



ISTARI CLIENT ENGAGEMENT LETTER TERMS AND CONDITIONS MAY 2022

These terms and conditions and the engagement letter (and any statement of work under the engagement letter) that they accompany together form a contract between the parties to the engagement letter.

We do not amend these terms and conditions by varying text in this document itself. Any variations to these terms and conditions may only be effected within an engagement letter, a statement of work or another amendment permitted by paragraph 14.6.

1 The services and changes to the services

1.1 The engagement letter describes the nature and scope of the initial services that we agree to perform and an outline of the timetable for performing them.

1.2 You and we may change these things (whether by adding additional services or changing things in respect of the either or both initial services and any additional services).

1.3 We prefer to make changes through a formal document, especially if they are material, but we can agree changes through less formal means including by email.

1.4 No change is effective on our part unless agreed in writing (including by email) by the ISTARI relationship leader (this is the person described as such in the engagement letter or as we subsequently notify to you), making clear that it involves a change to the scope of services to be performed under our contract with you.

1.5 We will perform the services with reasonable skill and care using appropriately skilled and experienced people. These people may be our staff or subcontractors (and we will be responsible for work by our subcontractors that you reasonably believe to be under this contract as if it were our own work; this does not include work that our subcontractors agree to perform for you directly).

1.6 We will endeavour to ensure that there is continuity in the team performing the work and, if we change the composition of our team, we will endeavour to minimise any inconvenience to you.

2 Who can benefit from and see our work

2.1 Only the legal entity or entities named as client in the engagement letter may rely on our work and enforce the contract. We owe no duty or liability under or in connection with our work or the contract to any other entity or person.

2.2 We will perform our work for the purposes you have described to us and/or that we have outlined to you we understand before the scope of the services is agreed. If you use our work for other purposes, it may be unsuitable for those purposes.

2.3 If you would like any other entity or person to be able to rely on our work or enforce the contract, please discuss this with the ISTARI relationship leader (see paragraph 1.4). A change in this regard is only effective if set out in a formal change document (not email).

2.4 If you wish to share any aspect of our work with any entity or person other than the legal entity or entities named as

client in the engagement letter, you are responsible for any losses we suffer as a result of your sharing it without having first obtained our permission in writing. We would typically only grant permission if the intended recipient were first of all to enter into a "hold harmless letter" with us on terms acceptable to us acting in good faith.

2.5 If we do permit any entity or person other than the legal entity or entities named as client in the engagement letter to rely on our work or enforce the contract, you and we can agree to a change to our services or the terms and conditions of our contract without the consent of or notice to that other entity or person.

3 Our dependencies on you and matters beyond our control

3.1 In order to perform our work as required by the contract, we will have dependencies on you.

3.2 We have general dependencies on you (that we need not specify further) and you have general duties to:

3.2.1 provide us, all information and cooperation that would reasonably be considered to be within your control relevant to enabling us to perform our work; and

3.2.2 minimise insofar as you are reasonably able any loss you suffer as a result of any actual or alleged defect, delay or failure in the performance of our work.

3.3 We may communicate additional, specific dependencies to you on a case-by-case basis, but you should expect that we may request access to people, premises, information and systems.

3.4 We are not liable to you for any defect, delay or failure in the performance of our work to the extent that it would reasonably be considered to result from your not fulfilling a relevant dependency or any event or circumstance beyond our control (including hostile state action, terrorism, cyber attack, riot, epidemic, extreme weather, natural disaster, labour dispute, infrastructure failure or other event or circumstance having a similar adverse effect as any of the foregoing may cause).

4 If you think we may have breached our contract

4.1 We want you to be satisfied with our work. If you are dissatisfied with any aspect of our work, you must raise the matter with your ISTARI relationship lead (see paragraph 1.4) as soon as possible in order that we are aware of and/or may investigate any potential defect, delay or



failure in the performance of our work and the consequences of that and may attempt to address it.

4.2 You agree to give us in writing such details as we may reasonably request of your concerns and any actual and potential losses you may suffer as a result of any actual or alleged defect, delay or failure in the performance of our work and of any steps you have taken and intend to take in order to minimise any such losses.

4.3 We are entitled to address any defect, delay or failure in the performance of our work by reperforming the work unless this is impractical.

4.4 Our liability to you in respect of any defect, delay or failure in the performance of our work and otherwise under or in connection with the contract and any matter referred to in it is limited as follows:

4.4.1 our maximum liability for any and all losses, damages, liabilities and costs you suffer or incur is an amount equal to the fees agreed for the applicable work item or work phase in respect of which the defect, delay or failure exists; if you do not pay our fees for the work, do not fulfil a dependency we had on you in order for us to be able to perform the work, do not (where applicable) follow any recommendation we make, or the contract is terminated thereby reducing the work to be performed or you instruct us not to perform work for which fees were agreed, this will be taken into account and reduce our maximum liability accordingly;

4.4.2 we have no liability to you in respect of the work other than as described under the contract (we do not owe you, and have no liability for, extra-contractual obligations under tort, statute or otherwise; you have not engaged us other than on the basis of the express terms and conditions of the contract);

4.4.3 we have no liability to you for any loss of revenue, profit, business opportunity, goodwill, reputation, anticipated savings or any special, indirect or consequential loss or punitive damages;

4.4.4 sometimes there is a risk that we may be prejudiced if you incur a loss which is caused partly by us and partly by contributory actions or omissions by you or anyone else acting for you; if we are liable to you in these circumstances, you agree that our liability to you will not exceed our proportionate responsibility for any loss you may incur, having regard to the proportionate responsibility for that loss of you or of anyone else acting for you; if you have agreed to limit another liable supplier's liability, our liability will be no greater than it would be if you had not agreed to limit the other supplier's liability; we are not responsible for the management or provision of advice or services or fees and expenses of any of your other suppliers; and

4.4.5 we have no liability to you for any item of loss, damage, liability or cost you suffer or incur unless you give us notice of a claim in respect of the act or omission causing the same (a) within 12 months of when you ought first reasonably to consider, based on what you know, that you have a basis to make the claim and (b) within 36 months of the act or omission first occurring,

but these exclusions and limitations of liability do not operate to exclude or limit our liability (a) to the extent that it cannot be excluded or limited by applicable law (including as applicable law may apply in respect of any of fraud, fraudulent misrepresentation, willful misconduct, death and personal injury) or (b) for any breach of our obligations of confidentiality under paragraph 6.

4.5 You agree not to make, and waive any claim you do make, against each and every director, officer, employee, subcontractor, agent or adviser of ours or any affiliate of ours under or in respect of our work and the contract and agree that you may only claim against us. Each other such person is entitled to rely on this paragraph 4.5 under applicable third party rights legislation or alternatively we may enforce this paragraph 4.5 on their behalf. You and we can agree to a change to our services or the terms of our contract without the consent of or notice to any such other person.

4.6 If and when an entity or person claims, or you are aware that it might make a claim, against you and you are aware that you might make a claim against us as a result of that actual or potential third party claim, you agree to inform us promptly of that giving us reasonable details (if available) of the nature, basis and potential amount of the actual or potential claim and, where practicable, not to admit liability or reach any agreement or compromise without first consulting us as to your response to the actual or potential claimant.

4.7 To the extent lawful and practicable, you agree similarly to inform and consult us if and when you are aware that any governmental agency has commenced or you have reason to believe that it is considering commencing any investigation or inquiry involving you or us or any persons associated with you or us and which might raise questions or concerns regarding our work for you.

5 Intellectual property

5.1 Subject to paragraphs 5.2 and 8.5, you will, upon payment in full of our fees for the relevant work product, own all right, title and interest in and to any reports and advice we provide you in the performance of the contract. Pending payment in full of our fees, all that right, title and interest belongs to us and we grant you a non-assignable and non-sub-licensable licence of these items that is revocable by us if you do not pay our fees when due. We acknowledge that your confidential information contained or reflected in the items belongs to you.

5.2 We (or as applicable one or more of our applicable affiliates and subcontractors) are and will at all times remain exclusive owner of all right, title and interest in and to the know-how and professional knowledge



(including processes, reports, templates, images, designs, procedures, methods, methodologies, ideas, discoveries, creations and developments) used and/or gained in the provision of the services. We (or as applicable one or more of our applicable affiliates and subcontractors) may use those for our own and other clients' purposes, noting that we agree to respect our obligations in respect of your confidential information.

5.3 In performing the contract, you and we each agree not to infringe any person's intellectual property rights of which, respectively, you or we are or ought reasonably to be expected to be aware.

6 Confidentiality and conflicts of interest

6.1 You and we agree to keep the contract and the information shared between us (before or after signing of the contract) in connection with or in furtherance of it confidential and secure from unauthorized use and disclosure (using the same degree of care as, respectively, you and we use, subject to at least a reasonable degree of care) unless and to the extent:

6.1.1 it is information that was already in the relevant party's lawful possession or is publicly available or it is obtained independently of the contract (in each case other than as a result of a breach of an obligation of confidentiality of which the relevant party is or ought reasonably to be expected to be aware); or

6.1.2 otherwise required by law, regulation, court order or other public authority.

We may disclose your confidential information only to such of our affiliates and our and our affiliates' and subcontractors' directors, officers, employees, agents, auditors, insurers and advisers whom we reasonably need to have it in connection with the formation of and the exercise of our rights and the performance of our obligations under the contract (and our related financial reporting and insurance affairs) and we agree to ensure that the information is only used for those purposes.

Without limiting paragraph 2, you may disclose our confidential information only to such of your affiliates and your and your affiliates' directors, officers, employees, agent and advisers whom you reasonably need to have it in connection with the formation of and the exercise of your rights and the performance of your obligations under the contract and you agree to ensure that the information is only used for those purposes.

We and you respectively must ensure that the permitted recipients of information as described above observe this paragraph 6 as if they were bound by it themselves.

6.2 If a party is required by law, regulation, court order or other public authority to disclose information as contemplated by paragraph 6.1.2, it must in each of the following cases to the extent lawful and practicable:

6.2.1 promptly notify the other party of that fact including details of what is required to be disclosed and why;

6.2.2 give reasonable consideration to any representations that the other party makes to seek to limit the disclosure;

6.2.3 allow the other party to make those representations itself to the court or authority requiring or ordering disclosure if applicable;

6.2.4 disclose the minimum information necessary to satisfy the disclosure obligation; and

6.2.5 use reasonable endeavours to ensure that the confidentiality of the information is made known to, and observed by, the recipient of the information.

6.3 You acknowledge that we may possess information in relation to other entities and persons in respect of which we are bound by obligations of confidentiality and we have no duty to disclose any such information to you. We are not restricted from acting for other existing and future clients even if they are competitors of yours.

7 Complying with the law and safeguarding our reputation

7.1 You accept that we may take whatever steps we consider in good faith are appropriate to comply with applicable laws and regulations in performing the contract even if to do so would be inconsistent with the terms of the contract. To the extent lawful, we will use reasonable endeavours to inform you if we consider that we need to comply with any applicable laws and regulations that are inconsistent with the terms of the contract.

7.2 If we consider in good faith that work under the contract carries a material risk for us of incurring a material legal liability (other than one caused by any act or omission of ours and people we use to perform the contract) or suffering material reputational risk, we may consult with you as to means of eliminating or reducing the risk. If, after so consulting, we consider in good faith that the risk will not be satisfactorily eliminated or reduced then we may reduce the scope of the services or terminate the contract by notice to you.

7.3 We will process any personal data that is transferred to, or is otherwise obtained by, us in the course of our business relationship with you in accordance with the applicable laws and regulations relating to the processing of personal data and privacy including, as applicable, the EU General Data Protection Regulation ("EU GDPR") including insofar as it forms part of UK law ("UK GDPR") and the UK Data Protection Act 2018 and the Singapore Personal Data Protection Act 2012 together with any other law relating to data protection or privacy, in each case as may be replaced, extended or amended from time to time ("**Applicable Data Protection Laws**"). For further information on how we process personal data, please see our Privacy Notice at istari-global.com.

7.4 In the event that the services we provide involve personal data protected by Applicable Data Protection Laws, the use and security of such personal data is governed by the Data Protection Addendum available



- [here](#), and such agreement is incorporated and made a part of these terms and conditions.
- 7.5 You and we each agree to use all reasonable endeavours to comply with all applicable laws and regulations regarding anti-bribery, and-corruption, anti-money laundering, anti-terrorist financing, anti-cyber crime, anti-modern slavery and human trafficking and international sanctions and that failure so to comply and association with any person not so complying may expose us and you respectively to reputational and other risks.
- 8 Communications between us and record-keeping**
- 8.1 You and we may communicate with one another by electronic means and we each expect that information, correspondence, reports and other records will be exchanged between us primarily by email or other commonly accepted means of electronic file transfer. We prefer not to receive information in hard copy form.
- 8.2 There is no guarantee that electronic communications will be secure, virus-free or successfully delivered. We are not liable to you if, due to circumstances beyond our reasonable control, electronic communications are intercepted, delayed, corrupted, not received or received by persons other than intended recipients.
- 8.3 Please note that communications other than by email to @istari-global.com email addresses or by Microsoft Teams or Zoom or by telephone to numbers provided in senders' email signature blocks are not protected by our corporate information technology security tools and use of messaging services such as WhatsApp, Signal, Telegram and threema (to the contents of which we do not have access other than through individuals using those services) may carry increased risks accordingly. We do not routinely apply password protection to all our electronic documents and you are taken to accept this unless you specifically instruct us otherwise.
- 8.4 We will retain and may in due course delete information received from you in accordance with our normal corporate information management policies and procedures that apply from time to time; we do not accept any duty to retain records for particular periods of time unless agreed with you expressly.
- 8.5 Without prejudice to paragraph 5, we may retain copies of all correspondence with you and documents created by us in the performance or furtherance of the contract. This is for the purpose of exercising our rights under paragraph 5.2 and for being able to defend ourselves against any claim you may make as contemplated by paragraphs 4 and 14.5.
- 8.6 Formal notices under or in respect of the contract must be sent by email for the attention of the lead representative of the party concerned from time to time. That is initially the relevant person named as such in the engagement letter and otherwise as subsequently notified in writing to the then-current lead representative of the other party in each case.
- 8.7 Notices to commence litigation or arbitration proceedings must also be sent in hard copy form (as well as by email) to the physical address of the party concerned as set out in the engagement letter.
- 8.8 Notices will be treated as received when sent by email unless the sender receives an automatic reply stating that the message was not delivered or the recipient can provide reasonable evidence to the contrary or certify that to the best of his or her knowledge the message was not received. Out of office autoreplies will be treated as receipts.
- 9 Our fees and expenses**
- 9.1 Our invoices for our fees, expenses and any applicable taxes are payable within 30 days of the date you receive the invoices, unless you notify us in good faith within that time that you dispute the amounts invoiced. You agree to pay our invoices by bank transfer.
- 9.2 If you do not pay our invoices in full when due, we reserve the right to charge you interest on the unpaid amounts from the date of invoice at the rate of 2% above the base rate from time to time of HSBC Bank UK PLC and to cease performing work for you (and this is not a breach of contract).
- 9.3 If we successfully bring proceedings against you for unpaid amounts, we may charge you the judgement rate of interest from the date that we commence proceedings in respect of the principal amount for which we obtain judgement. If you dispute an invoice, we may charge you interest at the applicable rates described in these terms and conditions on that part of the amount that you disputed that you and we agree or that the court or arbitrator(s) determine(s) was validly due.
- 9.4 We may invoice you and you agree to reimburse us for our reasonably and properly incurred out-of-pocket expenses incurred in performing services for you including travel, accommodation, cloud storage to the extent necessary for the services, in each case subject to your right to require receipts or other reasonable evidence of the expenses having been reasonably and properly incurred.
- 9.5 If we incur expenses in a currency other than the currency applicable to our fees, we may either require you to reimburse us the expenses in the currency in which they were incurred or we may invoice you for the expenses in the same currency as applicable to our fees using the exchange rate applicable at the date that we booked the expense in our general ledger quoted by our bank or, if not available, as selected by us acting reasonably for the purchase of the currency of the expenses using currency applicable to our fees.
- 9.6 If we subcontract the performance of our services, fees that we are liable to make to subcontractors and any fee for managing the subcontractors will be included within our fees, but any out-of-pocket expenses incurred by subcontractors will be invoiced to and reimbursed by you on the same basis as our own such expenses. We may earn commissions from subcontractors and other services providers whom you engage directly following a referral by



us (you must assess any referral critically and we accept no responsibility for any decision you make to engage any such person).

10 Taxes, duties and exchange controls

- 10.1 You agree to inform us as soon as reasonably practicable if our fees or expenses (or both) are subject to any withholding or deduction in respect of taxes or duties.
- 10.2 If the deduction or withholding is not reduced or removed, we may reflect those taxes or duties in our invoices so as to ensure that our overall position net of tax is no worse than it would have been in the absence of the taxes or duties.
- 10.3 If you do not inform us as required by paragraph 10.1 before we submit an invoice, the amount of the invoice will be treated as having increased as necessary to ensure that after any withholding or deduction we receive and retain a net sum equal to the amount of the invoice.
- 10.4 If your payment of our fees or expenses or our receipt of such payment is subject to exchange or other similar control, you must use your reasonable endeavours to obtain (or where appropriate help us to obtain) the necessary consents as soon as possible after each invoice is submitted and then ensure we receive prompt payment in accordance with such consents.
- 10.5 If exchange control approval has not been obtained within 3 months from the date of our invoice then, if requested by us at any time thereafter, you must pay into an account designated by us the amount equivalent to the amount outstanding in the local currency of that account (converted using the exchange rate for purchasing the currency in which the fees are due at the date of the invoice as quoted by our bank or, if not available, as selected by us acting reasonably).
- 10.6 We will charge value added tax (or any similar tax) that we or a competent authority deem applicable on our fees and/or expenses.

11 Ending our agreement

- 11.1 You may give us written notice at any time:
- 11.1.1 requiring us to stop providing you with any or all of the services; or
- 11.1.2 terminating the contract altogether.
- 11.2 We may suspend or stop providing you with services by giving you reasonable written notice, but only if we have good reason to do so. Good reasons may include:
- 11.2.1 you do not fulfil a dependency that we have on you as contemplated by paragraph 3;
- 11.2.2 as contemplated by paragraphs 7.2 and 9.2.
- 11.3 Cessation or suspension of any of the services or termination of the contract does not affect rights accrued up to such cessation, suspension or termination and we remain entitled to our fees and expenses (and any

applicable taxes) up to that time and rights and obligations capable of effect beyond termination (including as set out in paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 13 and 14) continue beyond termination. You and we may each by notice require the other to delete any confidential information protected by the contract received from or in respect of you or us respectively save for computer back-ups made in the ordinary course and save for materials we are permitted to keep under paragraph 8.5 and which remain in each case subject to continuing obligations of confidentiality as set out in these terms and conditions.

12 Warranties regarding the contract

- 12.1 You warrant that you have engaged us solely for yourself and not on behalf of any other person or entity.
- 12.2 You and we warrant to one another respectively that respectively your and our entry into and performance and enjoyment of the contract (including any amendment or statement of work subsequently entered into):
- 12.2.1 constitutes respectively your and our valid and binding obligations enforceable against you and us respectively in accordance with its terms;
- 12.2.2 has been validly entered into and all necessary corporate and other approvals, consents, filings and registrations necessary for that purpose have been obtained;
- 12.2.3 does not conflict with any law, regulation, order, restriction or requirement of legal effect binding on or entitling respectively you or any of your assets or us and any of our assets.
- 12.3 You and we warrant to one another respectively that you and we have not been induced to enter into the contract in reliance on any representation, warranty, statement or inducement other than as set out in the express provisions of the contract.

13 Publicity and marketing

- 13.1 We agree not to publicise our appointment by you to provide you the services without your prior written consent. We are not in breach of this obligation if our appointment becomes a matter of public record in a manner permitted by paragraph 6.
- 13.2 Unless you inform us otherwise in writing, we may from time to time provide you with information on our and our affiliates' and our and their investee entities' products and services.
- 13.3 You agree not to publicise our appointment by you to provide you the services without our prior written consent. You are not in breach of this obligation if our appointment becomes a matter of public record in a manner permitted by paragraph 6.

14 Miscellaneous

- 14.1 **Precedence of terms.** If there is any inconsistency between these terms and conditions, the engagement letter that these terms and conditions accompany and any



statement of work under the engagement letter, the following order of precedence applies: first, any statement of work signed after the date of the engagement letter prevails; secondly, the engagement letter prevails; and thirdly, any statement of work dated the same date as the engagement letter prevails; and these terms and conditions take effect subject to the foregoing.

14.2 **Assignment and subcontracting.**

14.2.1 Subject to paragraphs 14.2.2 and 14.2.3, neither you nor we may assign, transfer, subcontract, delegate, hold in trust, grant security over or create any derivative interest in relation to any of, respectively, your or our rights or obligations under the contract without, respectively, our or your prior written consent. You and we will give reasonable consideration to any request made for such consent.

14.2.2 We may assign our entitlement to all or any part of the fees, expenses and other monetary amounts due from you under the contract to one or more of our affiliates (see paragraph 14.10.6).

14.2.3 We may subcontract the performance of our obligations to one or more of (a) any subcontractors described in the engagement letter or any statement of work or as you may agree from time to time, such agreement not to be unreasonably withheld, conditioned or delayed and (b) our affiliates. You agree that we may engage individual human consultants, directly or through personal service companies, as subcontractors without your prior consent.

14.2.4 You acknowledge that arrangements between us and any assignees and subcontractors constitute confidential information of ours.

14.3 **Counterparts.** The engagement letter (and any statement of work under the engagement letter) that these terms and conditions accompany may be signed by any legally valid wet ink or electronic signature in any number of counterparts, each of which is an original and all of which together are the same document.

14.4 **Governing law.** The contract, and all non-contractual rights and obligations arising out of or in connection with the contract and its formation, are governed by the laws of:

14.4.1 England and Wales where the engagement letter is signed by ISTARI International (UK) Limited or ISTARI Global Limited;

14.4.2 Singapore where the engagement letter is signed by ISTARI Global (Singapore) Pte. Ltd.; and

14.4.3 the State of New York, USA where the engagement letter is signed by ISTARI International (US) LLC.

14.5 **Disputes.** Subject to paragraph 4, you or we may seek to enforce the contract as follows:

14.5.1 neither you nor we may commence arbitration or litigation proceedings without first giving the other party at least 2 months prior notice of intention to commence proceedings and after that notice is given you and we must seek to resolve the matter amicably including by arranging a meeting or audio or video conference between your and our respective chief executive officers and chief legal officers (or in your case direct reports of theirs);

14.5.2 if the attempts to resolve the matter amicably do not succeed within 2 months (or such longer period as the parties may agree in writing), either party may (subject to paragraph 14.5.4) require the matter to be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as then in force. The appointing authority is the then-Secretary General of the Permanent Court of Arbitration or such other person as he or she may designate. Unless agreed otherwise in writing, 3 arbitrators appointed in accordance with those Rules must decide the matter and the seat of arbitration is in London and the arbitration must be conducted in English;

14.5.3 the parties to the claim, the appointing authority and the arbitral tribunal must keep confidential the materials used and created for the arbitration and the awards and decisions of the arbitral tribunal unless (a) the information is publicly available (other than as a result of a breach of an obligation of confidentiality of which the relevant party is or ought reasonably to be expected to be aware) or (b) required to be disclosed by law, regulation, court order or other public authority (in which case paragraph 6.2 applies with such changes as are necessary) or (c) required by a party's professional advisers or insurers for the provision of their services to that party or (d) necessary to disclose to protect or pursue a legal right or to enforce or challenge an award in legal proceedings; and

14.5.4 within 2 months of the date on which valid notice is given in accordance with paragraph 14.5.1 (or such longer period as the parties may agree in writing), the party against whom the claim is made (or us in the case of an action for payment of our fees and expenses and any related taxes) may elect by notifying the other party in writing that the claim will be determined by an appropriate court (instead of being referred to arbitration). The appropriate court is in all cases the court of the jurisdiction whose laws govern the contract (see paragraph 14.4; in the case of New York, the court must be in the Southern District of Manhattan) and has exclusive jurisdiction to determine the claim. Each party irrevocably submits to the jurisdiction of the relevant court and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by the relevant court exercising jurisdiction in accordance with this paragraph 14.5.4.



- 14.6 **Amending the contract.** Save as otherwise provided in paragraph 1, these terms and conditions, the engagement letter that these terms and conditions accompany and any statement of work under the engagement letter may only be amended in writing signed by or on behalf of you and us.
- 14.7 **No waiver.** No failure to exercise or delay in exercising a right or obtaining a remedy for a breach of the contract amounts to a waiver of the right or remedy.
- 14.8 **Relationship of the parties.** Nothing in the contract makes either you or us (or anyone working for you or us in connection with the performance of the contract) an agent, employee, partner or joint venture partner of the other and neither you nor we (or anyone working for you or us in connection with the performance of the contract) has authority to bind respectively us or you (or anyone working for us or you respectively in connection with the performance of the contract).
- 14.9 **Entire agreement.** The engagement letter that these terms and conditions accompany, these terms and conditions and any statement of work dated the date of the engagement letter or dated before the date of the engagement letter and referred to in it as having effect constitute your and our entire agreement with respect to their subject matter and supersede and extinguish all prior letters of intent, agreements and commitments (written or oral), drafts, proposals, correspondence and discussions with respect to that subject matter.
- 14.10 **Interpretation.** In these terms and conditions:
- 14.10.1 headings are for convenience only and do not affect interpretation;
 - 14.10.2 "us" means the ISTARI-named entity that signs the engagement letter and "you" means the entity contracting to purchase services from us under the engagement letter;
 - 14.10.3 "the contract" means these terms and conditions, the engagement letter that these terms and conditions accompany and any statement of work under the engagement letter, and any variation that takes effect as contemplated by paragraph 14.6;
 - 14.10.4 the words "include", "includes" and "including" are to be construed as if followed by "without limitation";
 - 14.10.5 there are references to "entities" and "persons" and these are for convenience to make this document easier to read, but the word "person" includes reference to any legal person (including any human and any legal entity) and to any unincorporated association, partnership, joint venture or similar; and
- 14.10.6 references to "affiliates" include, in relation to a person other than a human, reference to any other member of the group of which the person form part (that is any entity (including any partnership or other legal person) controlled by the person or that is under common control with the person, in each case directly or indirectly, excluding in our case (a) Temasek Holdings (Private) Limited and its subsidiary undertakings (other than Steele Investments Pte Ltd and its subsidiary undertakings which form our group for the purposes of these terms and conditions, other than as described in (b) and (c) below), (b) Sygnia Consulting Ltd. and its subsidiary undertakings and (c) Ensign Asia Pte. Ltd and its subsidiary undertakings), and "control" and "controlled" and "common control" mean ownership of greater than 50% of the voting shares or other ownership interests of the other entity, or possession of the power to direct or cause the direction of the management and policies of the other entity by any means).