.

2.6 Non-conformity:

- a) ABAC Center of Excellence Limited undertakes a "special follow up visit" when major non-conformity or changes occur.
- b) All fees to review Client's proposed actions to close minor/major non-conformities are covered in the contract value.

2.7 Issuance of Certificate and reports:

ABAC Center of Excellence Limited will issue the Client a Certificate for ISO 37001:2016 Certification (Anti-Bribery Management System) and Reports when all corrective actions agreed between the Client and the ABAC Center of Excellence Limited audit team have





been completed. The certificate will detail the specification(s) to which the Client has been found compliant at the time of Audit.

2.8 Certification Maintenance (Surveillance Audits Year 1 & Year 2)

ABAC Center of Excellence Limited will operate a surveillance audit program to record whether the Client's certification (ISO 37001:2016) is found to be maintained (certificate of compliance) after the issuance of the First Certificate (Year-1).

a). Surveillance Audits Year 1:

Once ABAC Center of Excellence Limited has agreed on the dates, the Client will make all necessary arrangements to maintain the dates. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certificate decision date.

b). Surveillance Audits Year 2:

The date of the 2nd surveillance audit shall not be more than twelve (12) months from the last surveillance audit (year 1) date as per the following table:

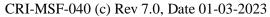
Sr.	Surveillance Audits	Duration
1	Year 1	After twelve (12) months from the certificate decision date (Stage 2 Audit) as agreed schedule.
2	Year 2	After twelve (12) months from the Surveillance Audit Year 1, as agreed schedule.

2.9 Re-Certification:

With a notice period of three (3) months before the end of the three (3) years contractual period, ABAC Center of Excellence Limited will seek the Client's approval for recertification. On Client's approval, and signing of renewed Service Level Agreement, ABAC Certificate will reissue the Client's Certification and the Certificate. It should be noted that this needs to be completed before the current certificate expires to preserve the certification's continuity. Once completed, certification will be reconfirmed.

2.10 Modifications or Variations:

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written Agreement between the Parties. However, each party shall give due consideration to any proposals for modification or variation made by the other party.





SCHEDULE 3-Payment Conditions and Applicable Tax

- 3.1 Currency: All payments shall be made in USD/ AED (prevailing market rate)
- 3.2 Contract Value:
 - The contract's total value will be as per CRI-MSF-101 inclusive of all applicable taxes according to prevailing rules and regulations of the related jurisdiction.
- 3.3 Payment Schedule as detailed in the CRI-MSF-101.

3.4 Payment Conditions:

- a. An invoice duly authenticated and supported by proper documents shall be submitted to the Client by the ABAC Center of Excellence Limited. The invoice will be paid upon receipt of the Company's written confirmation for receipt of the ISO 37001:2016 Certification Services.
- b. All payments shall be due and made payments within thirty (30) days after receipt of the ABAC Center of Excellence Limited invoices by the Client.
- c. Acceptable payment methods are:
 - Bank Transfer/ Telegraphic
 - Cheque

3.5 Bank account

As Detailed in CRI-MSF-101.

SCHEDULE 4-PROVISIONS RELATING TO ASSESSMENTS AND SITE VISITS

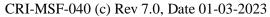
- 4.1 This Part is relevant for all Scopes of Work that may include assessments and site visits.
- 4.2 Qualification and Selection of Assessors.
- 4.2.1 ABAC Center of Excellence Limited warrants that all assessments will be performed by appropriately qualified and trained assessors exercising the skill, care and diligence as may be reasonably expected of a reputable provider of similar Scopes of Work. In its sole and absolute discretion, ABAC Center of Excellence Limited will select the appropriate assessors to perform the assessments. ABAC Center of Excellence Limited may change the assessor at any time. In the event of a change in assessor by ABAC Center of Excellence Limited, no additional fees will be charged to the Client.
- 4.3 Arrangement of Assessment Visits to your Sites
- 4.3.1 ABAC Center of Excellence Limited will arrange visits to the Client site or sites as expressly described within the Schedule of Services, or, if later, as may be expressly agreed with the Client in writing. Unless ABAC Center of Excellence Limited determines that an unannounced visit is necessary, ABAC Center of Excellence Limited will inform the Client of the assessment visits within a reasonable time before the visits.
- 4.3.2 The visit timetable will follow the 3-year audit cycle described in ISO/IEC 17021-1:2015 Certification requirements.
- 4.3.3 In each case, the Client will provide ABAC Center of Excellence Limited and its assessor all reasonable access to all and any areas of the site, data and records, and any materials and Equipment as the assessor deems reasonably necessary to allow the assessor to undertake the assessment.
- 4.4 Change of Date of site visit.
- 4.4.1 Either Party may change the Date of a visit. To do this:
- a) If the Client changes the visit date: The Client must do so by giving not fewer than 30 days advance written notice to ABAC Center of Excellence Limited. If the Client fails to give the required written notice, it will be liable to pay the full fee for the originally booked visit and any costs incurred to ABAC Center of Excellence Limited due to travel and accommodation cancellations. The Client may not delay the date of a visit if to do so would have the effect of invalidating its certification;





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- b) If ABAC Center of Excellence Limited changes the date of the visit: ABAC Center of Excellence Limited may do this by giving the Client notice at any time up to 24 hours before the scheduled time for the visit, and ABAC Center of Excellence Limited will contact you to agree a revised date.
- 1.4.2 In certain circumstances (such as non-compliance with the relevant standard) it may be necessary for ABAC Center of Excellence Limited to make additional visits. The Client will be liable for the fee for any additional visits at ABAC Center of Excellence Limited's standard assessment day rate applicable at the time of the additional visit.
- 4.5 Unannounced and Observed Visits
- 4.5.1 ABAC Center of Excellence Limited will utilize the guidance and instructions given under ISO/IEC 17021-1:2015 regarding unannounced visits. the Client will permit access to the relevant site on the arrival of an assessor and to all relevant information that the assessor may reasonably require.
- 4.5.2 ABAC Center of Excellence Limited's assessor may occasionally accompany a third-party observer, who is required to witness an assessment as part of ABAC Center of Excellence Limited body status requirements. ABAC Center of Excellence Limited will inform the Client and provide it with the observer's identity within a reasonable time before the visit. A third-party observer will only accompany the ABAC Center of Excellence Limited assessor if the third-party observer is subject to confidentiality obligations at least the same level as those to which ABAC Center of Excellence Limited is bound. The fee for the visit will not be increased due to the visit being observed.
- 4.6 Assessors Health and Safety
- 4.6.1 Hazards When an assessor attends the Client's premises, or on another organization's premises where the assessor needs to be as part of the assessment the Client is responsible for ensuring that adequate information is given on the hazards and risks to which the assessor may be exposed. The Client will provide the assessor with appropriate supervision and all necessary personal protective Equipment. The Client will immediately notify ABAC Center of Excellence Limited of any event, accident or incident on the Client's premises which could pose a risk to an assessor.
- 4.6.2 ABAC Center of Excellence Limited's right to abort a visit If, while on the Client's premises, or on another organization's premises where the assessor needs to be as part of the assessment the assessor has reason to believe that the Client is not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the assessor may abort the visit. ABAC Center of Excellence Limited will report to the Client the reasons for the termination of the visit. In such an event, ABAC Center of Excellence Limited will not breach the Contract and the Client will be required to pay in full for the Scope of Work. ABAC Center of Excellence Limited will not attend the affected premises again until it is satisfied that the reported issues have been resolved.
- 4.7 Assessors' Entry Requirements
- 4.7.1 The Client must, when arranging a visit, notify ABAC Center of Excellence Limited of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises.
- 4.7.2 ABAC Center of Excellence Limited will observe or will use reasonable endeavors to procure the observance of, as far as it is reasonably able, all such health and safety rules and any other reasonable security requirements that the Client notifies to ABAC Center of Excellence Limited and notifies to the assessor on arrival at the site.
- 4.7.3 If, by observing these rules and other requirements, ABAC Center of Excellence Limited is prevented from providing the Scope of Work, ABAC Center of Excellence Limited will not breach the agreement and the Client will be required to pay in full for the Scope of Work. If the Schedule of Services requires a visit to a third party's premises, the Client undertakes, warrants, and represents that it has a relationship with the third party that permits certification to attend the premises of the third party for the agreement.
- 4.8 Damages for failure to meet the number of audit days requested.
- 4.8.1 If, either through the Client's cancellation of agreed and booked audit dates, or through the Client's termination of this agreement before ABAC Center of Excellence Limited being able to provide the Client with any of the , Scope of Work you fail to meet the number of





audit days requested by the Client (and stated in the Schedule of Services) in any one year, for any reason other than a Force Majeure (please see Part 6, section 6, below), you shall pay to us on demand US\$350.00 per day for each audit day not taken in the relevant year, as liquidated damages.

4.9 Term of Proposal

Suppose an initial assessment is not conducted within one year of the Date of the Schedule of Services due to any reason other than the fault of ABAC Center of Excellence Limited. In that case, this agreement shall terminate insofar as it relates to Assessment and Site visits, and you will need to reapply for such Scope of Work, which may be at other rates to the ones quoted to you in the relevant Schedule of Services.

SCHEDULE 5-Certificates and Reports

- 5.1 This Schedule is relevant for all Certificates and reports that ABAC Center of Excellence Limited may issue or produce under the Scope of Work
- 5.2 Certificates
- 5.2.1 No automatic right to a Certificate.

The Contract does not give the Client an automatic right to a Certificate. The Client will be awarded a Certificate if the Certification process is successful, in ABAC Center of Excellence Limited's absolute and sole judgement acting independently to the Client's interests.

- 5.2.2 ABAC Center of Excellence Limited's right to refuse a Certificate, or to suspend or revoke it at its sole and absolute discretion, ABAC Center of Excellence Limited may refuse to issue a Certificate, or revoke or suspend an issued Certificate, if in its reasonable opinion:
 - a) the Client does not meet, or fails to continue to meet, the relevant standard or regulation; or
 - b) the Client fails to disclose any information to ABAC Center of Excellence Limited that may affect ABAC Center of Excellence Limited's decision to issue or continue the certificate; or
 - c) the Client fails to comply with the continuing obligation to supply information; or
- d) the Client fails to pay any fees due to ABAC Center of Excellence Limited under the Agreement; or
 - e) In the opinion of ABAC Center of Excellence Limited, the Client uses the certificate in a manner that may be misleading or bring ABAC Center of Excellence Limited into disrepute.
- 5.2.3 If ABAC Center of Excellence Limited revoked an issued Certificate, the Client will immediately return the Certificate and the accompanying Audit Reports to ABAC Center of Excellence Limited and immediately destroy any copies and cease using or posting electronic versions of each or holding itself out as being the holder of such certificate in any way.
- 5.3 Ownership
- 5.3.1 ABAC Center of Excellence Limited will always remain the owner of a Certificate. ABAC Center of Excellence Limited grants the Client a limited non- exclusive license to display the Certificate (and any accompanying ABAC Center of Excellence Limited logo or Certification mark) at its premises (but only in so far as the scope of the certificate is relevant) for so long as the certificate remains valid.
- 5.3.2 The Client may not sub-license or transfer the right to display the Certificate (or the accompanying ABAC Center of Excellence Limited logo or Certification mark) to any other party.
- 5.3.3 The Client may not amend the content or change the appearance of the Certificate or the ABAC Center of Excellence Limited logo or Certification mark.
- 5.4 Change of Details on a Certificate



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- 5.4.1 If the Client wishes to change any details on a Certificate, it will notify ABAC Center of Excellence Limited of the required changes. If, in the reasonable opinion of ABAC Center of Excellence Limited, such changes will not affect the validity of the Certificate, ABAC Center of Excellence Limited may issue a revised Certificate on the same terms and for the same period of validity as the replaced certificate. ABAC Center of Excellence Limited will charge the Client and the Client shall pay an administration fee to be determined by ABAC Center of Excellence Limited at the time of request.
- 5.5 ABAC Center of Excellence Limited may put into the public domain (either on a web site or by any other manner that ABAC Center of Excellence Limited may, at its sole and absolute discretion, determine) the Client's name, the scope of the Client's Certification Certificate, as well as details of the issuance, suspension, revocation, or termination of a Certificate.
- 5.6 Audit Reports
- 5.6.1 Ownership.
 - a) ABAC Center of Excellence Limited will always remain the owner of Audit Report. ABAC Center of Excellence Limited grants the Client a non-exclusive limited license to use the Audit Report in support of the certificate for so long as the accompanying certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the Audit Report will be cancelled.
 - b) If an Audit Report is cancelled, the Client will immediately return the Audit Report to ABAC Center of Excellence Limited and destroy any copies the Client may have.
- 5.6.2 The Client's disclosure of the Audit report. If the Client discloses an Audit report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by ABAC Center of Excellence Limited at the time of its creation. Suppose the Client does disclose the Audit report. In that case, it agrees to hold harmless ABAC Center of Excellence Limited and ABAC Center of Excellence Limited Affiliates against all cost or losses suffered or incurred by the Client arising out of or relating to a third party's reliance on the Audit report, whether disclosed to that third party with the prior written consent of ABAC Center of Excellence Limited or not. the Client also agrees to indemnify ABAC Center of Excellence Limited or ABAC Center of Excellence Limited Affiliates for any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against and due to ABAC Center of Excellence Limited or ABAC Center of Excellence Limited Affiliates arising out of or relating to a third party's reliance on the Audit report, whether disclosed to that third party with the prior written consent of ABAC Center of Excellence Limited or not.

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SCHEDULE 6-Duty to Provide Information

- 6.1 The Client acknowledges that the information it provides to ABAC Center of Excellence Limited is material to ABAC Center of Excellence Limited providing the Scope of Work stated in Proposal. Accordingly, it will provide to ABAC Center of Excellence Limited:
 - Full, complete, and accurate information related to the Scope of Work contained within the Schedule of Services, including, where relevant, any test calibrations and development material required for the assessment to be completed.
 - Regular updates comprising full, complete, and accurate details of any changes to the information since the Client first provided it to ABAC Center of Excellence Limited; and
 - Any additional information that ABAC Center of Excellence Limited may request from the Client as being relevant to the Scope of Work.
- 6.2 The Client shall provide and update information according to paragraph 1.1 as a continuing process and for the duration of the agreement.
- 6.3 The Client undertakes, warrants, and represents that all information provided to ABAC Center of Excellence Limited for the agreement shall be true, accurate, complete, and not misleading. In providing the Scope of Work, ABAC Center of Excellence Limited is entitled to assume that all information the Client provides is true, accurate and complete in all respects and that the Client has complied fully with its duty to provide all relevant information. ABAC Center of Excellence Limited will not investigate or confirm the truth, accuracy or completeness of any information provided by the Client. Accordingly, ABAC Center of Excellence Limited accepts no liability for any losses, costs or damages suffered or incurred by the Client arising out of or concerning the Scope of Work provided to the Client based on information provided by the Client which is not true, accurate and complete in all respects or which is misleading.

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The End	

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REVISION HISTORY OF THE DOCUMENT

Revision Status		Page No.	Description of Changes	Effective
Revision No.	Rev. Date			Date
0	13-03-2017	All	First Issue	13-03-2017
1	10-10-2017	All	Updated by Legal team	10-10-2018
2	04-10-2018	All	Name Change	04-10-2018
3	07-10-2018	All	Name Change, addition of 13.4 clause as per ISO 17021-1 requirement (8.4- confidentiality)	07-10-2018
4	28-01-2019	All	Typing error fixed, Clause 4.4.1 of ISO 17021-1 added	28-01-2019
5	17-02-2019		Word- consultation removed: 6.1 clauses (c); 6.2; 7; 10.3 (a) (b)	17-02-2019
			Document reference changed to CRI-MSF-040 (c)	
6	01-03-2023		Details updated, jurisdiction updated, address updated, liability clause changed.	

NOTE:

Upon receipt of amendments, please

- a) Remove and destroy the amended sheet(s) / page(s)
- b) Replace it with superseded sheet(s) / page(s)
- c) Check the controlled status
- d) Inform any discrepancy observed to the Management Representative immediately.