

MASTER SERVICES AGREEMENT

VERSION 1.1

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Version 1.1 (FF-MSA-v1.1). Published: 2 November 2026.

Parties

(1) **Forward Foundry Information Technology Consultants Co. L.L.C,** a Limited Liability Company, with commercial licence number 1275589, and having its registered address at Office 3, Bin Dasmal Building 3, Al Quoz, Dubai, UAE ("**Company**"); and

(2) The customer named in the Product Order Form that references and incorporates this agreement ("**Customer**").

(each a "**Party**" and together the "**Parties**").

BACKGROUND

(A) The Company is in the business of providing the Technology.

(B) The Customer wishes to obtain and the Company wishes to provide the Technology on the terms set out in this agreement.

Agreed terms

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

Affiliate: in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Applicable Laws: all applicable laws, statutes and regulation from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in the UAE, when banks are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the software licence fees for the Technology and, where applicable, the fees for any professional or managed services, as set out in the relevant Product Order Form ("POF").

Company Personal Data: any personal data that the Company processes in connection with this agreement, in the capacity of a controller.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls**, **controlled** and the expression **change of control** shall be construed accordingly.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third Party, which are provided by the Customer to the Company in connection with the Services, including the items provided pursuant to clause 5.1(b).

Customer Personal Data: any personal data which the Company processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

End User Licence Agreement (EULA) / Vendor Terms and Conditions: means the applicable terms and conditions, end user licence agreement, master cloud agreement, or other licence terms issued by the relevant Technology vendor which govern the Customer's access to and use of the Technology, as referenced in or attached to the relevant POF.

Insolvency Event: where a Party becomes insolvent or fails generally to pay its debts as they become due and payable or has a general assignment for the benefit of its creditors, or suffers any similar arrangement with its creditors or the entry of a judgment of insolvency against it or the filing of a petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws or any other similar proceedings in any relevant jurisdiction affecting that Party.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered

and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Product Order Form ("POF"): a detailed order document, agreed in accordance with clause 3, describing the technology products and/or services to be provided by the Company, the licence periods and scope, the number of units or users covered, the applicable fees, and incorporating the relevant End User Licence Agreement (EULA) of the vendor technology being resold.

Technology: the software licences, and, where applicable, any hardware and/or professional or managed services, to be supplied by the Company to the Customer under a POF, together with any related documentation, specifications or materials provided in connection with the foregoing.

VAT: value added tax or any equivalent tax chargeable in the UAE or elsewhere.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to **writing** or **written** includes email but not fax.

1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.7 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.

1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

2.1 This Agreement shall commence on the date on which the first Product Order Form that references and incorporates this Agreement has been signed by both Parties ("Effective Date") and shall continue in force until terminated in accordance with clause 14 (Termination).

2.2 The Customer may procure Technology and / or services from the Company by executing a Product Order Form ("POF") in accordance with clause 3 (Product Order Forms).

2.3 Each POF shall specify its own licence period and scope, and the Company shall provide the Technology and/or services from the date specified in the relevant POF.

2.4 This Agreement shall remain in effect for so long as any POF remains valid, unless terminated earlier in accordance with clause 14 (Termination).

3. Product Order Forms

3.1 The Customer may procure Technology and/or services from the Company by executing a Product Order Form ("POF") in the form agreed between the Parties.

3.2 Each POF shall specify:

(a) the Technology and/or services to be provided;

(b) the licence periods and scope (including, where relevant, the number of users, devices or other applicable units);

(c) the Charges payable by the Customer; and

(d) any applicable End User Licence Agreement ("EULA") for the Technology.

3.3 Each POF shall form part of and be subject to this Agreement and shall not constitute a separate agreement.

3.4 No amendment shall be made to a POF once executed except in accordance with clause 18 (Variation).

4. Company's responsibilities

4.1 The Company shall make available to the Customer the Technology and/or services identified in each POF in accordance with the terms of this Agreement and the relevant POF.

4.2 The Company shall pass through, or procure the provision of, access to the Technology in line with the applicable vendor End User Licence Agreement ("EULA") included in the POF.

4.3 Except where expressly stated in a POF, the Company does not provide implementation, configuration, or support services. Any such services will either:

(a) be procured from the vendor or its authorised service partners; or

(b) be provided by the Company only if expressly listed in the relevant POF.

4.4 The Customer acknowledges that the Company is not the developer or manufacturer of the Technology and makes no warranty as to its performance, availability, or fitness for purpose, other than passing through the benefit of any warranties provided by the vendor under the applicable EULA.

5. Customer's obligations

5.1 The Customer shall:

(a) comply at all times with the applicable vendor End User Licence Agreement ("EULA") provided with each Product Order Form ("POF");

(b) provide the Company with accurate and complete information reasonably required to process each POF, including invoicing details, licence quantities and scope of use;

(c) ensure that any purchase order it issues in connection with a POF complies with the requirements of clause 8 (Purchase Orders and Invoicing);

(d) pay all Charges in accordance with clause 7 (Charges and Payment);

(e) use the Technology only for its internal business purposes and not resell, transfer, or otherwise make the Technology available to any third party except as permitted by the applicable EULA;

(f) promptly notify the Company of any unauthorised use of the Technology or breach of the applicable EULA that it becomes aware of; and

(g) comply with all export control and economic sanctions laws and regulations of any jurisdiction that apply to the Technology or to either Party (including, without limitation, those of the United States, the European Union, the United Kingdom and the UAE), and not export, re-export or transfer the Technology to any country, entity or person in breach of those laws or the applicable EULA.

5.2 Where a POF includes professional or managed services to be provided by the Company, the Customer shall:

(a) co-operate with the Company in all reasonable matters relating to the provision of such services; and

(b) provide access to systems, materials and personnel as reasonably required by the Company in order to perform those services.

5.3 The Customer warrants that it has obtained all necessary consents, approvals and licences required to lawfully use the Technology in its business.

5.4 During the term of each POF, the Customer shall, and shall procure that each of its Affiliates shall, procure any renewal, extension, expansion or add-on of the Technology supplied under that POF solely through the Company (or any person designated in writing by the Company), unless otherwise agreed in writing.

5.5 Neither Party shall use the other Party's name, logo or trade marks in any marketing or publicity material without the other Party's prior written consent. Subject to the Customer's prior written consent (not to be unreasonably withheld or delayed), the Company may identify the Customer by name and logo as a customer of the Company in customer reference lists, proposals and presentations.

6. Non-solicitation and employment

6.1 The Customer shall not, without the prior written consent of the Company, at any time from the commencement to the expiry of 12 months after the expiry or end of this Agreement, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the services.

6.2 Any consent given by the Company in accordance with clause 6.1 shall be subject to the Customer paying to the Company a sum equivalent to 20% of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, 20% of

the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

7. Charges and payment

7.1 The charges payable by the Customer are those set out in the relevant Product Order Form ("POF"), which may include:

(a) software licence fees for the Technology; and

(b) fees for any professional or managed services where expressly stated in the POF.

7.2 Unless otherwise agreed in the POF:

(a) all software licence fees are payable annually in advance, within thirty (30) days of the invoice date;

(b) any professional or managed services fees are payable within thirty (30) days of the invoice date; and

(c) all invoices shall be issued in accordance with the details set out in the relevant POF.

7.3 If the Customer fails to make any payment when due, the Company may:

(a) charge interest on the overdue sum at a rate of 4% per annum above the base rate of the Central Bank of the UAE from time to time, accruing daily; and

(b) on giving the Customer not less than seven (7) days' written notice, suspend (or require the relevant vendor to suspend) access to the Technology and/or services until payment is received in full.

7.4 All fees payable under this Agreement:

(a) are exclusive of VAT or other applicable taxes, which shall be payable in addition upon receipt of a valid invoice; and

(b) shall be paid in full without set-off, deduction, counterclaim or withholding; and

(c) if the Customer is required by law to make any deduction or withholding for or on account of tax from any payment, the Customer shall increase the amount payable so that, after such deduction or withholding, the Company receives and retains a net amount equal to the amount it would have received had no deduction or withholding been required.

8. Purchase Orders and Invoicing

8.1 Upon execution of this Agreement and the applicable Product Order Form ("POF") by both Parties, a binding order shall be deemed to have been placed by the Customer, and the Company shall be entitled to issue its invoice immediately for the Charges set out in the POF.

8.2 Where the Customer requires a purchase order ("PO") for its internal processing, the Customer shall provide such PO to the Company at the time of signing the relevant POF. The PO must:

(a) refer exclusively to the terms of this Agreement and the applicable POF; and

(b) reflect the full contract value stated in the POF.

8.3 The Parties agree that any PO is for the Customer's administrative purposes only and shall not amend, add to or supersede the terms of this Agreement or any POF.

8.4 If the Customer fails to provide a compliant PO at the time of signature, or issues a PO containing conflicting or incomplete terms, the Company shall be entitled to invoice the Customer based on the executed POF, and such invoice shall be valid and payable in accordance with this Agreement.

9. Intellectual property rights

9.1 Vendor Technology. The Customer acknowledges that all Intellectual Property Rights in the Technology are and shall remain the property of the applicable vendor or its licensors. No ownership rights are transferred to the Customer under this Agreement or any Product Order Form ("POF").

9.2 Licence Rights. The Customer's rights to use the Technology are limited to those expressly granted under the applicable vendor End User Licence Agreement ("EULA") provided with each POF.

9.3 Forward Foundry Intellectual Property.

(a) The Customer acknowledges that all Intellectual Property Rights in the Company's proprietary materials, including but not limited to its Customer Success Programme, methodologies, engagement frameworks, training content, proposals, reports, documentation, processes, brand names, trademarks and logos, are and shall remain the property of the Company.

(b) The Company grants the Customer a non-exclusive, non-transferable, royalty-free licence

to use such materials during the term of this Agreement solely for the Customer's internal business purposes.

(c) The Customer shall not copy, modify, distribute, or use such materials for any purpose other than to benefit from the Technology and/or services supplied under this Agreement.

9.4 Customer Materials and Third Party Materials.

(a) The Customer and its licensors shall retain ownership of all Intellectual Property Rights in any materials it provides to the Company ("Customer Materials").

(b) The Customer shall notify the Company in writing if any Customer Materials incorporate or rely on third-party materials ("Third Party Materials"), and shall confirm it has obtained all necessary rights, licences or consents for the Company to use such Third Party Materials in connection with this Agreement.

(c) The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Customer Materials (including any Third Party Materials) during the term of the relevant POF solely for the purpose of performing its obligations.

9.5 Warranties and Indemnity.

(a) The Company warrants that it is authorised by the vendor to resell the Technology and to grant the rights set out in this Agreement.

(b) The Customer warrants that its receipt and use of the Technology, and any Customer Materials it provides, will not infringe the rights of any third Party.

9.6 The Customer shall indemnify the Company against all reasonable liabilities, costs, expenses, damages and losses (including reasonable legal fees) suffered or incurred by the Company arising out of or in connection with any claim brought against the Company in respect of:

(a) the Customer Materials; or

(b) any Third Party Materials provided by the Customer, for actual or alleged infringement of a third Party's Intellectual Property Rights.

For the avoidance of doubt, this indemnity does not extend to the Customer's use of the Technology itself, which shall be governed exclusively by the applicable vendor EULA.

10. Compliance with laws and policies

In performing its obligations under this agreement, both Parties shall comply with the Applicable Laws. Neither Party shall offer, give, request or accept any bribe or other improper payment or advantage in connection with this agreement.

11. Data protection

11.1 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Company in connection with the processing of Company Personal Data, provided these are in compliance with the then-current version of the Company's privacy policy available at www.forwardfoundry.io/privacypolicy ("**Privacy Policy"**).

11.2 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Company Personal Data and Customer Personal Data to the Company and lawful collection of the same by the Company for the duration and purposes of this agreement.

11.3 Where the Company processes any Customer Personal Data in connection with this agreement, it shall: (a) process it only on the Customer's documented instructions and for the purpose of performing this agreement; (b) ensure that persons authorised to process it are subject to obligations of confidentiality; (c) implement appropriate technical and organisational measures to protect it against unauthorised or unlawful processing and against accidental loss, destruction or damage; (d) notify the Customer without undue delay on becoming aware of a personal data breach affecting it; and (e) on termination of this agreement and at the Customer's written request, delete or return it, unless its retention is required by Applicable Laws. Each Party shall comply with its obligations under applicable data protection laws, including Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and, where applicable, the DIFC Data Protection Law No. 5 of 2020. Personal data processed by the vendor of the Technology is processed by that vendor under the applicable EULA, and not by the Company.

12. Confidentiality

12.1 Each Party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 12.2(a).

12.2 Each Party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Limitation of liability

13.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

(a) loss of profits, sales, business, or revenue;

(b) loss of or corruption of data, information or software;

(c) loss of business opportunity, goodwill or reputation; or

(d) indirect, special or consequential loss or damage, arising under or in connection with this Agreement or any Product Order Form ("POF").

13.3 Subject to clauses 13.1 and 13.2, the Company's total aggregate liability to the Customer for all claims arising under or in connection with this Agreement and any POF, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed: (a) where the claim relates to a specific POF, the total Charges paid and payable under that POF; or (b) in any other case, the total Charges paid and payable under all POFs, in each case during the twelve (12) month period immediately preceding the event giving rise to the claim.

13.4 The Customer acknowledges that the Technology is provided subject to the terms of the applicable vendor End User Licence Agreement ("EULA"), and that the Company shall have no liability to the Customer in respect of the performance, availability or fitness for purpose of the Technology, except as expressly set out in this Agreement.

14. Termination

14.1 Without affecting any other right or remedy available to it, either Party may terminate this agreement and/or any or all POFs with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other Party is the subject of an Insolvency Event; or

(d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 Without affecting any other right or remedy available to it, the Company may terminate this agreement and/or any or all POFs with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

15. Obligations on termination and survival

15.1 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of this Agreement which existed at or before the date of termination or expiry.

15.2 Termination or expiry of this Agreement shall not, by itself, terminate any Product Order Form ("POF") then in effect. Each such POF shall continue until the expiry of its stated term, and the Parties shall remain bound by all obligations under that POF (including, without limitation, payment obligations) unless terminated earlier in accordance with its terms.

15.3 Upon termination of this Agreement for any reason, the Customer shall immediately pay to the Company all outstanding unpaid invoices and interest and, in respect of Technology and/or services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable by the Customer in accordance with Clause 7.

15.4 If the Company terminates this agreement and/or any POF under clause 14.1 or clause 14.2, all Charges for the remainder of the then-current term of each terminated POF (including Charges not yet invoiced) shall become immediately due and payable, and the Company may invoice the Customer for them accordingly.

15.5 The Customer shall, within a reasonable time, return or permanently delete any Company materials (including Forward Foundry Intellectual Property) provided under this Agreement, except for materials the Customer is expressly licensed to retain under a valid EULA or POF.

15.6 Any provision of this Agreement that expressly or by implication is intended to survive termination or expiry shall remain in full force and effect, including but not limited to: confidentiality, intellectual property, charges and payment, limitation of liability, governing law and jurisdiction.

16. Force majeure

16.1 Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident; and

(g) interruption or failure of utility service.

16.2 Provided it has complied with clause 16.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the Party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Affected Party.

16.5 Nothing in this clause 16 shall excuse or delay any obligation of the Customer to pay Charges when due.

17. Assignment and other dealings

17.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner

with any of its rights and obligations under this agreement.

17.2 The Company may at any time assign, novate or otherwise transfer this agreement and any or all POFs, in whole or in part, to (a) any Affiliate, or (b) any person that acquires all or substantially all of the Company's business or assets, by giving written notice to the Customer. The Customer shall execute any document reasonably required to give effect to such transfer.

18. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. Waiver

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each Party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3 Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

23. Conflict

If there is any inconsistency between the provisions of this Agreement and the provisions of a Product Order Form (“POF”), the provisions of the POF shall prevail in respect of the Technology or services specified in that POF. For the avoidance of doubt, the general legal terms and conditions of this Agreement (including confidentiality, intellectual property, limitation of liability, termination, and governing law) shall continue to apply unless expressly varied in the POF.

24. No partnership or agency

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

24.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third Party rights

25.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.

25.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

26. Notices

26.1 Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by one of the following methods:

(a) by hand at the recipient's registered office (if a company) or principal place of business (if not a company);

(b) by pre-paid first-class post or recognised next Business Day delivery service, addressed to the recipient's registered office or principal place of business; or

(c) in the case of the Company, to hello@forwardfoundry.io (or such other address as the Company may notify from time to time); and

(d) in the case of the Customer, to the notices email address specified in the relevant Product Order Form ("POF") (or such other address as the Customer may notify from time to time). The Customer shall ensure that any email address provided for notice purposes is actively monitored, and any notice sent to the last email address notified by the Customer shall be deemed validly served, regardless of whether the individual recipient remains employed by the Customer.

26.2 A notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or recognised next Business Day delivery service, at 9.00 a.m. on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, provided that if transmission occurs outside Business Hours, receipt shall be deemed to occur when Business Hours next resume.

26.3 This clause does not apply to the service of any proceedings or other documents in connection with any legal action, arbitration or other method of dispute resolution.

27. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. This agreement and any POF may be signed electronically, and an electronic signature shall have the same legal effect as a handwritten signature.

28. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29. Jurisdiction

Each Party irrevocably agrees that the DIFC Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

30. Language

30.1 This MSA is drafted in the English language but may be translated into other languages.

30.2 Any notice given under or in connection with the Agreement must be in English. All other documents provided under or in connection with the Agreement must be in the English language or accompanied by a certified English translation.

30.3 The English language version of the Agreement, and any notice or other document relating to the Agreement, will prevail if there is a conflict.

This agreement takes effect on the Effective Date. It is not signed on its own: it becomes binding between the Company and the Customer when a Product Order Form that references and incorporates it has been signed by both Parties.