

# ANNEX 01 - South Pole Advisory - General Terms and Conditions of Services ("GTC")

These GTC, together with a Statement of Work (SOW) and the terms of the Email Confirmation, form a binding contract between South Pole and the Client.

## 1. TERM

The term of this Agreement will commence upon the Effective Date of this Agreement and, unless terminated earlier in accordance with Clause 16, will continue until the Expiry Date.

## 2. PROVISION AND TERMS OF SERVICES

In consideration of the mutual covenants contained herein, South Pole agrees to provide, and the Client agrees to pay for, the Services under the conditions set out in the Agreement. The SOW shall be read in conjunction with provisions of the GTC. In case of conflict between provisions of the GTC and provisions of the SOW, the SOW shall prevail.

## 3. STANDARD OF PERFORMANCE

South Pole will perform the Services: (a) with due care and skill and in a manner consistent with industry practice; (b) in compliance with applicable laws and regulations; and otherwise, (c) on the terms of this Agreement.

## 4. SOUTH POLE PERSONNEL

With reasonable notice to the Client, South Pole may change the composition of the advisory team. Any change to the composition of the advisory team shall not negatively impact the continuity of the Services or South Pole's performance of the Agreement overall.

## 5. CLIENT OBLIGATIONS

The Client agrees that: (a) it will reasonably cooperate with South Pole and will not restrict South Pole's performance of its obligations under this Agreement in any way; (b) it will use its best efforts to provide all data, documents and information required by South Pole in accordance with the timeline in the SOW (or otherwise in a timely manner) and in any format described in the SOW; (c) South Pole will have access to the Client's personnel as reasonably

requested by South Pole to perform the Services; it shall comply with all applicable laws and regulations; (d) it shall comply with South Pole's Code of Conduct; and (e) it shall cooperate in good faith with South Pole to complete all required know-your-customer (KYC) and sanctions screening procedures to South Pole's satisfaction. If the KYC process has not been completed by the Effective Date, the Client shall promptly provide all information and documentation reasonably requested by South Pole to complete KYC following the Effective Date, if required.

## 6. VARIATIONS

**6.1.** If either Party requires a variation to the Services, then this variation, including any change to the timeline, the price and any other relevant matter, shall be agreed upon in writing.

**6.2.** A variation may not be implemented without written agreement between the Parties. If the Parties cannot agree upon the conditions of a variation pursuant to Clause 6.1, including if the variation is not feasible in South Pole's sole opinion, then South Pole will continue to provide the Services as previously agreed.

**6.3.** If the Client's acts or omissions has a material impact on the Services, including acts or omissions in breach of Clause 5, then, in addition to any other rights or remedies available to South Pole, and notwithstanding Clause 6.1, South Pole is entitled to charge the Client additional fees as required to complete the Services, acting reasonably.

**6.4.** Notwithstanding any other part of this Agreement, if the Client requests a significant or material variation to the Services (i.e. such that the Services are "rescoped" in their entirety in South Pole's reasonable opinion), South Pole reserves the right to charge the Client its reasonable costs incurred in preparing (a) a proposal for that rescoping, and (b) a new SOW for execution by the Parties.

## 7. FEES

**7.1.** In consideration of the provision of the Services by South Pole, the Client shall pay the Fees. The Fees will be charged by means of an invoice sent by South Pole to the Client. Payments shall be made by the Client within 10 Business Days of the invoice date (the "Payment Due Date"), without any rights of setoff, deduction or withholding.

**7.2.** If the Fees are not paid by the Payment Due Date, then, without prejudice to South Pole's other rights or remedies in this Agreement or under law: (a) the Client shall be liable to pay interest on the overdue amount at an annual rate equal to the risk free rate applicable to the Fees currency plus 3% compounded monthly from and including the Payment Due Date to and excluding the actual date of payment; and (b) South Pole may suspend all further performance of the Services until the Fees are paid and if not paid, South Pole may exercise its termination right in Clause 16.1.

**7.3.** In the event an invoice is disputed by the Client, and reasonable evidence substantiating that dispute is adduced by the Client, both Parties shall reasonably cooperate to resolve the dispute within ten (10) Business Days. If the dispute is not resolved within this time, each Party shall escalate to their respective chief executives to finally resolve the matter. The Client agrees it shall pay South Pole's invoice regardless of any dispute within the subject of this Clause, where South Pole may later reimburse a disputed amount (or any portion thereof) to the Client if that is the outcome agreed between the Parties acting reasonably.

**7.4.** Unless the Client is otherwise informed by South Pole, the provisions of Clause 7 shall apply mutatis mutandis to an invoice for any additional fees charged pursuant to Clause 6.3 or 6.4.

**8. TAXES**

**8.1.** All amounts referred to in this Agreement are exclusive of any applicable taxes chargeable on the supply of the Services.

**8.2.** If a supply made under or in connection with this Agreement is a taxable supply such that GST, or VAT (or equivalent tax) applies, then: (a) the Client shall pay South Pole an amount equal to the total GST or VAT for the supply, in addition to and in the same manner as the consideration otherwise payable

under this Agreement for that supply; (b) and South Pole will provide the Client with a tax invoice for the supply in accordance with the laws of the applicable jurisdiction.

**8.3.** Other than VAT or GST, each Party will cause all royalties, taxes, duties and other sums (including any stamp duty, other documentary taxes, climate change levy or other environmental tax or levy) legally payable by that Party arising in its own jurisdiction in connection with this Agreement to be paid.

**8.4.** In the event that South Pole is required by law to pay any tax that is properly for the account of the Client, Client will promptly indemnify or reimburse South Pole in respect of such tax.

**8.5.** The Parties acknowledge and agree that any applicable withholding tax shall be borne by Client. In the event that Client is required by law to withhold any tax, Client will inform South Pole in advance for South Pole to add it to the invoice, so that the Fees paid to South Pole is the one defined in the Agreement.

**9. CONFIDENTIALITY**

**9.1.** Each Party receiving Confidential Information ("**Receiving Party**") of the other Party ("**Disclosing Party**") undertakes that, except with the prior written consent of the Disclosing Party, it shall: (a) use the Confidential Information of the Disclosing Party only for the purposes of exercising rights or performing obligations in connection with this Agreement; (b) disclose the Confidential Information only to persons that have a need to know such information in the course of their duties, including the Receiving Party's, or its Affiliates', directors, employees, contractors or professional advisors; (c) prevent disclosure of the Confidential Information to any other third party; and (d) treat and maintain in full confidence all Confidential Information in accordance with all applicable laws and regulations.

**9.2.** The obligations of confidentiality in Clause 9.1 do not apply where such information: (a) was previously known to the Receiving Party; (b) was in the public domain or becomes generally available to the public through no fault of the Receiving Party; (c) was rightfully in the Receiving Party's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to the Receiving

Party; (d) is required to be disclosed by applicable law or a court or government agency, as long as the Receiving Party discloses the minimum amount of information required, and, before disclosing, gives a reasonable amount of notice to the Disclosing Party and takes all reasonable steps to maintain such Confidential Information in confidence.

**9.3.** Upon termination or expiry of this Agreement and if requested by the Disclosing Party, the Receiving Party agrees to return to the Disclosing Party or destroy the Confidential Information that is in the possession of the Receiving Party. Notwithstanding the foregoing, each Party shall be permitted to retain copies of the other Party’s Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and neither Party will be required to search archived electronic back-up files of its computer systems for the other Party’s Confidential Information in order to purge the other Party’s Confidential Information from its archived files; provided further, that any Confidential Information so retained will: (a) remain subject to the confidentiality obligations and restrictions contained in this Agreement; (b) will be maintained in accordance with the Receiving Party’s document retention policies and procedures; (c) not be used for any other purpose except as specifically permitted herein; and (d) may be used by the Receiving Party in the context of further agreements between the Parties where the Receiving Party is contracted to perform similar services to those under this Agreement, provided that such use is consistent with the confidentiality obligations of this Agreement.

**9.4.** The Client agrees that South Pole may use or disclose the Client’s Confidential Information (or other information provided by the Client under this Agreement) so that it may: (a) develop and improve South Pole’s tools, technologies, services and deliverables; or (b) generate data analysis and insights (including statistics, trends and industry benchmarking), provided that South Pole must first anonymise the information prior to such use or disclosure, or otherwise obtain the Client’s prior written consent in the event the Client is identifiable by third parties.

**9.5.** The Receiving Party acknowledges that

damages alone will not be an adequate remedy for the breach of its obligations under this Clause and that the appropriate remedies for such a breach or threatened breach shall include, at the election of the Disclosing Party, orders for specific performance and injunctive relief, in addition to all other remedies available at law or in equity.

**9.6.** The obligations of confidentiality under this Clause shall apply during the term of this Agreement and shall survive notwithstanding the termination of this Agreement for any reason whatsoever and continue in force indefinitely.

**10. INTELLECTUAL PROPERTY**

**10.1.** All Background Intellectual Property rights of a Party shall remain vested in that Party (or its licensor, where applicable). Other than as provided in this Clause 10, nothing contained in this Agreement shall be construed as transferring any right, title or interest in either Party’s Background Intellectual Property.

**10.2.** Unless otherwise specified in the SOW, and subject to Clause 10.4, the Intellectual Property rights in any Deliverables created under this Agreement shall be the sole and exclusive property of the Client, and South Pole hereby assigns to the Client all right, title and interest in that material on payment of all the Fees under this Agreement by the Client, where the Parties agree that: (a) until payment is received in full, South Pole shall retain ownership of the Intellectual Property (notwithstanding any prior delivery of the relevant material); (b) if material is delivered prior to payment, the Client shall be granted a worldwide, non-transferable, non-exclusive, royalty free, fully paid up, licence to use that material for the purposes of, and in accordance with, the Agreement, for the period until the Fees are paid in full; and (c) in the event payment is not received, and South Pole exercises its rights under Clause 16.1 as a consequence, then the licence described in Clause 10.2(a) will terminate automatically on termination of the Agreement and the Client shall forthwith return all materials provided by South Pole and delete, destroy or expunge all copies thereof in whatever format.

**10.3.** The Client hereby grants to South Pole a

worldwide, non-exclusive, royalty free, fully paid up, perpetual, irrevocable licence to use, adapt or modify the Client’s Background Intellectual Property and the Deliverables insofar as: (a) it is required for South Pole to perform the Services under this Agreement or exercise its rights under clause 11; and/or (b) that property may subsist in the information described in Clauses 9.3, 9.4 or 11.1.

**10.4.** Upon the transfer of ownership of Intellectual Property pursuant to Clause 10.2, and to the extent that any of South Pole’s Background Intellectual Property is incorporated or contained in a Deliverable under this Agreement, South Pole hereby grants to Client a worldwide, non-transferable, non-exclusive, royalty free, fully paid up, perpetual, irrevocable licence to use South Pole’s Background Intellectual Property within the Deliverables solely for the purposes of, and in accordance with, the Agreement.

**11. MARKETING DISCLOSURE**

**11.1.** South Pole may disclose the existence of this Agreement and South Pole’s role as the Client’s services provider (hereafter a “**Marketing Disclosure**”), and use the Client’s registered and unregistered marks, logos, commercial and legal names (hereafter “**Marketing Information**”) to this effect, subject to the following: (a) within case studies and credentials included in confidential commercial proposals to third parties: subject to no prior approval from the Client; or (b) in South Pole’s marketing materials, website materials and any other information pamphlet or promotional document on any medium or format: subject to the Client’s prior written approval, such approval shall not be unreasonably withheld or delayed.

**11.2.** Other than in relation to commercial proposals within the subject of Clause 11.1(a) previously submitted by South Pole, any permission granted by the Client hereunder may be revoked with reasonable written notice to South Pole.

**11.3.** Any Marketing Disclosure will be limited to statements of fact, be consistent with applicable laws and regulations, and Marketing Disclosures that may result in creating an impression of an affiliation or representation between the Parties are not authorised.

**12. DATA PROTECTION**

**12.1.** Each Party acknowledges and agrees that, other than individuals’ names and the contact information of a Party’s Data Subjects that may become known to the other Party in its performance of this Agreement, no other Personal Data shall be shared by either Party under this Agreement, including, without limitation, within the information provided by the Client to South Pole pursuant to Clause 5(b).

**12.2.** Subject to Clause 12.1, each Party shall act solely as a Controller of its own Personal Data and shall not be deemed a Processor of the Personal Data processed by the other Party. Each Party shall be responsible for ensuring compliance with the Data Protection Legislation concerning its own Personal Data.

**12.3.** In the event that one Party is required to process Personal Data on behalf of the other Party, a separate Data Processing Agreement (DPA) shall be executed to delineate the terms and conditions governing such processing, including obligations under the Data Protection Legislation and security measures.

**12.4.** The Parties mutually undertake to comply with the Data Protection Legislation insofar as it applies to the Services, this Agreement and any applicable information disclosed or received under it.

**13. DISCLAIMER AND LIMITATION OF LIABILITY**

**13.1.** South Pole’s total liability under or in connection with this Agreement, however arising, shall be limited to the total amount paid under this Agreement. This limit shall not apply to any liability which cannot legally be limited, including liability for death or personal injury or fraud.

**13.2.** Neither Party shall be liable for any loss of income, loss of profits, loss of business, loss of anticipated savings, loss or damage to goodwill or for any indirect or consequential loss.

**13.3.** South Pole’s Services are provided on an “as is” basis, therefore, to the fullest extent permitted under law, South Pole disclaims: (a) all warranties, whether express, implied or statutory, including any and all warranties of merchantability, fitness for a particular purpose, accuracy of results, or otherwise

arising from a course of dealing or reliance; and (b) any implied or express warranties, and any liability, with respect to any communication guidance given and the Client’s reliance on such guidance in making, or refraining from making, any claim or decision.

**13.4.** The Parties agree that the Services provided and any Deliverables produced do not, and are not intended to, constitute legal, financial or tax advice, and the Client agrees that it shall not be treated as a substitute for specific legal advice from an attorney licensed to practice law in the Client’s applicable jurisdiction, and it shall not be relied upon as proof of present or future compliance with any laws, codes or regulations.

**13.5.** Unless specified otherwise in the SOW, no part of South Pole’s Services or Deliverables may be used in any regulatory filings or as part of the Client’s reporting to any Climate Standard or other regulatory authority.

**14. NON-SOLICITATION**

**14.1.** During the term of this Agreement and for twelve (12) months after its termination or expiry, the Client agrees not to, without the prior written consent of South Pole, directly or indirectly, on its own account or on the account of any other person, personally or through any Affiliate: (a) solicit, induce, or in any manner attempt to solicit or induce, any director, officer or employee of South Pole or of any of its Affiliates to leave his or her employment with South Pole or of any of its Affiliates; or (b) hire, engage, employ or make an offer to hire, engage or employ, as an employee, consultant, advisor, representative, agent, independent seller, partner or for any other service, any of the employees of South Pole or of any of its Affiliates.

**14.2.** The non-solicitation provisions in Clause 14.1 shall not apply to any hire, employment or engagement arising in response to a genuine job advertisement in the public domain.

**14.3.** In case of a breach of any of the non-solicitation provisions set out in Clause 14.1, South Pole shall be entitled to seek judicial enforcement and/or indemnification of each breach of the said provisions.

**15. FORCE MAJEURE**

**15.1.** Should either Party be impeded wholly or in part from fulfilling any of its obligations under the Agreement for reasons of Force Majeure, such obligation shall be suspended to the extent and for as long as such obligation is affected by Force Majeure and the impeded Party shall be entitled to such extension of time as may be reasonably necessary.

**15.2.** The impeded party shall notify the other Party of the existence and date of beginning of an event of Force Majeure that is likely to impede its performance under the Agreement within five (5) Business Days after having obtained knowledge of any such event.

**15.3.** The Parties shall consult with each other with a view of determining any further appropriate action if a condition of Force Majeure is to continue after twenty (20) Business Days from the date of giving notice thereof. Neither Party shall be liable for damages on account of a Force Majeure.

**15.4.** The non-impeded Party shall be entitled to terminate such part of the Agreement that remains unfulfilled, if the Force Majeure continues for more than three (3) months from the date of giving notice thereof.

**16. TERMINATION**

Either Party shall have the right to terminate this Agreement and any SOW immediately by written notice to the other if the other Party: (a) commits any material breach of any of its obligations under this Agreement and fails to remedy such breach within fourteen (14) Business Days after written notice has been given by the Party requiring such remedy; (b) experiences an Insolvency Event; (c) becomes prohibited by law or any order from any regulatory body or government authority from performing this Agreement; or (d) breaches any applicable laws, including, without limitation, anti-corruption and anti-bribery laws and regulations or the laws referred to in Clause 12.4.

**17. NOTICES**

**17.1.** Any notices and other correspondence under this Agreement shall be in writing and shall be deemed to have been received by a party: (a) if delivered by hand or courier, on the day of delivery; or (b) if posted, on the 5th Business Day after being

mailed; or (c) by email, the day of receipt if before 17:00 hours on a Business Day; or the next Business Day if after 17:00 hours, in each case as per the recipient's time.

**17.2.** All such notices and other communications shall be addressed to the individuals described in the SOW.

**17.3.** Any claim form, application notice, pleadings, judgment, order or other notice of legal process relating to this Agreement shall be served: (a) in the case of the Client, at its physical address as specified in the SOW; and (b) in the case of South Pole, at Business Cube - 43 Worship Street, Floors 4th, London WC1X 8QB, for the attention of the Group General Counsel.

**17.4.** A Party may amend its physical or email address specified above on five (5) Business Days' written notice to the other Party.

**18. GOVERNING LAW AND DISPUTE RESOLUTION**

**18.1.** This Agreement shall be governed and construed in all respects in accordance with the laws nominated in the SOW and each Party irrevocably submits to the courts of that jurisdiction.

**18.2.** In the event of any dispute or difference arising out of or in connection with or in relation to this Agreement, including any question regarding its existence, validity or interpretation of this Agreement or any of its provisions, both Parties shall endeavour to first settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.

**18.3.** If the Parties do not resolve their dispute within sixty (60) days, then the dispute shall be settled by final and binding arbitration in the venue agreed by the Parties in, and pursuant to the rules agreed under, the SOW.

**19. MEDIA CORRESPONDENCE**

Notwithstanding anything to the contrary contained in this Agreement, the Client shall refrain from publishing or providing comment to the media or in respect of any media queries of any nature whatsoever relating to this Agreement, the Services or South Pole ("**Media Statement**"), without the prior

written consent of South Pole. If South Pole consents to the publication of a Media Statement, the Parties will collaborate in the preparation of such Media Statement, and South Pole shall be entitled to: (a) amend the Client's proposed statement; (b) propose its own statement for use; or (c) request that the media contact in question be directed to South Pole for further liaison.

**20. GENERAL**

**20.1. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement is intended to create an employer/employee, principal/agent, partnership, joint venture, or any other type of arrangement or enterprise between South Pole and the Client, other than that of an independent contractor providing Services to the Client.

**20.2. AMENDMENTS**

This Agreement may only be amended with the written consent of the Parties hereto.

**20.3. ASSIGNMENT**

Neither Party shall assign its rights, interests, or benefits, or transfer or novate its obligations or liability under this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the aforesaid, South Pole may assign, transfer or subcontract this Agreement, or the benefits or obligations thereof or any part thereof, to an Affiliate of South Pole without the prior written consent of the Client.

**20.4. SEVERABILITY**

If any term, provision, stated alternative, clause or paragraph of this Agreement shall be void, invalid, illegal or unenforceable for any reason whatsoever, such term, provision, stated alternative, clause or paragraph shall be severable and shall not affect the enforceability or otherwise of any other term, provision, stated alternative, clause or paragraph of this Agreement.

**20.5. SURVIVAL**

The provisions of this Agreement relating to payment, intellectual property, confidentiality, limitation of liability, governing law and dispute resolution shall survive notwithstanding the termination or expiry of this Agreement for any reason whatsoever and continue in force indefinitely.

**20.6. ENTIRE AGREEMENT**

This Agreement embodies the whole and only agreement of the Parties in relation to its subject matter, and no prior or contemporaneous oral or written agreement or understanding shall be deemed to constitute a part of this Agreement, unless expressly referred to herein, or attached hereto, or specifically incorporated by reference herein. The Annexes to this Agreement constitute integral parts of this Agreement and shall therefore be deemed part of this Agreement.

**20.7. COSTS**

Each Party bears its own costs in relation to the preparation, negotiation, signing and performance of this document.

**20.8. FURTHER ASSURANCES**

Each Party must do all things reasonably necessary to give effect to this Agreement.

**20.9. ELECTRONIC AGREEMENT**

The Parties agree that this agreement was entered wholly through electronic means and, for the avoidance of any doubt, that such electronic exchange comprises a valid and binding agreement.

**21. DEFINITIONS**

In these GTC all capitalised terms shall have the meaning set forth below:

**Affiliate.** Means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control of a Party. For purposes of the foregoing, "control" shall mean fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

**Agreement.** Refers to the binding agreement between the Client and South Pole, comprised of these GTC, the Statement of Work and the Email Confirmation.

**Background Intellectual Property.** Means Intellectual Property of a Party that is independently created by that Party (or is licensed to that Party) and which is either in existence prior to the Effective Date or comes into existence other than in connection with this Agreement.

**Business Day.** Means a day on which banks are open for general business in the jurisdiction in which South Pole is incorporated.

**Client.** Means the legal entity that enters into this Agreement with South Pole.

**Climate Standard.** Means a standard (within the Client's jurisdiction or globally) which permits or requires the Client to report climate-related information on a voluntary or mandatory basis, and includes the Australian Sustainability Reporting Standard, Climate Disclosure Standard Board, the Global Reporting Initiative, Corporate Sustainability Reporting Directive, rules implemented by the Securities and Exchange Commission and the Carbon Border Adjustment Mechanism, among others.

**Code of Conduct.** Means the South Pole Third-Party Code of Conduct available at the following URL (and as amended from time to time): <https://www.southpole.com/third-party-code-of-conduct>

**Confidential Information.** means any and all proprietary information (whether or not marked confidential) in any form (whether or not patentable), provided or disclosed (whether or not purposefully), or otherwise discovered by a Party through use of the other Party's proprietary information, including, without limitation, business and process information, trade and business secrets, financial information, marketing and sales information, client and customer information, valuation information, technical information and know-how, computer files, computer printouts, computer programs (in any form), drawings, specifications, formulas, sketches, design details, ideas, evaluations, findings, methods, processes, descriptions, specifications, works of authorship, inventions, research and scientific information or data, unpublished patent applications, and any other information, materials, or data that are of a proprietary nature.

**Controller.** Has the meaning in the Data Protection Legislation, where applicable.

**Data Protection Legislation.** Means either the *General Data Protection Regulation* (EU) 2016/679, the *Data Protection Act 2018* (UK) or the *Privacy Act 1988* (Cth), whichever applies, or if none apply, any other data protection legislation applicable in the relevant location.

**Data Subject.** Has the meaning in the Data Protection Legislation, where applicable.

**Deliverables.** Means the material developed by South Pole in the performance of this Agreement as

described in the SOW.

**Effective Date.** Means the date of the Client’s email acceptance in the Email Confirmation.

**Email Confirmation.** Means the electronic mail exchange between the Client and South Pole in terms of which: (i) South Pole offered the Services to the Client, subject to the terms of the GTC; and (ii) the Client accepted the aforesaid offer unconditionally.

**Expiry Date.** Means the expiry date in the SOW.

**Fees.** Means the fees payable for the Services described in the amounts described in the SOW.

**Force Majeure.** Means any circumstance or condition beyond the reasonable control of either Party that impedes performance of the obligations herein, including, without limitation, strikes, lockouts, riot, invasion, war, civil commotion, malicious damage or any overriding emergency procedures, accident, fire, explosion, terrorism, sabotage, flood and storm, earthquake, subsidence, other natural disaster, or the introduction of national or international regulations making it impossible for a Party to perform this Agreement.

**Insolvency Event.** Means any of the following events: (i) a controller is appointed over a Party (or any of a Party’s property); (ii) a Party enters into liquidation, administration, or otherwise becomes an insolvent under administration within the meaning of the applicable laws; (iv) a Party commits an act of bankruptcy; (v) a Party is unable to pay its debts when they become due and payable; or (vi) a Party ceases to carry on business.

**Intellectual Property.** Means all industrial and intellectual property rights throughout the world, and includes any copyright, moral right, patent, registered or unregistered trademark, registered or unregistered design, trade secret, knowhow, trade or business or company name, indication or source or appellation of origin or other proprietary right, or the right of registration of such rights.

**Party or Parties.** Means South Pole or the Client or both as the context requires.

**Personal Data or Personally Identifiable Information.** Has the meaning in the Data Protection Legislation, as applicable.

**Processor.** Has the meaning in the Data Protection Legislation, where applicable.

**Services.** Means the services to be delivered by

South Pole as described in the SOW.

**South Pole.** Means the South Pole legal entity that entered this Agreement with the Client.

**Statement of Work (SOW).** Means the document describing the Services, Deliverables, timelines, fees, assumptions and other related particulars, and which was an attachment to the Email Confirmation, along with these GTCs.

**22. INTERPRETATION**

**22.1.** Unless otherwise specified, references to clauses are to clauses of the Agreement, references to legal provisions are references to such provisions as in effect from time to time use of a gender includes any gender and use of the plural includes the singular and vice versa where the context requires.

**22.2.** Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day.

**22.3.** Any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be.

**22.4.** Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions.

**22.5.** The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

**22.6.** Any reference in this Agreement to a Party shall include a reference to that Party’s assigns expressly permitted under this Agreement. Any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended,

varied, novated or supplemented.

**22.7.** The words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s and “including” shall mean “including, without limitation”.

**22.8.** Any rule of contractual interpretation requiring that this Agreement be interpreted against the Party primarily responsible for its drafting, shall not apply.