

These “Terms and Conditions” apply to any agreement, purchase order, statement of work, or other contract (“Order”) relating to the provision of services set forth in the Order (“Services”) by National Industrial Innovation Company (“NAMI”) to a customer (“Customer”). These Terms and Conditions, together with the related Order shall constitute the entire agreement (“Agreement”) between the parties.

1. **GENERAL PROVISIONS** – The Agreement governs the provision of Services by NAMI. After Customer signs the Order (or any amendment to it), the Agreement will become a binding contract when and if it is executed by an officer or other authorized designee of NAMI. As used herein, the terms “NAMI,” “we,” “us,” and “our” refer to NAMI, and its employees, officers, directors, partners, agents, and affiliates.

The terms “Customer” refers to the customer engaging in any applicable transaction with NAMI, as well as any and all employees, officers, directors, partners agents, and affiliates who act or provide information on the customer’s behalf.

2. **WARRANTY** – NAMI warrants that it will provide competent personnel with sufficient skill, knowledge, and training to perform the Services for Customer as set forth in the Order and that such personnel will perform such Services in a diligent and professional manner and in accordance with generally accepted industry standards, and in compliance with all applicable federal, state and local government laws, regulations, and requirements especially relating to providing of Services to the Customer. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED OR PARTICULAR PURPOSES, OR NON-INFRINGEMENT, EACH OF WHICH IS HEREBY DISCLAIMED.

3. **SCHEDULE** – If conditions arise which prevent compliance with delivery schedules, NAMI will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, NAMI will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation of the Order.

4. **PAYMENT** – Payment amounts shall be set forth in the Order. On overdue accounts, NAMI shall have this right to seek financial penalties and legal recourse against delay in payments, including its right to suspend or cancel the Services. The Customer shall provide NAMI with a copy of tax exemption certificate or other documentation if exemption from sales or use taxes is claimed.

5. **OWNERSHIP OF WORK PRODUCT** – Unless otherwise stated in the Order, NAMI shall own all work product resulting from the Services, including all intellectual property rights relating thereto.

6. **TERM AND TERMINATION** – The term of the Agreement shall be set forth in the Order. Unless otherwise stated in the Order, Customer may terminate this Agreement at its sole discretion, for any reason or for no reason, at any time upon thirty (30) days prior written notice to NAMI.

NAMI may terminate this Agreement with thirty (30) days prior written notice only in the event of non-payment by Customer of payments as specified in the Order for accepted Services rendered and invoiced pursuant hereto, and provided that NAMI shall first have given Customer a prior thirty (30) days written notice about such non-payment to allow Customer to cure such breach within that time. The termination of this Agreement without cause or on account of the other party’s breach shall not limit any other rights or remedies available to the terminating party.

Upon any termination of this Agreement for any reason, NAMI shall deliver to Customer all work product completed to date and Customer shall pay NAMI for all work product completed to date in accordance with the terms hereof.

7. **EXPORT COMPLIANCE** – Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any physical items, data, equipment or software except in full compliance with all KSA, USA, EU and other applicable export control laws and regulations. These obligations shall survive the termination of the Agreement. Further, Customer agrees the items, technology/technical data and/or services will not be used for any purposes, to include design, production, assembly, testing, operation, integration, installation, inspection, maintenance, repair, overhaul, or refurbishment, related to a military or defense application or military End-Use or by a military End-User in the People’s Republic of China, Venezuela, Burma (Myanmar), Russia or any other country, state or province listed in international sanctions and prohibitions lists. The product(s), software, and/or technology acquired from NAMI will not be re-exported, sold or otherwise re-sold or transferred to a destination subject to KSA, USA, UN, EU or OSCE embargo. Customer will not sell, transfer, export, or re-export any items received from NAMI for use in activities that involve nuclear explosive activities, unsafeguarded nuclear activities, nuclear fuel cycle or nuclear propulsion activities, or in the design, development, production, stockpiling, or use of chemical weapons, biological weapons, missiles, rocket systems or unmanned aerial vehicles (UAV) without providing all necessary export control documentation and getting written NAMI approval.

8. **LIMITATION OF LIABILITY** – NAMI will not be responsible to Customer for consequential, exemplary, incidental, punitive, or other indirect damages (such as loss of profit or employee’s time) regardless of the reason. Except for any alleged breach of NAMI’s confidentiality obligations under Section 10 of these Terms and Conditions or the parties’ NDA, in no event shall the liability and/or obligations of NAMI under the Agreement or arising out of the Order exceed the payment amount of the Order.

9. **INDEMNIFICATION** - Customer will defend, indemnify, and hold harmless NAMI and its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees, representatives, agents and independent contractors from and against all liabilities, damages, losses and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising out of or in connection with third party claims and damages resulting from Customer’s use of the work product, resulting from the Services, including but not limited to all claims of products liability, medical malpractice, and intellectual property infringement. The duty to indemnify under this Agreement is deemed expressly to survive cancellation or termination of this Agreement.

10. **CONFIDENTIALITY** – Subject to any NDA or other confidentiality agreement between the parties, NAMI shall hold in confidence and not disclose to any other person or entity all information that is acquired from Customer, including without limitation any business or technical information trade secrets

or know how, which is identified by Customer in writing as confidential (“Confidential Information”). NAMI shall not disclose any Confidential Information to any other party or use it in any manner not previously authorized in writing by Customer as set forth in the Agreement. Confidential Information shall not include any information that: (a) is already known to NAMI prior to the date of this Agreement; (b) is or becomes publicly known through no wrongful act of NAMI; (c) is received from a third party free to disclose it to NAMI without limitation on its public disclosure; (d) is independently developed by NAMI outside the scope of the Services contemplated herein and is not based on and does not incorporate or use any information acquired by NAMI hereunder; (e) is communicated to a third party with the express written consent of Customer; or (f) is required to be disclosed by law, provided that before making such disclosure NAMI shall promptly notify Customer of such disclosure and upon request of Customer shall provide Customer with a reasonable opportunity to seek confidential treatment of such Confidential Information.

11. **FORCE MAJEURE** – Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

12. **SEVERABILITY** – If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

13. **DISPUTE RESOLUTION** – Customer and NAMI shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the Saudi Centre for Commercial Arbitration (SCCA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the Riyadh, the Kingdom of Saudi Arabia.

14. **OTHER** –

A. Unless otherwise stated in the Order, the Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia., without regard to conflicts of law provisions thereof.

B. Both NAMI and Customer will comply with all laws applicable to the Agreement.

C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and NAMI will be sent to the address provided in the Order.

D. Changes to the Agreement must be in writing and must be signed by both parties.

E. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Notwithstanding the foregoing, this Agreement and the Services provided hereunder are deemed personal in nature and NAMI may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Customer.

F. NAMI' relationship with Customer will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer employee relationship. NAMI is not the agent of Customer and is not authorized to transact business, incur obligations (express or implied), bill goods or otherwise act in any manner, to make any promises, warranty, representation, contract, or commitment or other representation in the name of or on behalf of Customer.

15. **COMPLETE AGREEMENT** – Customer acknowledges that it has read the Order and these Terms and Conditions, understands them, and agrees to be bound by their terms and conditions. Further, Customer represents and agrees that the Agreement set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer's general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.