

## Standard Terms & Conditions

1. The Period of Services stipulated in the Agreement shall be reduced or extended as the Client and Consultant may agree.
2. The remuneration / fee paid by the Client to the Consultant is based on the terms and provisions of the Agreement. In the event the Client wishes to use alternative terms and provisions, the present remuneration / fee shall be subject to amendment to reflect the alternative terms and provisions opted by the Client.
3. All Payments to the Consultant shall be made by the Client against submittal of invoices by the Consultant net of any deduction whatsoever, and transferred to the Consultant's designated bank account in the Republic of Lebanon.
4. The remuneration / fee stipulated in the Agreement excludes any transportation and accommodation expenses incurred by the Consultant while carrying out the Services, and shall be arranged by the Client. Transportation shall be arranged by the Client for the Consultant through executive cars or business class flights and accommodation shall be arranged by the Client for the Consultant through executive rooms in five stars hotels.
5. The Client and Consultant shall protect, indemnify and hold each other harmless from any and all suits, actions and claims that may be lodged against either the Client or Consultant, their mother company, sister companies, or any of its affiliates or subsidiaries by any party in connection with or resulting from or arising out of, or incidental to the Services of the Consultant under the Agreement or any of its appointed sub-consultants. In all cases, the liability of the Consultant shall not exceed fifteen percent of the fee paid by the Client to the Consultant.
6. In all things undertaken by the Client and Consultant during the period of the Agreement, and by mutual confidentiality undertaking, the Consultant shall be and shall remain an independent contractor, and shall not in any way be considered as an agent or employee of the Client.

7. The Consultant shall have no liability for loss of production, loss of business, or any other indirect losses or consequential damages arising through the performance or non-performance of the Services under the Agreement.
8. All knowledge, information, data and write up either party or any of its employees, agents or sub-contractors may acquire from the counterparty, relating to its methods of conducting its business affairs, methods, systems, improvements, trade secrets and other such private matters shall not be disclosed to others by the party to the detriment of counterparty and shall remain at all times the property of the latter. The obligation of the parties as provided herein shall remain in full force and effect surviving the termination of the Agreement.
9. In case the obligations under the Agreement become either impossible or very difficult to perform wholly or partly due to Force Majeure, the Agreement shall be automatically suspended for the length of the Force Majeure. Should, however, Force Majeure continue for a period exceeding three months then the Agreement will be considered as terminated without need to any notification. The Client and Consultant will however endeavor to give notice to each other in this respect. Force Majeure is defined as acts of God, war, hostilities, whether war is declared or not, invasion, acts of foreign enemies or similar incident the consequences of which are not attributable to the Client or Consultant' s negligence.
10. Neither party may assign any of their respective rights or obligations under the Agreement to any third party without the prior written consent of the other party. However, the parties agree that the either party may transfer all of their rights and obligations under the Agreement upon written approval of the counterparty to any partnership or body corporate which succeeds to the business of the party and that such body corporate may assume all of the party' s obligations under the Agreement in their place.
11. Either the Client or the Consultant may terminate this Agreement at any time by giving the other party a three (3) months notice in that respect. In case of termination of this Agreement by the Client pursuant to the provisions hereof, Client agrees and undertakes to pay in full for all services rendered to it by

Consultant prior to the termination date in addition to any financial commitments and expenses made by the Consultant within the carrying out of its duties hereunder.

12. The originals of the Client and Consultant Agreement shall be prepared in the English language. If the Agreement is translated into any other language, the original English version of the Agreement shall govern in the event of any discrepancy between the English version of the Agreement and any such translation.
13. The Client and Consultant Agreement shall be interpreted and enforced in accordance with the laws of England. Any dispute arising out of or in connection with the present Agreement shall be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrator appointed in accordance with the said Rules. The venue shall be Paris, France, and the proceedings shall be conducted in the English language. The procedural law of the venue shall apply where the Rules are silent. The arbitral award shall be binding upon the parties and shall not be subject to any appeal in any court. It shall deal with the question of costs of arbitration and all matters related therewith.