



ALFRED H KNIGHT

2025

METALS & MINERALS



25-2296 Quote Revision

Proposal for: Trinity Metals

Proposal Number: 250820.2.00 JR

Author: Jon Rumbles

Approved by: James Gaydon

21/08/25

www.ahkgroup.com

INSPECT | TEST | TRUST



ALFRED H KNIGHT

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CONTENTS

INTRODUCTION	3
COMPANY PROFILE	4
Experts You Can Trust	4
Markets.....	4
Locations.....	4
Our Vision	5
Our Values	5
Mineral Processing.....	6
SCOPE OF WORK	8
Sample Requirements.....	8
Sample Receipt.....	8
Sample Storage.....	8
Sample Preparation.....	8
Assays.....	8
Flotation.....	9
Deliverables.....	9
Schedule	10
PRICING	11
Cost Schedule 250820.2.00 JR	11
aCommercial Terms	11
APPENDIX I - APPROVAL AND ACCEPTANCE FORM.....	12
APPENDIX II - SAMPLE SHIPPING INSTRUCTIONS.....	13
APPENDIX III – SAMPLE CHECKLIST	14
APPENDIX IV - TERMS AND CONDITIONS.....	16



INTRODUCTION

Shane Ryan from Trinity Metals originally contracted GSL for further optimisation testing concentrating on the spodumene flotation for the Ntungwa deposit in Rwanda. The project was allocated the associated job number 25-2296 before being put on hold by the client. Subsequently GSL changed name to Alfred H. Knight Mineral Processing UK Ltd (AHK MP-UK) requiring an update to the proposal. Further to this, a change in the assay turnaround time was requested resulting in a reduction to the overall testing programme.

All other aspects of the proposed testing programme align with previously agreed scope.

The revised requested testwork cost amounts to **£17,67.00** with a turnaround time of **13 working weeks** with no further sample mass requirement.



COMPANY PROFILE

WE ENABLE TRADE BY PROVIDING TRUST AND CERTAINTY THROUGHOUT THE GLOBAL SUPPLY CHAIN.

Alfred H Knight is the leading provider of independent inspection, analysis and consultancy services to the metals, minerals, solid fuels and agricultural sectors.

As a totally independent family-owned business spanning five generations, our global network of strategically placed offices and laboratories enables global trade by delivering swift, accurate and reliable results to clients at crucial points in logistic chains.

Experts You Can Trust

With over 140 years' worth of experience in inspection, analysis and technical consultancy, Alfred H Knight has carefully honed and crafted a reputation that sees us trusted by major clients around the world. We innovate and advance through research and development, which has allowed us to expand our services to support a circular economy. With this, we are able to help clients find and extract further value in their end-of-life materials.

Markets

Our diverse body of experts can provide tailored inspection, analysis and technical consultancy services to the following markets: Metals and Minerals

- Solid Fuels
- Waste and Recycling
- Agriculture

Locations

Alfred H Knight is a global organisation, with operations located in each continent and at strategic locations around the world. This means that no matter your location, you can get a swift and personal response regarding your reports.



Inspect

Operating in over 45 countries

Test

Network of strategically positioned offices, laboratories and sample preparations facilities

Trust

Global Expertise



Alfred H Knight Global Locations

Our Vision

To be the trusted partner, always looking to the future, anticipating customer needs and being the best in all that we do. We will achieve this by:

- Continual reinvestment in our people structure, facilities and technology.
- Developing an agile, strategic global first approach.
- Demonstrating leadership that instils the passion and integrity we have to the next generation.
- Continuing to maintain the personal relationships with our customers that sets us apart from the competition.
- Providing added value to our service delivery by anticipating customer needs and always being one-step ahead.

Our Values

Our values are the qualities that govern the culture, attitude and behaviours that support the vision of AHK MP-UK. Values should be adopted and demonstrated by all stakeholders on our day-to-day work and considered in individual and organisational ambitions.



WE ARE



1
Ex
Expertise

We advance through education and innovation

Our people are experts in their field so it is vital we maintain our specialist status through training and commercial exposure. We innovate and advance through R&D, investing in our people and technology to ensure we maximise quality and efficiency. We value what we have at AHK. So when we grow and develop, we want you to, too.

2
A
Ambition

The desire to succeed

At the heart of AHK lies an entrepreneurial spirit. Powered by determination and desire, we facilitate growth into new markets and geographic locations around the globe. Our success comes from having an unshakeable passion for AHK, our clients and their needs.

3
C
Collaboration

We are one global team

Continuous success and growth comes from our commitment to a collaborative global vision. Anticipating the needs of clients and colleagues, our consistent investment in personnel, equipment and technology around the globe means we are united in delivering a superior service.

4
T
Trust

We care about how we operate

As an independent, family owned business, we care about what we do and how we do it. We are a people centric organisation, our people (colleagues and clients alike) are truly valued. Clients trust us with their valuable assets, because we look after ours.

Mineral Processing

Mineral processing is fundamental to mining and commodity production. At Alfred H Knight, we apply our mineralogical and metallurgical expertise to provide end-to-end support, from exploration and feasibility studies to plant design, ore processing, and trade.

Our services help clients optimise plant performance, refine extraction processes, and enhance operational efficiency through our specialist centres in Chile and the UK.



Capabilities

- Flowsheet development
- Process optimisation
- Geometallurgy
- Plant and process audits
- Consultancy
- Bench Testwork
- Pilot Scale Testing
- Bulk Sample Preparation

Sectors

- Mining
- Aggregates
- Recycling
- Energy
- Environmental
- Oil Field

Commodities

- Base metals
- Precious metals
- Battery metals
- Industrial minerals
- Coal
- Recyclable materials

Testing services

- Process mineralogy
- Comminution
- Fine & ultrafine grinding
- Grinding media assessment
- Classification
- Flotation
- Gravity separation
- Hydrometallurgy
- Solid-liquid separation
- Magnetic separation
- Calcination

Analytical Services

- Chemical analysis
- XRF analysis
- Microscopy
- Particle size analysis
- Solids density
- Viscosity
- Loss- on-ignition



SCOPE OF WORK

Sample Requirements

No further sample mass is required for the testing as sufficient material is available from the 25-2264 testing programme to complete the additional flotation tests. Sample disposal costs and disposal terms were included in the previous test contract.

Sample Receipt

The client will be notified of the receipt of sample and any damage or losses that may have occurred during transport. The sample will be photographed, weighed and logged into the sample tracker.

The list of logged samples will be shared with the client to ensure that the correct samples and notations have been recorded. Any errors in this process will be corrected prior to commencement of testing.

Sample Storage

Samples will be stored at AHK MP-UK for a total of 3 months following completion of the project. At the end of this period samples will be disposed of unless otherwise agreed.

Sample Preparation

A representative feed composite will be generated using residual ore sorter and screened products. The samples will be reconstituted and homogenised based on reported mass splits into 1kg charges using a rotary splitter for testing. Previously generated grind curves will be utilised for size reduction and milled products will be deslimed via decantation targeting a 10µm cut.

Any additional sample preparation beyond that outlined in this proposal may incur further costs, this will be discussed with the Client at the time of sample receipt.

Assays

2 assay suites will be used throughout the testing:

1. Li only – fusion followed by digestion and ICP (standard 10-day turnaround) - ALS
2. Confirmation Assays – fusion followed by XRF for SiO₂ and Fe and fusion followed by ICP for Li (standard 10-day turnaround) - ALS



Flotation

All flotation tests will be undertaken on deslimed material with a targeted cut point of 10µm. Deslime mass loss and equivalent deportment will be included in all mass balances reported. Flotation testing undertaken in a Denver D12 with pulp chemistry monitoring throughout with regards to pH, mV, DO and temperature.

As already discussed with the client the following matrix of tests will be carried out:

Stage	Deliverables
Rougher rate kinetic testing	<ul style="list-style-type: none">• 18x rougher flotation tests• Material deslimed prior to flotation at 10µm with decantation• 5x Mesh of grind (MOG) tests at different grind sizes, 250µm, 180µm, 125µm, 106µm, 75µm• 7x Dosage rate and promoter tests at optimal grind size• 6x Mica pre-float tests at optimal dosage and grind size• 5 concentrates from each test with full assay suite• 1 deslime component from each with full assay suite• 1 tailings product from each test with full assay suite• Quick turnaround Li assays on all products
Open circuit testing	<ul style="list-style-type: none">• Optimal rougher conditions• 3 stages of cleaning• 3x cleaner concentrates• 3x cleaner tailings• 1x rougher tailings• All product with full ALS assay suite for confirmation (on standard turnaround time)

Deliverables

- Liberation, dosage, reagent and Mica pre float testing
- Confirmation OCT with ALS assay

Upon completion of the services, AHK MP-UK shall provide a report on the work performed in English in .pdf or .docx format. Numeric data from the testwork will be provided in .xlsx format in English.



Schedule

Work will commence after receipt of:

- Appendix I - Approval and Acceptance Form
- Appendix III – Sample Checklist
- Purchase Order
- Upfront payment
- Sample

The anticipated start date for the project will be confirmed with the client based upon the workload in the laboratory at the time of receipt of the above items.

The proposed scope of work will take approximately 13 working weeks to complete from the time it commences.

Project Stage	Weeks												
	1	2	3	4	5	6	7	8	9	10	11	12	13
MOG Flotation testing	█	█	█										
Collector/Promoter Dosages				█	█	█							
Mica Flotation Evaluation							█	█	█				
Confirmation OCT										█	█	█	█
Project Mangement and Reporting													█



PRICING

Cost Schedule 250820.2.00 JR

Line Item	Description	Unit Price	Qty	Total
Ntunga Pegmatite Process Amenability Testing				
1	MOG Flotation testing - 5x grind sizes - Li assays on products	£ 4,665.00	1	£ 4,665.00
2	Collector/Promoter Dosages - 7x roughers - Li assays on products	£ 5,614.00	1	£ 5,614.00
3	Mica Flotation Evaluation - Optimal size and dosages with mica pre-float - Li assays on products	£ 2,937.00	1	£ 2,937.00
4	Confirmation OCT - OCT with finalised configuration - Full assay suite on products	£ 1,608.00	1	£ 1,608.00
5	Project Management and Reporting <i>50% advance payment required prior to project commencement</i>	£ 2,852.00	1	£ 2,852.00
Values in GBP VAT will be charged at 20% when applicable		Total excl. VAT		£ 17,676.00

aCommercial Terms

- Proposals are valid for 30 days from date of issue
- Invoices will be raised in GBP Sterling unless otherwise agreed in advance
- 50% upfront payment is required prior to project commencement with the remaining balance due prior to issuing the test report unless otherwise stated
- Payment terms are strictly 30 days from date of invoice
- When applicable VAT will be charged at the UK's current rate at date of invoice
- Travel costs and expenses will be charged at cost +10%



APPENDIX I - APPROVAL AND ACCEPTANCE FORM

PROPOSAL FOR: 25-2296 QUOTE REVISION

PREPARED FOR: SHANE RYAN

CLIENT: TRINITY METALS

PROPOSAL NO: 250820.2.00 JR

DATE: 21/08/25

To accept this Proposal please return this “Approval & Acceptance” via e-mail.

We, the client, wish to engage Alfred H. Knight Mineral Processing UK Ltd for the performance of the services further described in this Proposal and Alfred H. Knight Mineral Processing UK Ltd wishes to accept such appointment.

We, the client, agree to abide by the terms of this Proposal.

The persons signing below on behalf of the client and Alfred H. Knight Mineral Processing Ltd are duly authorised to do so.

	For and on behalf of Trinity Metals	For and on behalf of Alfred H. Knight Mineral Processing UK Ltd
Name		
Position		
Date		
Signature		
Client Invoicing Details		
Company Name		
VAT No (where applicable)		
Company Registration No		
Address		
Contact Name		
Email		
Phone		



APPENDIX II - SAMPLE SHIPPING INSTRUCTIONS

Samples should be addressed to:

14 Tresillian Business Park
Truro
Cornwall
TR2 4HF
UK

Attention: Jon Rumbles
Phone: +44 (0) 1872 223331

Delivery times are 8.00 – 16.00 Monday to Friday, except UK Bank Holidays.

After hours delivery is possible by special arrangement.

Container deliveries can only be accepted by prior arrangement and could incur additional costs.

The client is responsible for all associated freight, duty and insurance costs and providing the necessary documentation. AHK MP-UK is not responsible for any additional charges relating to the clearance and delivery of samples, any additional charges will be invoiced to the client at cost plus 10%.

For Health & Safety purposes, AHK MP-UK will not be able to take delivery of samples without receipt of a completed Material Hazard Assessment, Section 2 of Appendix III.

AHK MP-UK must be informed of the sample shipment details and receive the completed sample checklist, Appendix III, along with the commercial invoice prior to shipment receipt.

All documents must be in English.

Samples should be clearly marked on the outside of the package with the delivery address above and include hard copies of the sample checklist, Appendix III, and commercial invoice.

The commercial invoice must include the following:

- Delivery address
- Description and weight of material
- A nominal value for customs purposes
- A statement that the package is 'Mineral samples of no commercial value for testing purposes'



APPENDIX III – SAMPLE CHECKLIST

Please forward the following Sections 1-3 completed and signed to AHK MP-UK to the email address under sample requirements prior to goods being dispatched. A hard copy should also accompany the goods with the commercial invoice.

Section 1 – Shipping Information

Company Name	
EORI No	
Address	
Contact Name	
Contact Email	
Contact Phone Number	
Ore Body / Mine Details	
Country of origin	
Send to:	Client Return Address:
14 Tresillian Business Park	
Truro	
Cornwall	
TR2 4HF, UK	
Ph: +44 1872 223331	
EORI No:	GB163999606000
Shipping Company	
Description of Goods	
Total Mass Shipped	
Tariff Code	
UK Tariff Website	https://www.trade-tariff.service.gov.uk/find_commodity
Commercial Value	GBP
Material Hazard Assessment Form must be completed (next page)	



Section 2 – Material Hazard Assessment

Sample Description									
Elements of interest									
Material to be tested									
Sample (<i>circle</i>)		Feed	Concentrate	Middling	Tailings	Other			
Form (<i>circle</i>)		Solids	Slurry	Bulk/Pulp Density (kg/m ³)					
Specific Hazards									
Risk of (<i>circle</i>)		Silicosis	Asbestosis	Pneumoconiosis	Berylliosis				
What could result from...									
Inhalation of sample									
Skin contact with sample									
Eye contact with sample									
Ingestion of sample									
Physical properties and associated chemical hazards									
Physical/chemical risks of the sample and its associations <i>(please circle relevant)</i>		Fine dust		Pyrophoric		Reactive			
		Oxidising		Poisonous		Toxic			
		Hygroscopic		Radioactive		Corrosive			
		Cyanide		Basic		Acidic			
		Carcinogenic		Biohazard		Organic			
Toxic Elements (<i>please circle relevant</i>)									
As	Be	Cd	Cr	Co	Hg	Ni	Pb	Tl	
Te	Cu	V	Os	Ag	Rb	Sb	Zn	Sr	
Radioactive elements (<i>please circle relevant</i>)									
U	Th	Tc	Pm		Po	ppm			
Maximum contact dose rate measured:				µSv/h					

Section 3 - Declaration

I understand that this information must be provided, in order for AHK MP-UK to determine necessary safety precautions. I confirm that the information on this form is correct to the best of my knowledge.

Signed		Date
Print Name		



APPENDIX IV - TERMS AND CONDITIONS

These Terms and Conditions (these “Terms”) apply when Alfred H. Knight Mineral Processing UK Ltd (AHK MP-UK) is appointed to supply Services to the Client (all as defined below). These Terms shall form the basis of the Client’s contract with AHK MP-UK so please read them carefully before signing a Proposal.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Terms:

Approval Form: the written approval form (included in the Proposal) supplied by AHK MP-UK to the Client, which can be used by the Client to indicate its acceptance of the Proposal.

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

Commencement Date: has the meaning given in clause 3.2.

Contract: these Terms and the relevant Proposal.

Client: the person, firm or company identified on the Proposal.

Deliverables: the deliverables identified in the Proposal.

AHK MP-UK: Alfred H. Knight Mineral Processing UK Limited registered in England and Wales with company number 04607181 whose registered office is at 14 Tresillian Business Park, Tresillian, Truro, Cornwall, England, TR2 4HF.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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.

Proposal: AHK MP-UK’s written proposal setting out the proposed work programme (including a description of the Services), sample requirements, turnaround times, Deliverables and cost schedule.

Samples: the samples to be provided by the Client to AHK MP-UK as set out in the Proposal.

Services: the services, including the Deliverables, supplied by AHK MP-UK to the Client as set out in the Proposal.



1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the Terms **including, include** 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.

1.4 A reference to **writing** or **written** includes fax and email.

2. APPLICATION OF TERMS

2.1 These Terms shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's order, purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on AHK MP-UK unless in writing and signed by a duly authorised representative of AHK MP-UK.

3. BASIS OF CONTRACT

3.1 The Client's signing of the Approval Form constitutes an offer by the Client to purchase the Services in accordance with these Terms.

3.2 The Approval Form shall only be deemed to be accepted when AHK MP-UK issues a signed version of the Approval Form at which point, and on which date, the Contract shall come into existence ("**Commencement Date**"). Any Proposal prepared by AHK MP-UK is only valid for a period of 30 Business Days.

4. SUPPLY OF SERVICES

4.1 AHK MP-UK shall supply the Services to the Client in accordance with the Proposal in all material respects.

4.2 AHK MP-UK shall use all reasonable endeavours to meet any performance dates for the Services specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.3 AHK MP-UK reserves the right to amend the Proposal if necessary to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and AHK MP-UK shall notify the Client in any such event.

4.4 AHK MP-UK warrants to the Client that the Services will be provided using reasonable care and skill.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

- (a) ensure that the information set out in the Proposal is complete and accurate in all material respects;
- (b) co-operate with AHK MP-UK in all matters relating to the Services;
- (c) provide AHK MP-UK with the Samples, information and materials which are set out in the Proposal or AHK MP-UK may reasonably require in order to supply the Services;
- (d) package and label the Samples (if requested) with the instructions set out in the Proposal;
- (e) complete the Hazard Assessment Form and return to AHK MP-UK with the Samples;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws; and
- (h) comply with any additional obligations as set out in the Proposal.



- 5.2 If AHK MP-UK's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any obligation (“**Client Default**”):
- (a) without limiting or affecting any other right or remedy available to it, AHK MP-UK shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays AHK MP-UK's performance of any of its obligations;
 - (b) AHK MP-UK shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from AHK MP-UK's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - (c) the Client shall reimburse AHK MP-UK on written demand for any costs or losses sustained or incurred by AHK MP-UK arising directly or indirectly from the Client Default.

6. CHARGES AND PAYMENT

- 6.1 The price for the Services shall be the price set out in the cost schedule in the Proposal. If one or more cost schedules are included in the Proposal, the Client shall indicate on the Approval Form which cost schedule has been selected.
- 6.2 AHK MP-UK shall raise invoices in British pounds sterling unless otherwise stated for the Services in accordance with the payment terms set out in the Proposal.
- 6.3 The Client shall pay each invoice submitted by AHK MP-UK in full, and in cleared funds, within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract.
- 6.4 The Client shall reimburse AHK MP-UK for the following expenses:
- (a) all reasonable travel costs (which includes fares, accommodations, subsistence and visa costs), which will be charged at cost plus 10%;
 - (b) mileage, which will be charged at £0.50 per mile; and
 - (c) flight costs, which will be charged at business class rates, provided that documentary evidence is provided to the client.
- 6.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (“**VAT**”). Where any taxable supply for VAT purposes is made under the Contract by AHK MP-UK to the Client, the Client shall, on receipt of a valid VAT invoice from AHK MP-UK, pay to AHK MP-UK such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 Without prejudice to any other right or remedy that AHK MP-UK may have, if the Client fails to pay AHK MP-UK on the due date AHK MP-UK may:
- (a) charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
 - (b) suspend the Services until payment has been made in full.
- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- ## 7. INTELLECTUAL PROPERTY RIGHTS
- 7.1 All Intellectual Property Rights in, or arising out of, or in connection with the Services shall be owned by AHK MP-UK.
- 7.2 AHK MP-UK grants to the Client a non-exclusive, royalty-free licence to use the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.



7.3 The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 7.2.

8. **DATA PROTECTION**

AHK MP-UK shall collect and process information relating to the Client in accordance with its Cookie & Privacy Policy

9. **CONFIDENTIALITY**

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10. **LIMITATION OF LIABILITY**

10.1 The following provisions set out the entire financial liability of AHK MP-UK (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

- (a) any breach of the Contract howsoever arising;
- (b) any use made by the Client of the Deliverables; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Terms excludes the liability of AHK MP-UK:

- (a) for death or personal injury caused by AHK MP-UK's negligence; or
- (b) for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.3:

- (a) AHK MP-UK shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) AHK MP-UK's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.



10.5 This clause 10 shall survive termination of the Contract.

11. TERM AND TERMINATION

11.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 11.2, until either party gives to the other not less than three months' written notice to terminate, expiring on or after the first anniversary of the Commencement Date.

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3 On termination of the Contract:

- (a) the Client shall immediately pay to AHK MP-UK all of AHK MP-UK's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, AHK MP-UK shall submit an invoice, which shall be payable by the Client immediately on receipt; and
- (b) the Client shall return all Deliverables which have not been fully paid for. If the Client fails to do so, then AHK MP-UK may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

11.4 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

12. ASSIGNMENT

12.1 The Client shall not, without the prior written consent of AHK MP-UK, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2 AHK MP-UK may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.



13. **NOTICES**

- 13.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Proposal.
- 13.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. **SEVERANCE**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15. **WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. **ENTIRE AGREEMENT**

- 16.1 The Contract 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.
- 16.2 Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.



17. **THIRD PARTY RIGHTS**

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its Terms.

18. **VARIATION**

Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

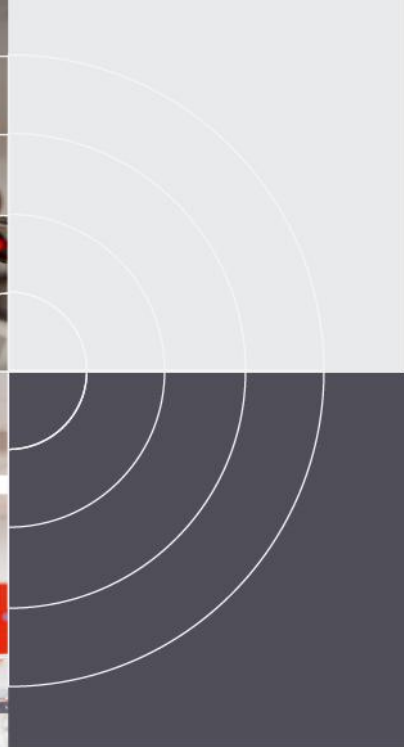
19. **GOVERNING LAW AND JURISDICTION**

- 19.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



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