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TKLCER Technical Terms and Conditions for Certification Services

1. GENERAL

- 1.1 To achieve and preserve certification, TANKOIL Certification's (here below referred as (TKLCER) Clients are required to develop and maintain their management systems in accordance with applicable specifications, allowing unconditional access to TKLCER to audit or otherwise verify these management systems against the applicable specifications.
- 1.2 The certification awarded by TKLCER covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by TKLCER. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their services and products and shall defend, protect and indemnify TKLCER from any and all defects, claims or liability arising from said services and products.
- 1.3 The issued certification does not exempt Clients from their legal obligations in respect of the services or products or any other requirement in the scope of their management systems.
- 1.4 TKLCER shall be authorized to make copies of Client Information, as required by ISO/IEC 17021-1:2015 or as may be required by the Accreditation Body's retention policy.


2. SERVICES

2.1 DEFINITIONS

- 2.1.1 Capitalized terms not otherwise defined herein shall have the meaning given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO/IEC 17000 standards complemented by IAF or EA mandatory documents if any.

2.2 REQUESTS FOR CERTIFICATION

- 2.2.1 For the purpose of any accredited Services provided under this Agreement, TKLCER legal entity for services under EGAC accreditation.
- 2.2.2 The Client shall supply, through an Application Form, detailed information about the size and scope of its operations that will be subject to the Services.
- 2.2.3 Upon receipt of such information from the Client, TKLCER shall issue a Proposal after review and accept the application.
- 2.2.4 For any certification schemes, TKLCER will determine the audit duration based on the information submitted by the client and the applicable IAF Mandatory Documents. The justification of the calculation can be made available to the Client
- 2.2.5 Where a Multi-Site Offer is made, this will be based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to the latest edition of the relevant Accreditation Body rules for each certification schemes. Where any subsequent audit information supplied by the Client is found not to be accurate, TKLCER reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure compliance with the aforementioned rules.
- 2.2.6 TKLCER is accredited in accordance with EN ISO 1702-1:2015, to the extent relevant, these schemes shall also apply to the relationship between the Parties to the effect that the measures and codes of conduct TKLCER is subject to in accordance with such regulation must also apply to the Client.

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2.3 THE INITIAL CERTIFICATION PROCESS

The details of the Services to be provided must be agreed between the Client and TKLCER prior to TKLCER commencing any such Services.

2.3.1 STAGE 1 AUDIT

- (a) TKLCER will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit system).

2.3.2 STAGE 2 AUDIT

- (a) TKLCER will provide an audit programme prior to the commencement of the audit.
- (b) The TKLCER audit team will contact the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The TKLCER audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.
- (c) The TKLCER audit team will prepare and present to the Client's management a Report of the audit, which will include the audit findings, the non-conformities identified and the scope of certification.

2.3.3 CHANGES TO STAGE 1 AND STAGE 2 AUDITS


- (a) If as result of the Stage 1 Audit, TKLCER determines that the Stage 2 arrangements (i.e., changes in the scope, man-days, auditors, sites) shall be adjusted, the Agreement may be amended.
- (b) If, based upon the information gathered during Stage 1 of the audit, TKLCER decides that the required information was not provided and/or complete, this may result in a major non-conformity at Stage 2 with respect to the effective implementation of the management system.
- (c) When the Stage 1 & 2 Audits are planned back-to-back, TKLCER has the right to postpone the Stage 2 Audit at the expenses of the Client if the results of the Stage 1 Audit are not satisfactory to proceed with the Stage 2 Audit.

2.3.4 NONCONFORMITY

- (a) When major non conformity occur TKLCER undertakes a "special follow up visit", which is charged at TKLCER's current rates.
- (b) All fees to review Client's proposed actions to close any non-conformities (major and minor) are charged on reimbursable basis for professional time and expenses.

2.3.5 ISSUANCE OF CERTIFICATE OF APPROVAL AND REPORTS

- (a) TKLCER will issue the final Report if and when all corrective actions agreed between the Client and the TKLCER audit team have been completed.
- (b) TKLCER will not take a positive certification decision until the necessary requirements are fully met.
- (c) TKLCER will issue a Certificate of Approval to the Client once a positive certification decision has been made.

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- (d) The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit, the scope of the management system, the geographical location and the validity period of certification.

2.4 CERTIFICATION MAINTENANCE

2.4.1 SURVEILLANCE

- (a) TKLCER operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement.
- (b) Once TKLCER has agreed the dates, the Client should make all necessary arrangement to maintain the agreed dates Surveillance audits shall be conducted once a calendar year and the date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the certification decision date.

2.4.2 RE-CERTIFICATION


Every three (3) years TKLCER will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the TKLCER audit team and completed), TKLCER will re-issue the Client's certification and the Certificate of Approval. It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed, certification will be reconfirmed.

2.5 CERTIFICATION CHANGES

- 2.5.1 The Client is required to inform TKLCER promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. These include, for example, changes relating to a) the legal, commercial, organizational status or ownership; b) organization and management (e.g., key managerial, decision-making or technical staff, number of employees.); c) contact address and change of sites, additional sites (even temporary sites); d) scope of operations under the certified management system; e) major changes to the management system and processes., etc are considered as changes which may affect the validity of the certification. TKLCER will then take the appropriate action, such as conducting a special audit, an unannounced visit and/or changing the certification at the then current rates. Unannounced visits can be conducted as well to investigate complaints received about the Client. the certified client shall inform the TKLCER, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification.

2.5.2 TKLCER shall provide information and update clients on the following:

- A detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification;
- The normative requirements for certification;
- Information about the fees for application, initial certification and continuing certification;
- the certification body's requirements for clients to: 1) comply with certification requirements; 2) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints; and 3) make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditor);

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- e) Documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements in 8.3 - ISO 17021-1 :2015;
- f) Information on processes for handling complaints and appeals.

2.5.3 TKLCER shall give its certified clients due notice of any changes to its requirements for certification. The certification body shall verify that each certified client complies with the new requirements.

2.6 CERTIFICATION AND ACCREDITATION MARK

2.6.1 the certified client a) conforms to the requirements of the certification body when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents; b) does not make or permit any misleading statement regarding its certification; c) does not use or permit the use of a certification document or any part thereof in a misleading manner; d) upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by the certification body (see 9.6.5); e) amends all advertising matter when the scope of certification has been reduced; f) does not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process; g) does not imply that the certification applies to activities and sites that are outside the scope of certification; h) does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.


2.6.2 The use of the certification mark is regulated by TKLCER through a policy document explaining how to display and use the certification mark and associated logos, which is available on website, and will be communicated with the clients. TKLCER will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.

2.7 ACCREDITATION BODY ACCESS

The Client shall allow the TKLCER's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the TKLCER audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or TKLCER. Refusal to accept a witness assessment by the Accreditation Body must be justified and accepted by TANKOIL and the Accreditation Body and could result in withdrawal of accredited certification where reasons are not accepted. The Client authorises TKLCER to disclose relevant data to the Accreditation Body.

2.8 SUSPENSION, WITHDRAWAL CANCELLATION OR RESTORATION OF THE CERTIFICATE OF APPROVAL

2.8.1 TKLCER retains authority for its decisions related to Certification including the granting, refusing, maintaining of certification, expanding or reducing scope of certification, renewing, suspending or restoring following suspension or withdrawing of certification at any time and shall give the Client a three (3) months' written notice or shorter notice as the situation may require depending upon the information available to TKLCER. If such aforementioned actions are deemed necessary by

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TKLCER, the Client will be fully briefed and will be given every possible opportunity to take corrective action before a final decision is taken on what action TKLCER should take after the expiration of such notification period.


- 2.8.2 Unannounced visits may also be conducted as a follow up on client's which certification has been suspended.
- 2.8.3 Suspension is lifted and certification is restored upon satisfactory clearance of non-conformities and verification by TKLCER of the compliance of Client's management system.
- 2.8.4 TKLCER reserves the right to publish the fact that such action has been taken.

3. **CERTIFICATE OF APPROVAL AND REPORTS**

- 3.1 The Client must not reproduce the Certificate of Approval or the Reports or make copies thereof without the prior written consent of TKLCER. Neither the Client nor any third party is entitled to rely on any reproduction or copy of a Certificate of Approval or the Reports for which the prior written consent of TKLCER has not been obtained.
- 3.2 The Certificate of Approval or the Reports are issued by TKLCER and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, distributed, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of TKLCER. Notwithstanding the foregoing, the Client is permitted to use the Certificate of Approval as proof of certification of the management system towards third parties.
- 3.3 The Certificate of Approval or the Reports are given only in relation to the written instructions, documents, information and samples provided to TKLCER by the Client prior to the performance of the Services. TKLCER cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or the Reports to the extent that the Client has given TKLCER erroneous or incomplete information.
- 3.4 The Certificate of Approval or the Reports will reflect the findings of TKLCER at the time of performance of the Services only and in respect of the Client Information made available to TKLCER prior to or during the performance of the Services. TKLCER shall have no obligation to update the Certificate of Approval or the Reports after issuance, except as otherwise stated in the Agreement or agreed in writing between the Parties.
- 3.5 The Client (not TKLCER) is solely and exclusively responsible for exercising its own, independent judgement with regard to the Certificate of Approval or the Reports, information provided by TKLCER and for any decision or action undertaken by the Client or any third party on the basis of the Certificate of Approval or the Reports provided by TKLCER. Neither TKLCER nor, external auditors and technical experts, employees, representatives or assigns warrant the quality, outcome, effectiveness or appropriateness of any decision or action taken by the Client on the basis of the Certificate of Approval or the Reports provided under the Agreement.
- 3.6 TKLCER is under no obligation to refer to or report on any facts or circumstances which are outside the scope of the Services and accepts no liability for not referring to or reporting on such facts or circumstances.

4. **APPEALS, DISPUTES AND COMPLAINTS**

- 4.1 Should the Client wish to appeal against or dispute any decision of TKLCER, it should do so in accordance with the TKLCER appeals procedure, available on TKLCER website or upon request.

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4.2 Should a complaint arise about TKLCER, such complaint shall in the first instance be made to the TKLCER. If the Client does not satisfy with the TKLCER response, he can send in writing to the related Accreditation Body.

5. TANKOIL CERTIFICATION'S OBLIGATIONS

5.1 TANKOIL Certification shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature to the Services and under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.

5.2 TANKOIL Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed in writing by the Parties.

5.3 In providing the Services, TANKOIL Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners who, notwithstanding TANKOIL Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which TANKOIL Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause TANKOIL Certification's liability to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.


5.4 For the avoidance of doubt, under no circumstances does TANKOIL Certification fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of any management systems or processes subject of the Services, including the services, or any other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by TANKOIL Certification for any activities undertaken by the Client or systems or processes maintained or put in place by the Client.

6. CLIENT'S OBLIGATIONS

6.1 The Client must:

6.1.1 co-operate with TANKOIL Certification in all matters relating to the Services; In particular in case of remote audit, the Client and TANKOIL Certification define the suitable ICT means (Information and Communication Technology) to ensure an efficient conduct of the audit and an appropriate level of confidentiality;


6.1.2 provide, or cause its suppliers to provide, in a timely manner and at no charge, access and transportation to all necessary equipment, materials, facilities, documents, data, and personnel as required by TANKOIL Certification, its agents, and representatives, to perform the Services;

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- 6.1.3 prepare and maintain the relevant premises and materials for the supply of the Services, including without limitation, identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services;
- 6.1.4 adopt all necessary measures to ensure the safety and security of working conditions on site during performance of the Services and inform TANKOIL Certification without delay of all health and safety rules and regulations, any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority and any other reasonable security requirements that apply at any of the relevant premises;
- 6.1.5 ensure that the Client's equipment is in good working order, under the Client's control and operation, suitable for the purposes for which it is used in relation to the Services and conforms to all relevant and applicable standards or requirements;
- 6.1.6 where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;
- 6.1.7 ensure that all documents, information and material made available by the Client to TANKOIL Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party; and
- 6.1.8 Ensure that such information is accurate in all material respects. Client Information shall be provided by the Client to TANKOIL Certification at least twenty (20) days before the agreed start date of each audit. TANKOIL Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from any prevention or delay of the Agreement by the Client;
- 6.1.9 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 6.2 To the extent that TANKOIL Certification renders Services, the Client agrees that TANKOIL Certification does not owe any specific success but only such Services.
- 6.3 TANKOIL Certification reserves the right to unilaterally alter or extend the defined deadlines in the Agreement or postpone them if the Client fails to timeously provide TANKOIL Certification with the relevant Client Information.

7. CONFIDENTIALITY

- 7.1 Client Information means all codes, documents, instructions, manuals, measurements, specifications, requirements, and any other information and materials provided by the Client and necessary for TANKOIL Certification to perform the Services;
- Confidential Information means all and any non-public information disclosed by one Party to the other Party, including (but not necessarily limited to) data, know-how, concepts, manuals, reports, specifications, trade secrets, trademarks, company logos, and any other business, commercial, financial, legal, marketing or technical information;
- 7.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information, which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 7.3 This confidentiality undertaking shall not apply to any information:

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- 7.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 7.3.2 which was in the possession of the receiving Party prior to its disclosure;
- 7.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 7.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 7.3.5 which is disclosed or is required to be disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 7.3.6 which is disclosed to an Affiliate of the receiving Party on a need-to-know basis.

7.4 Each Party shall be responsible for ensuring that all persons to whom Confidential Information of the other Party is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

7.5 Notwithstanding the provision of clause 6, TANKOIL Certification reserves the right to refer to the Client, using its name and/or logo, whether internally and externally, orally or in writing, and on any communication support, for marketing and/or commercial purposes without the prior consent of the Client being required.

7.6 Notwithstanding the provision of clause 6, TANKOIL Certification reserves the right to use the Client's data for benchmarking and analysis purposes, being understood that any such use by TANKOIL Certification will be in compliance with the application regulation protecting personal data and the data would be anonymous.

7.7 TKLCER is responsible for the management of all information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on its behalf.

7.8 TKLCER shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.

7.9 Except as required in this part of ISO/IEC 17021, information about a particular certified client or individual shall not be disclosed to a third party without the written consent of the certified client or individual concerned.

7.10 When the TKLCER is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.


7.11 Information about the client from sources other than the client (e.g., complainant, regulators) shall be treated as confidential, consistent with the certification body's policy.

7.12 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on TKLCER's behalf, shall keep confidential all information obtained or created during the performance of the certification body's activities except as required by law

7.13 TKLCER have processes and facilities that ensure the secure handling of confidential information.

8. INTELLECTUAL PROPERTY

8.1 Intellectual Property means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs,

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rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 8.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 8.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its Affiliates.
- 8.4 The names, service marks, trademarks and copyrights of TANKOIL Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of TANKOIL Certification and then only in the manner prescribed by TANKOIL Certification.
- 8.5 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey to the Client any rights of ownership or license whatsoever to the TANKOIL Certification's Intellectual Property, its proprietary software, proprietary audit methods, training materials and best practices manual, protocols, TANKOIL Certification's name, logo, marks, or other trade dress or any other existing or future Intellectual Property rights or know-how developed and used by TANKOIL Certificate to perform the Services and to issue the Certificate of Approval and the Reports. Such Intellectual Property rights shall remain the sole property of TANKOIL Certification.

9. DATA PROTECTION

Both Parties undertake that they, their employees or any person acting on their behalf shall comply with Egyptian laws and regulations.

The Parties acknowledge that TANKOIL Certification may act as "Data Processor" (within the meaning set forth under the Data Protection Laws) when it collects and processes personal data on behalf of the Client, exclusively for the purposes of the performance of the Agreement, unless otherwise agreed upon by writing executed by both Parties.


TANKOIL Certification collects personal data indirectly, through the Client who provides TANKOIL Certification with its employees, contractors, business partners and/or clients' personal data. Both parties will provide each other with the appropriate information regarding data processing within the material scope of article 2 of the EU General Data Protection Regulation 2016/679.

The Client hereby accepts and commits to provide the data subjects with such information in a manner compliant with articles 13 and 14 of the EU General Data Protection Regulation 2016/679.

9.1 Data Processing

Operations on personal data involve (the "Data Processing"):

- the purpose(s) of the processing: the performance of the Agreement, including but not limited to, the provision of certification services and other services as requested by the Client.
- the categories of personal data involved (the "Personal Data"): personal data relating to the identity of the data subjects and to their professional life.
- the duration of the data processing, which is equal to the duration of the Agreement, may be extended for the validity of the certificate (up to five years from issuance depending on applicable

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standards), and may be archived for cross-examination purposes up to an additional five years and/or for evidence purposes up to the expiration of applicable statutes of limitations.

- the categories of data subjects concerned: employees, contractors, business partners and/or clients of the Client.

In this respect, the Parties shall cooperate at any time and in a diligent manner to formalize all documentation required for the Data Processing, notably in order to justify their compliance with Data Protection Laws and this Article (Data Protection), in particular in the event of audits and investigations carried out by the Client, or any third-party acting on its behalf, or any competent data protection authority.

9.2 Data Processor's obligations

TANKOIL Certification will:

- inform promptly the Client of any circumstances entailing an incapacity of TANKOIL Certification to comply with Data Protection Laws or to provide the Services in compliance with Data Protection Laws, in which case, TANKOIL Certification and the Client will cooperate in good faith to resolve the issue, in particular to identify the impact of such circumstances on the Services and to determine the changes to the Agreement or to the Services that may be required. In this respect, should the Parties fail to reach an agreement to resolve the issue, the Client shall be entitled to terminate this Agreement in accordance with its terms and conditions;
- process personal data in accordance with the documented instructions of the Client. This Agreement constitutes the Client's complete and final instructions for the Data Processing. The Client guarantees that the instructions given comply with the Data Protection Laws and may allow the effective execution by TANKOIL Certification of its Services under this Agreement. If TANKOIL Certification considers that an instruction from the Client constitutes a violation of the Data Protection Laws, it shall inform the Client accordingly;
- assist the Client in carrying out data protection impact assessments and for Client's prior consultations of the competent data protection authority;
- cooperate with the Client to enable it to fulfil its obligations pertaining to data subjects seeking to exercise their rights as set forth by Data Protection Laws;
- at the discretion and upon instruction of the Client, delete all Personal Data or return them to the Client, and destroy existing copies, except as required by applicable laws;
- communicate, upon request, to the Client the name and contact details of its data protection officer, as per Egyptian Law.


9.3 Confidentiality measures

TANKOIL Certification will keep all personal data confidential and in particular:

- has implemented or will implement adequate access right procedures to govern accesses to personal data;
- undertakes that only persons with a need-to-know for the purpose of providing the Services will be able to access to personal data, that such persons are bound by legal or contractual obligations of confidentiality, and that such persons do not process the personal data except on instructions from the Client, unless he or she is required to do so by Egyptian law.

9.4 Security measures

TANKOIL Certification will preserve the security of Personal Data, and in particular:

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- has implemented and/or will implement for the Services adequate technical and organizational measures to preserve the security of personal data, adapted to the Data Processing involved by the Services and take into account industry standards and the costs related to their implementation, the risks presented by the processing and the nature of the data to be protected;
- will notify the Client as soon as it is aware of (i) any breach of the security of personal data (ii) all related information necessary to enable the Client to comply with its obligations of notification to the competent data protection authority and eventually to the data subjects within the statutory delays, documenting the breach;

9.5 Sub-processing and cross-border transfers

The Client hereby expressly agrees that TANKOIL Certification may entrust another processor (hereinafter the "Sub-Processor") with all or part of the operations involved by the Data Processing, and that TANKOIL Certification may transfer personal data outside the European Economic Area or countries recognized by the European Commission as providing an adequate level of protection to perform the Services.

In addition, TANKOIL Certification undertakes that:

- the Sub-Processor will be bound by equivalent contractual obligations as those set forth in clause Data Protection,
- it has entered into a personal data transfer contract established on the basis of the European Commission standard contractual clauses with the data importer, prior to any international transfer of personal data;
- it will remain fully liable for any breach of this Article (Data Protection) and/or Data Protection Law committed by the Sub-Processor in the framework on the Services
- Client acknowledges and agrees that TANKOIL Certification may transfer audit reports to accreditation bodies and/or scheme owners in order to comply with applicable legal or regulatory requirements, such audit reports including personal data of Client's employees, contractors, business partners and/or clients.


10. LIMITATION OF LIABILITY

10.1 This clause sets out the entire liability of TANKOIL Certification (including any liability for the acts or omissions of its Affiliates, and their respective employees, directors, officers, agents, subcontractors), to the Client in respect of the Services, the Certificate of Approval and/or the Reports, any breach of the Agreement, any use made by the Client of the Services, the Certificate of Approval and/or the Reports or any part thereof, and any representations, misrepresentations, statements or tortious acts or omissions (including negligence) arising under or in connection with the Agreement.

10.2 Except as set out in clause 9.3 neither Party shall be liable to the other Party in any circumstances whatsoever for:

- (i) loss of business, or loss of use or loss of profit, loss of data, loss of earnings, loss of production, loss of value, decrease in earnings from any goods or property, loss of financial advantage, business interruption or downtime; or
- (ii) depletion of goodwill and/or similar losses; or
- (iii) loss of contract; or
- (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

10.3 Nothing in these General Conditions limits or excludes the liability of either Party:

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- (i) for death or personal injury resulting from negligence; or
- (ii) for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or
- (iii) for any other loss which by law cannot be excluded or limited.

10.4 Without prejudice to clause **Error! Reference source not found.** or 9.3, the total aggregate liability of TANKOIL Certification and its Affiliates, and their respective employees, directors, officers and agents, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval, the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to TANKOIL Certification in respect of the Services that give rise to TANKOIL Certification's liability to the Client.

10.5 The Client hereby indemnifies TANKOIL Certification and its Affiliates, and their respective employees, directors, officers, and agents, and holds them harmless against all and any claims, damages, expenses, liabilities, losses costs and/or expenses (including legal fees) of any nature whatsoever (including, but not limited to, negligence and gross negligence) arising from:

- 10.5.1 any act, omission, default, breach of contract or negligence of the Client, its agents or employees;
- 10.5.2 any claim by a third party in connection with the Services, Certificate of Approval and/or the Reports, including, without being limited to, where a Certificate of Approval and/or the Report is disclosed in full or in part to the third party with the consent of TANKOIL Certification;

11. FORCE MAJEURE

For the purpose of this clause "**Force Majeure**" shall mean any event or circumstance, the occurrence of which is beyond the reasonable control of the claiming Party, which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation, including (without limitation):


Are considered as Force majeure, any compelling, insuperable and unpredictable event and independent of the will of one, or other of the Parties resulting in the impossibility to achieve or continue the Services.

11.1 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

- 11.1.1 The Force Majeure shall be immediately notified by the Claiming Party to the other in writing causes, and in demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;
- 11.1.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing, in order to perform the Service.

11.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure.

11.3 If the disability continues for a continuous period of more than 15 (fifteen) days from the date the claiming Party gave written notice under clause **Error! Reference source not found.**, then either Party shall be entitled (but not obliged) to terminate this Agreement, or any part thereof, immediately on written notice to the other Party and, subject to the provisions of this Agreement, neither Party shall have a claim against the other Party as a result of such termination.

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12. TERMINATION

12.1 TANKOIL Certification may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving a minimum of 30 (thirty) days' written notice to the Client, or such other period as may be reasonable in TANKOIL Certification's sole opinion in the circumstances.

12.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement, without liability to the other Party, immediately on written notice to the other Party if the other Party:

12.2.1 fails to pay any amount due under the Agreement on the due date for payment and remains in default for 10 (ten) days after being notified in writing to make such payment;

12.2.2 commits a material breach of the Agreement and (if such breach is capable of being remedied) fails to remedy such breach within 10 (ten) days after being notified in writing of the breach;

12.2.3 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

12.2.4 becomes unable to pay its debts as and when they become due;

12.2.5 becomes insolvent or enters receivership (for financial or other reasons) or judicial management, or commences insolvency or business rescue proceedings;

12.2.6 assigns or transfers any right or obligations under the Agreement, other than as authorised under this Agreement;

12.2.7 suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.

12.3 On termination of the Agreement for any reason:

12.3.1 the Client shall immediately pay to TANKOIL Certification all of TANKOIL Certification's outstanding unpaid invoices (which shall become immediately due and payable) and interest, if any, on any outstanding sums and, in respect of Services supplied but for which no invoice has been submitted, TANKOIL Certification may submit an invoice, which shall be payable by the Client immediately on receipt thereof;

12.3.2 the accrued rights and liabilities of the Parties as at the termination and the continuation of any provision of the Agreement expressly stated to survive or implicitly surviving the termination, shall not be affected.


12.4 On termination of the Agreement (however arising), clauses related to confidentiality, intellectual property, data protection, governing law and jurisdiction shall survive and continue in full force and effect.

13. WAIVER

13.1 A waiver of any right under the agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. no failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. no single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14. ASSIGNMENT

14.1 The Client shall not, without the prior written consent of TANKOIL Certification, cede, assign, transfer or deal in any manner with all or any of its rights or obligations under the Agreement.

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14.2 The Client acknowledges that, and hereby expressly consents to, TANKOIL Certification at any time ceding, assigning, transferring or dealing in any manner with all or any of its rights or obligations under the Agreement

15. SEVERANCE

15.1 If any provision of the Agreement (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If a provision of the Agreement (or part thereof) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ENTIRE AGREEMENT

16.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the Services.

16.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

17. GOVERNING LAW AND JURISDICTION

17.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Egypt.

17.2 The Parties irrevocably agree that the courts of Egypt shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.