

THIS AGREEMENT is made this **THIRD** day of November 2023

Between:

(1) The Cayman Islands Government acting herein and represented by the Ministry of Planning, Agriculture, Housing, and Infrastructure of Government Administration Building, 133 Elgin Avenue, George Town, Grand Cayman, KY1-9000, Cayman Islands (**Customer**)

(2) Cambridge Management Consulting Limited incorporated and registered in England with company number 09838276 whose registered office is at 5 High Green, Great Shelford, Cambridge CB22 5EG, United Kingdom (**Supplier**)

(each a "Party" and jointly, the "Parties")

- A. On 28 April 2023 the Customer issued a Request for Proposals (RFP number PPC-2023-PAHI-030-RFP) seeking Submarine Cable Project Management and Advisory Support Team.
- B. The Supplier has been chosen by the Customer as the preferred supplier.
- C. This Agreement sets out the terms upon which the Supplier will supply submarine cable project management and advisory to the Customer.

THE PARTIES HEREBY AGREE:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

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

Commencement Date: is the date entered at the beginning of this Agreement

Customer Materials: has the meaning set out in clause 2.3(j).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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, 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.

Services: the services, including any Deliverables, to be provided by the Supplier under the Agreement as set out in the Service Specification.

Service Specification: the description or specification for Services as set out in Schedule A of this Agreement.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) 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.
- (d) 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.
- (e) A reference to **writing** or **written** includes fax and email.

2. SUPPLY OF SERVICES

- 2.1 The Supplier shall from the Commencement Date and for the duration of this Agreement supply the Services to the Customer in accordance with the terms of this Agreement.
- 2.2 The Supplier shall meet any performance dates for the Services specified in the timeline set out as Schedule B of this Agreement, or that the Customer notifies in writing or by email to the Supplier's nominated representative and time is of the essence in relation to any of those performance dates.
- 2.3 In providing the Services, the Supplier shall:
 - (a) co-operate with the Customer in all matters relating to the Services, and use all reasonable endeavours to comply with all instructions in the scope of this Agreement of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (l) comply with any additional obligations as set out in the Service Specification.

3. SUPPLIER WARRANTIES

3.1 The Supplier warrants and represents to the Customer that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement;
- (b) it is not prevented or restrained legally, commercially or otherwise from entering into or undertaking the provisions of this Agreement;

- (c) there are no pending legal, governmental or regulatory investigations, actions, suits or proceedings to which the Supplier is or may be the subject that, individually or in the aggregate, if determined adversely to the Supplier, could reasonably be expected to have a material adverse effect on:
 - i. the financial condition or prospects of the Supplier; or
 - ii. its ability to perform its obligations under this Agreement.
- (d) in performing its obligations under this Agreement, the Supplier will comply with all laws and regulations of the Cayman Islands and directives of the Customer and any statutory authority;
- (e) the Supplier has all licenses, authorisations, consents and approvals required by applicable laws in order to perform its obligations under this Agreement;
- (f) the Services do not of themselves or through their use infringe any third-party Intellectual Property Rights;
- (g) the Supplier will use its best endeavours to not introduce, or permit the introduction of, any virus or other harmful element into the Customer's computer systems;
- (h) the Services will be provided with due care and skill and in a timely and diligent manner and any materials supplied in connection with the Services, including any media used for the storage of material in electronic form, will be fit for the purpose for which they are supplied.
- (i) all statements and representations by the Supplier or on its behalf to the Customer are, to the best of its knowledge, information and belief, true and accurate, and the Supplier will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such statement or representation false or misleading or likely to mislead.

3.2 The Customer may terminate this Agreement forthwith by written notice to the Supplier if the Company is in breach of Clause 3.1 (b) or (c).

4 CUSTOMER REMEDIES

- 4.1** If the Supplier fails for reasons within the Suppliers control to perform the Services in accordance with the timelines set out in Schedules A and B of this Agreement the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- (a) to terminate the Agreement upon 30 days' notice by giving written notice to the Supplier;
 - (b) to refuse to accept any remedial performance of the Services which the Supplier attempts to make;

- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

4.2 If the Supplier has supplied Services that do not comply with the requirements of clause 2.3(d) then the Customer shall require the Supplier to cure the applicable non-compliance within a cure period of 30 days where cure is possible, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:

- (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services.
- (d) to refuse to accept any remedial performance of the Services which the Supplier attempts to make;
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 2.3(d).

4.3 The terms of this Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

4.4 The Customer's rights and remedies under this Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- (c) Provide all reasonable cooperation to facilitate the operation of the Agreement.

6. CHARGES AND PAYMENT

- 6.1** The charges for the Services are set out in Schedule C of this Agreement, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The charges are in Cayman Islands Dollars. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2** The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice.
- 6.3** In consideration of the supply of Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

If the Customer fails to make a payment due to the Supplier under the Agreement by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue at 4% per year

- 6.4** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 6.5** The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, provided that liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 7.2** Upon full payment of all sums due to be paid to the Supplier hereunder the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 7.3** The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of this Agreement for the purpose of providing the Services to the Customer.

7.4 All Customer Materials are the exclusive property of the Customer.

8. INDEMNITY

8.1 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred arising out of or in connection with:

- (a)** any claim made the indemnitee for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the use or supply of the Services (excluding the Customer Materials);
- (b)** any claim made against the indemnitee by a third party for death, personal injury or damage to property arising out of, or in connection with the Deliverables; and
- (c)** any claim made against the indemnitee by a third party arising out of or in connection with the supply of the Services.

8.2 This clause 8 shall survive termination of the Agreement.

9. INSURANCE

9.1 During the term of the Agreement and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount sufficient to cover the value of the Agreement to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.2 Any insurance carried by the Customer, its employees, servants or agents shall be excess and not contributory insurance to that provided by the Supplier.

9.3 For the avoidance of doubt, the Parties agree and acknowledge that nothing in these Conditions regarding insurance shall relieve the Supplier from the diligent performance of any of its obligations under the Agreement.

9.4 The Supplier shall be solely responsible for any deductible losses under any policy.

9.5 Every insurance policy effected by the Supplier in accordance with the Agreement shall include worldwide jurisdiction and not in any way exclude the Cayman Islands as a covered jurisdiction.

10. CONFIDENTIALITY

- 10.1** 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 10.2. The party's non-disclosure obligations shall run indefinitely.
- 10.2** 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 Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 10; and
 - (b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

11. TERMINATION

- 11.1** Without affecting any other right or remedy available to it, the Customer may terminate the Agreement:
- (a)** with immediate effect by giving written notice to the Supplier if:
 - (i)** there is a change of control of the Supplier without the Customer's consent, such consent not to be unreasonably withheld; or
 - (ii)** the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - (iii)** the Supplier commits a breach of clause 2.3(h) or clause 14,
 - (b)** for convenience by giving the Supplier three months' written notice.
- 11.2** Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- (a)** the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- (b) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (c) 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.

12. CONSEQUENCES OF TERMINATION

- 12.1** On termination of this Agreement, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
- 12.2** Termination or expiry of this Agreement shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 12.3** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

13. ARBITRATION

- 13.1** The Customer and the Supplier agree that disputes in relation to this agreement will be subject to arbitration and the Arbitration Act, 2012. In the conduct of the arbitral proceedings, it is agreed by the parties to this Agreement that-
 - a. The language of the arbitration shall be in English;
 - b. The seat of the arbitration shall be the Cayman Islands;
 - c. The appointing authority, may, based on mutual agreement, be chosen by the parties or in the absence of such agreement, the court may designate an appointing authority.
- 13.2** The "Appointing Authority" is to be given the meaning as defined in section 2 of the Arbitration Act, 2012.
- 13.3** The parties agree that "issue" in relation to a contract includes but is not limited to:
 - a. a dispute;
 - b. a controversy;
 - c. a claim
 - d. a breach
 - e. termination; or
 - f. invalidity.

- 13.4 The parties agree that fees of the arbitrator and fees directly connected to the arbitration shall be equally borne by the parties.
- 13.5 The parties also agree that legal costs and costs incurred by each party in respect of the arbitration shall be borne by each party.

14. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control and which could not have been avoided by the use of reasonable diligence. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Agreement by giving thirty (30) days written notice to the affected party.

15. ANTI-BRIBERY

15.1 The Supplier shall:

- (a) comply with any and all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Anti-Corruption Act (2019 Revision) (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under Anti-Corruption Act (2019 Revision) if such activity, practice or conduct had been carried out in the Cayman Islands;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Anti-Corruption Act (2019 Revision), to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- (d) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
- (e) immediately notify the Customer (in writing) if a public officer becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no public officers as officers or employees or direct or indirect owners at the date of this Agreement);
- (f) The Supplier shall provide such supporting evidence of compliance as the Customer may from time to time reasonably request.

15.2 Without prejudice to clause 14.1, the Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this

Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14. The Supplier shall in any circumstances be responsible for the observance and performance by such persons of the Relevant Requirements, and shall in any circumstances be directly liable to the Customer for any breach by such persons of any of the Relevant Requirements howsoever arising.

- 15.3** For the purpose of this clause 14, the meaning of adequate procedures and public officer and whether a person is associated with another person shall be determined in accordance with Anti-Corruption Act (2019 Revision) (and any guidance issued in relation to that Law). For the purposes of this clause 14 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

15. GENERAL

16.1 Assignment and other dealings.

- (a)** The Customer may upon prior written notification to the Supplier at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under this Agreement.
- (b)** The Supplier 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 without the prior written consent of the Customer.

16.2 Notices.

- (a)** Any notice or other communication given to a party under or in connection with this Agreement 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 fax to its main fax number or sent by email to the address notified by the other party for the purposes of this clause.
- (b)** A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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; if sent by fax or 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.
- (c)** This clause 15.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.3 Severance.

If any provision or part-provision of this Agreement 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 this Agreement.

16.4 Waiver.

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. 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.

16.5 No partnership or agency.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Third party rights.

- (a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act, 2014 to enforce any term of the Agreement.
- (b) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

16.7 Variation.

Except as set out in this Agreement, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

16.8 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 the Cayman Islands.

16.9 Jurisdiction.

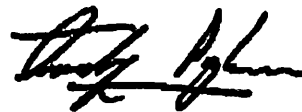
Each party irrevocably agrees that in the event a dispute cannot be resolved in accordance with clause 13, the courts of the Cayman Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Signed by Eric Bush for and on
behalf of **CAYMAN ISLANDS
GOVERNMENT**



Chief Officer
Ministry of PAHI

Signed by Tim Passingham for and
on behalf of **Cambridge
Management Consulting Limited**



Director