

This document defines the general terms that shall apply to all consultancy agreements, Training program enrolments, Assessments, Coaching programs and retainer contracts involving TO. These clauses are incorporated into and form an integral part of our contract.

## **Annexure B**

### **General Terms and Conditions for The Services Provided by Takatuf Oman LLC to Clients**

#### **1. Definitions:**

1.1 **AGREEMENT** shall mean collectively, (i) the agreement document signed by the parties; (ii) any exhibit, schedule, appendix, or addendum identified in the Agreement as being part of the Agreement; and (iii) any document expressly incorporated by reference into the Agreement.

1.2 "Attachment" means all Attachments to this Agreement if any.

1.3 "Notices" means any notice, demand, consent or other communication given in terms of the Agreement.

#### **1.4 Performance**

All commitments with respect to the timing and scope of a project given to the Client by TO - whether verbal or written - are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, un-foreseeable difficulty in obtaining certain information requested by the Client). For this reason, whilst TO agrees to use its best endeavours to fulfil such commitments to all Clients on the timing and the scope of consultancy and other projects we cannot guarantee performance in either respect. If any consultants are named in the Proposal then so far as reasonably practicable the Services shall be undertaken by those consultants. If a consultant is for any reason unable to fulfil that role TO will substitute another consultant of similar competence with the Client approval.

#### **2. Interpretation**

Unless the context requires otherwise the following rules apply:

2.1 singular words include the plural and vice versa;

2.2 any gender includes all genders;

2.3 the other grammatical forms of defined words or phrases have corresponding meanings;

2.4 the meaning of general words is not limited to the specific examples introduced by the words including or for example;

2.5 reference to a Clause is to the relevant clause of this Agreement;

2.6 reference to any Royal Decree includes ministerial decrees, regulations, instruments or other subordinate legislation issued under it and includes any amendments, extensions, consolidations, substitutions or re-enactments;

2.7 reference to a person, firm, company, corporation, body corporate, trust, foundation, unincorporated body, partnership, association or other entity includes all of them;

2.8 reference to a person or a Party includes their executors, administrators, successors, substitutes, including those taking by way of novation and permitted assigns; and

2.9 Clause headings are for reference only and do not affect interpretation.

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2.10 where figures are referred to in numbers and in words, if there is any conflict between the two, the words prevail; and

2.11 the Gregorian calendar is the basis for any years, quarters, months or dates expressed in this Agreement.

### **3. Relationship of The Agreed Parties**

3.1 The Parties shall discharge their obligations under this Agreement as independent contractors and the personnel of one shall not be deemed to be personnel of the other.

3.2 Neither Party shall act as the other's agent and neither Party shall have the authority, or represent that it has the authority, to bind the other Party.

3.3 Nothing in the Agreement shall be construed as creating a partnership or joint venture between the Parties and neither Party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other Party.

3.4 The Parties acknowledge that separate agreements to this Agreement may exist between them, for different subject matters to that of this Agreement.

3.5 Rights and obligations existing under such other agreements will not result in rights and obligations under this Agreement, and vice versa.

3.6 Neither Party shall be entitled to enforce its rights in such other agreements between the Parties by withholding performance under this Agreement and neither Party will be permitted to apply set off between this Agreement and such other agreements.

### **4. Force Majeure**

4.1 means an event or cause beyond the control of the Party relying on force majeure and which could not have been reasonably foreseen, avoided by the exercise of reasonable care, precautions or viable alternatives and which materially and directly impairs that Party's ability to discharge its obligations and includes:" explosion, fire, flood, lightning, earthquake, epidemic, cyclone or other catastrophic event caused by forces of nature; war, whether declared or not, blockade, act of foreign enemy, insurrection, hostilities, acts of terrorism, rebellion, or public disorder; entry of an injunction or restraining order or judgment by a court or governmental officer or body; and Any other event or circumstance beyond the reasonable control of the affected Party.

4.2 Where a Party's performance of its obligations under the Agreement has been, is being or will be prevented or delayed because of a Force Majeure Event, as defined, the affected Party shall within five (5) calendar days after the occurrence of such Force Majeure Event notify the non-affected Party, in writing, of the occurrence of such event stating its effect on the relevant affected obligations,

4.3 The affected Party must resume performance of its obligations as soon as reasonably possible and where reasonably practicable take action to mitigate the effect of its non-performance.

4.4 Where a Force Majeure Event has a continuous duration of more than three (3) months this Agreement may be terminated by either Party.

### **5. Confidentiality**

9.1 "Confidential Information" means trade, commercial, financial and management secrets and other proprietary information whether distributed in paper, electronic, verbal or any other format which the Party

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disclosing or granting access to such information (the "Discloser"), may disclose or make available to the other Party (the "Recipient") and includes, but is not limited to:

9.1.1 technologies, concepts, ideas, inventions, methods, methodologies, policies, procedures, processes, systems, techniques, designs, formulations, models, templates or work papers;

9.1.2 logic, coherence, know-how, and methods of management, operation or conducting business and strategy used or to be used;

9.1.3 technical data, product or process specifications and all other technical, mechanical and computer information;

9.1.4 financial, supply, exclusivity or other contractual arrangements between or details about the Discloser, its suppliers, sources of material, Clients and business associates;

9.1.5 any material or information subject to copyright, trademark, patent or other form of intellectual property rights; and

9.1.6 any other matter that relates to the business of the Discloser in respect of which information is not readily available in the normal course of business and which may come to the knowledge of the Recipient.

9.2 The Parties shall, at all times, ensure that in each case the Discloser's confidential information shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party including sub-contractors except with the affected Party's prior written approval.

9.3 Excluded from the ambit of this Clause is information already in the public domain or disclosure to comply with an applicable law or legally binding order of a court or governmental agency.

9.3.1 This exclusion is subject to the proviso that prior to such disclosure the disclosing Party notifies the other Party with full details of the proposed disclosure.

9.4 The Parties shall restrict access to confidential information to such of the Parties' personnel who need to know such confidential information and on terms similar to those set out in this Clause **Error! Reference source not found..**

9.5 A Recipient shall, at the Discloser's request, promptly deliver to the Discloser all confidential information in its custody, possession or under its control and of its personnel.

9.6 A breach of the confidentiality undertaking constitutes a breach of the Agreement.

9.7 Further, a Recipient shall indemnify the Discloser and keep it indemnified regarding any liabilities sustained or incurred by the Discloser as a result of any breach of the confidentiality undertaking by the Recipient and its personnel.

9.8 TO agrees to hold all information provided by the Client confidential where the Client so specifies, save where such information is known to TO already, or exists already in the public domain, until, either the information enters the public domain, or TO is given the same information by a third party, or is released from its confidentiality requirement by the CLIENT, or the Client is found in breach of contract with TO by a court of law (including non-payment of account) or three years have elapsed - whichever is the sooner.

9.9 The Client agrees to hold confidential all information about TO ' proposal(s), fee structures, fees and personnel.

9.10 The terms of this Clause shall survive the termination or expiration of this Agreement for a period of five (5) years.

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## **10. Publicity**

10.1 Neither Party may publish any photographs, make any disclosures or announcements about the Agreement and its subject matter, including the wording of such release and manner of publication, to the general public or to the media, any business entity or official body without the other Party's prior written approval.

## **11. Notices**

11.1 Notices to be furnished shall be in English, in writing, signed by the notifying Party's duly authorized representative and delivered by hand or sent by prepaid registered mail or reputable courier or by facsimile transmission or e-mail to the addressee at the address specified below; and acknowledged, in writing, on receipt, by the addressee.

11.2 Notices are deemed given, as follows:

11.2.1 when delivered for hand deliveries;

11.2.2 three (3) business days after the date of posting for local postal deliveries;

11.2.3 when the sender receives a facsimile transmission report confirming that all the pages were sent, without error, to the correct destination fax number for facsimile; and

11.2.4 on the date of receipt in other cases and if that be an Omani week-end, public holiday or after 16:30 (local time) at the commencement of the next business day.

## **12. Language Requirements**

All notices, correspondence, communications and submittals between the Parties relating to this Agreement will be in the English language.

## **13. Conflict of Interest**

TO will decline any third-party contract that would create a conflict of interest with the CLIENT 's previously agreed instructions.

## **14. Rights of Ownership**

TO warrants that all personnel, whether full-time employees or not, will provide the service on terms that protect the Clients intellectual property rights.

TO has its own body of intellectual property and continuously registering new IPs in different disciplines. These IPs include, but are not limited to, databases, analysis, reports, supplier and technology evaluations, drawings, charts, and graphs held both electronically and on paper. When a Clients contracts with TO to provide consultancy services, this does not transfer any of TO IPs to any Client under any circumstances.

Notwithstanding any payments received from the Client, all rights of ownership to all materials prepared by TO , whether written or not, shall remain the property of TO - copyright and distribution rights are reserved by TO at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between TO and the Client explicitly so provides or where the material is so endorsed by TO .

The above clause shall apply to all reports, including the final Client report, and all presentation materials. It shall also apply to any audio or videotaping of any presentations made by TO for the Client. In addition, it applies to all training materials used to support TO training session's delivery.

## **15. Time Basis for Contracts**

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15.1 Where applicable, activity time is calculated inclusive of travel time from the prior non-Client activity (such as from the consultant's home, office, or third-party premises). Travels to different locations shall be agreed between both parties and quoted separately. The unit of activity is normally the Day, except where otherwise agreed in advance.

15.2 Activity time during the agreed project time includes office time spent acting for the Client.

15.3 Where the unit of activity is by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual Client meetings and external interviews, are chargeable at the agreed hourly rate for the individual concerned unless specified otherwise.

## **16. Expenses**

16.1 TO contracts with the Client stipulate whether they are 'fixed price' (ie all expenses will be included within the pre-negotiated fee and not charged supplementary to the Client or 'fee plus expenses' - in which case expenses are levied in addition to our agreed fee.

16.2 TO employees are required to obtain receipts for expenses wherever practical. These are retained by TO and are available for inspection by the Client upon his request.

## **17. Fees**

The remuneration structure agreed between the Client and TO may be based on a number of methods. These are a 'retainer', a 'fixed fee', a 'time based rate' (e.g. day rate, also known as a per diem fee, or an hourly rate).

## **18. Cancellation- Termination Rights**

18.1 Without prejudice to the Force Majeure clause, the contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance and stipulated in the contract, the Client shall be liable for the totality of the value of the contract - including all expenses incurred to the date of cancellation - whether or not the Client wishes the work to be completed.

18.2 Where the Client cancels, Client shall pay for all stages of the contract that have been commenced. Should he choose not to have work completed on the stage underway prior to cancellation he remains liable for payment in full of this stage. In addition to pay all expenses incurred, whether or not these relate to the stages cancelled or to any prior stages. All the cancellation requests should be in writing addressed to Takatuf Oman LLC in the address mentioned in the main agreement.

18.3 The different types of cancellation clauses are as follows and applicable based on the contract's nature:

18.3.1 Assessment & Development Centres - There will be no additional costs associated with cancellations that provide greater than 48 business hours' notice. However, late cancellations (within 48 business hours of the scheduled start time of Assessment or Development Centre) or non-attendance of candidates will be charged at 80% of quoted per head fee. Where required, assessments can generally be rescheduled to the next pre-booked day or, where TO resources are available, to another non-booked day given sufficient notice.

18.3.2 Coaching Sessions; feedback and IDP sessions – Cancellations within 48 hours of agreed time will be charged at 100% of quoted fee.

18.3.3 Workshops and training sessions/Programs:

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18.3.4 Cancellation before starting the training program: cancellations within 4 weeks of agreed time will be charged at 80% of quoted fee.

18.3.5 Cancellations after starting the training program; cancellation during the training program will be also charged 100 % of the quoted fees.

18.3.6 Consulting Assignment: Where the Client cancels any consulting assignment /or activity, the Client shall pay for all stages of the contract that have been commenced. Should it choose not to have work completed on the stage underway prior to cancellation he remains liable for payment in full of this stage. The Client also agrees to pay all expenses incurred, whether or not these relate to the stages cancelled or to any prior stage.

## **19. Payment Terms and conditions;**

19.1 The CLIENT agrees to be bound by the payment terms stipulated in the contract.

19.2 If the CLIENT fails to make any final payment without giving notification of due cause, then TO will withhold delivery of any final reports and will not be responsible for any inconvenience, loss or damage so caused.

19.3 in addition to 19.2 TO shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date.

19.4 In the absence of any other agreed payment terms, all invoices shall be payable in full within 30 days of the date of the invoice or as agreed.

## **20. Stage Payments**

20.1 As stated in the agreement

## **21. Governing Law**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

## **22. Dispute Resolution**

### **22.1 Amicable Solution**

The Parties, each represented by its lead representative, shall make every effort in good faith to reach an amicable solution in respect of any differences between them. Failing an agreed amicable solution, failing to resolve the Dispute within thirty (30) days of such notice, shall entitle a Party to refer the Dispute to arbitration in accordance with Clause 23.

### **22.2 Arbitration**

Any disputes arising out of or in connection with this Agreement or the performance of the Services, including any question regarding its existence, validity or termination, or any non-contractual obligations arising out of or in connection with it, which the Parties do not resolve amicably within a period of thirty (30) days, shall be referred to and resolved by arbitration in accordance with the Oman Law of Arbitration in Civil and Commercial Disputes ("Rules"), provided that:

- a) there shall be one (1) arbitrator;
- b) the seat, or legal place, of arbitration shall be Muscat, the Sultanate of Oman;
- c) the language to be used in the arbitration shall be English; and

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- d) the arbitration decision shall be final and binding on the Parties and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the Party against whom judgment is sought.

**24. Integral part of contract**

24.1 The CLIENT, in signing the contract, accepts that all of these terms have been read, understood and agreed.

24.2 The CLIENT agrees that all of the above terms form part of the contract between TO and the CLIENT, except where explicitly excluded or modified by the contract and shall take precedence over and shall not be varied by any other means.

For and on behalf of Takatuf	For and on behalf of the Client
Name:	Name:
Position:	Position:
Signature	Signature
Date	Date
Stamp:	Stamp: