



Terms and Conditions of Service

These Terms and Conditions of Service (“Terms” or “Agreement”) are entered into by and between Ehata for Consultancy and Training LTD. (“Ehata”), a Libyan consultancy firm duly organized and existing under the laws of Libya, and the contractor (“Client”), collectively referred to herein as the “Parties” and individually as a “Party.”

This Agreement sets forth the terms, conditions, and mutual understandings under which Ehata shall provide professional consultancy, risk assessment, intelligence, training, and related services to the Client, and under which the Client shall engage Ehata and make use of such services.

1. Scope and Nature of Services

Ehata undertakes to provide professional consultancy and related Services in accordance with recognized international best practices, Libyan legal requirements, and the Company’s internal methodologies.

1.1. Services are rendered exclusively on an advisory basis. Ehata provides assessments, forecasts, analyses, and recommendations, but does not, under any circumstance, warrant or guarantee specific political, security, financial, regulatory, or operational outcomes. Furthermore, Ehata provides all information

1.2. The Client expressly acknowledges that Deliverables represent professional judgments based on information available at the time of preparation and may be subject to subsequent change due to evolving circumstances.

1.3. Ehata reserves the right to determine, in its sole discretion, the manner, means, personnel, and methodologies by which Services are performed, except where otherwise expressly agreed in writing. Furthermore, for the avoidance of doubt, all information, data, and insights utilized by Ehata in the performance of Services are derived either (i) from publicly available open sources, or (ii) from human sources who have granted express permission for such information to be lawfully shared, subject always

to applicable laws and ethical standards. Ehata does not engage in espionage, unlawful surveillance, unauthorized system access, or any other activity that may contravene local or international law.

2. Client Obligations

The Client shall, at all times:

- 2.1. Provide complete, accurate, and timely information and materials reasonably required by Ehata for the performance of Services.
- 2.2. Secure all authorizations, licenses, and legal approvals necessary for the lawful performance of Services, particularly in connection with cybersecurity testing, investigative assignments, or assessments of sensitive infrastructure.
- 2.3. Use Deliverables strictly for legitimate internal purposes and in compliance with applicable laws, regulations, and contractual obligations.
- 2.4. Not reproduce, republish, distribute, sublicense, or otherwise make Deliverables available to third parties without the prior written consent of Ehata.
- 2.5. Indemnify and hold Ehata harmless from any loss, damage, liability, or expense arising out of (i) the Client's misrepresentation of facts, (ii) unauthorized disclosure or misuse of Deliverables, or (iii) unlawful reliance upon or misuse of the Services.

3. Fees, Invoicing, and Payment

- 3.1. Fees for Services shall be determined in accordance with Ehata's written proposals, engagement letters, or invoices, as agreed with the Client prior to commencement of Services.
- 3.2. Unless otherwise specified in writing, all invoices are payable in full within the agreed date of issuance, without deduction, set-off, or counterclaim.
- 3.3. Failure to remit timely payment shall entitle Ehata, without prejudice to other rights, to suspend or terminate Services.
- 3.4. All fees are exclusive of taxes, duties, and other governmental charges, which shall be borne solely by the Client.

4. Confidentiality and Data Protection

- 4.1. Both Parties agree to maintain strict confidentiality with respect to all Confidential Information exchanged or obtained under the engagement.

4.2. Confidential Information may not be disclosed, reproduced, or disseminated without the prior written consent of the disclosing party, except (i) where required by law, regulation, or court order, or (ii) to employees, agents, or subcontractors bound by equivalent obligations of confidentiality.

4.3. Ehata shall take commercially reasonable measures to safeguard Confidential Information against unauthorized disclosure, loss, or misuse, consistent with Libyan law and recognized international standards.

4.4. Confidentiality obligations shall survive termination or expiration of these Terms indefinitely.

5. Intellectual Property Rights

5.1. All intellectual property rights, including but not limited to copyrights, trade secrets, proprietary methodologies, know-how, and media content (including written reports, briefings, analyses, graphics, charts, audiovisual material, and publications), in or arising from Deliverables shall remain the exclusive property of Ehata, unless expressly transferred in writing. Ehata further retains the exclusive right to control the marketing, publication, and dissemination of any media created in the course of providing Services. Notwithstanding the foregoing, a client may request in writing, with reasonable justification, the right to publish or disseminate specific Deliverables or media content, which may only be granted pursuant to a separate written agreement executed between the Parties.

5.2. The Client is granted a limited, revocable, non-transferable, and non-exclusive license to use Deliverables solely for internal, legitimate purposes.

5.3. Any unauthorized reproduction, publication, or distribution of Deliverables shall constitute a material breach of these Terms and may give rise to equitable relief, damages, and/or termination of Services.

6. Limitation of Liability

6.1. Ehata shall not be liable, whether in contract, tort, negligence, or otherwise, for any indirect, incidental, consequential, or exemplary damages, including but not limited to loss of profits, loss of business opportunities, reputational harm, or operational disruption.

6.2. Ehata's total aggregate liability for any claim arising out of or in connection with Services shall not exceed the total fees paid by the Client for the specific engagement giving rise to the claim.

6.3. Ehata shall not be liable for any decision, action, or inaction taken by the Client or third parties in reliance on Deliverables.

6.4. The Client acknowledges that risks associated with political developments, market volatility, regulatory changes, or hostile cyber incidents are inherently uncertain and beyond Ehata's control.

7. Warranties and Disclaimers

7.1. Ehata warrants that Services shall be performed with due professional skill, care, and diligence in accordance with prevailing standards of the consulting industry.

7.2. Except as expressly provided herein, Ehata disclaims all warranties, express or implied, including but not limited to warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement.

7.3. Deliverables are provided "as is" and should not be construed as absolute fact, prediction, or guarantee.

8. Compliance with Law

8.1. The Client agrees that Services shall not be requested, used, or applied for any unlawful, unethical, or prohibited purposes, including but not limited to espionage, unlawful surveillance, cybercrime, financial crime, or violations of international sanctions.

8.2. Ehata shall provide Services in compliance with Libyan law, international legal obligations, and applicable standards of practice.

9. Term and Termination

9.1. Engagement shall commence upon written agreement and shall continue until completion of Services unless earlier terminated in accordance with this section.

9.2. Either party may terminate the engagement upon 6 business days' written notice.

9.3. Termination shall not relieve the Client of its obligation to pay fees for Services rendered prior to termination.

9.4. Sections concerning confidentiality, intellectual property, limitations of liability, and governing law shall survive termination indefinitely.

10. Force Majeure

10.1. Neither Party shall be held liable for any failure or delay in performance of its obligations due to Force Majeure. Where possible, the affected Party shall promptly notify the other and resume performance as

soon as reasonably practicable.

11. Governing Law and Dispute Resolution

11.1. These Terms shall be governed by, and construed in accordance with, the substantive laws of Libya.

11.2. The Parties agree that disputes shall first be submitted to good-faith negotiation. Failing settlement, disputes shall be subject to the exclusive jurisdiction of the competent courts of Tripoli, Libya.

11.3. Notwithstanding the foregoing, Ehata reserves the right to seek interim or injunctive relief in any jurisdiction where its intellectual property or Confidential Information is at risk.

12. Amendments and Entire Agreement

12.1. Ehata reserves the right to amend these Terms at any time. Amendments shall become binding upon notification to the Client or publication on Ehata's official channels.

12.2. These Terms, together with any written proposals, contracts, or engagement letters executed by the Parties, constitute the entire agreement and supersede all prior understandings, whether oral or written.

FOR Ehata:

Ehata Authorised Representative

Date

ACCEPTED BY:

Contractor/

Date