



DENOVO COUNTER-  
CORRUPTION  
POLICY

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# I GENERAL INFORMATION

## I.1 DENOVO

DeNovo is an energy company focused on meeting the energy needs of Trinidad and Tobago. DeNovo is the owner of Block I(a) located offshore in the west coast of Trinidad. DeNovo currently produces natural gas from the Iguana and Zandolie fields in Block I(a) from four (4) shallow water wells with two (2) unmanned platforms and a 45km pipeline to DeNovo’s Gas Processing Unit which is located onshore.

## I.2 WINNING STATEMENT

We make a difference by safely, rapidly, and efficiently developing and operating greenfield and brownfield assets utilizing green technologies and automated processes (designed and built to industry standards) in order to deliver competitive energy molecules, all done through highly enrolled and empowered DeNovians.

# 2 GLOSSARY

Business Partner:	Includes any contracted consultant, sub-contractor, agent, joint venture partner or supplier that acts on behalf of DeNovo.
Company:	DeNovo in all of its forms.
DeNovians:	Means the directors, board members and, employees and Service Providers of DeNovo.
DOMS:	DeNovo’s Operations Management System
EITI:	Extractive Industries Transparency Initiative
FATF:	Financial Action Task Force
IDDPs:	Integrity Due Diligence Protocols
Legal Compliance:	Obeying all laws that apply to DeNovo.
MESICIC:	Managing Director of Integrity
MDI:	Office of Integrity for Venezuela
OIV:	Periodic Integrity Risk Assessments
PIRA:	DeNovo’s Counter-Corruption Policy
Policy:	Process of seeking to understand, identify and anticipate corruption risks to which
Risk-based Approach:	DeNovo may be exposed and taking appropriate mitigation measures to counter those risks in accordance with the level of risk faced.
Service Provider:	Are defined as contractors, consultants and others who may be assigned to perform work or services for DeNovo.
UPR:	Unavoidable Payments Register
V-ICP:	Integrity Compliance Programme for Venezuela

# 3 POLICY

A. is a product of and is thereby subordinated to DeNovo’s Integrity Compliance Programme for Venezuela (“the V-ICP”), which remains the Company’s primary integrity document. As a consequence, this Policy should be viewed

- and interpreted in light of the detailed counter-corruption provisions contained within V-ICP, and in the unlikely event of a contradiction arising the language of the V-ICP prevails.
- B. was approved by the Managing Director of DeNovo and on that date came into full force and effect. DeNovo reserves the right to amend this Policy as it deems necessary, and no amendment will come into effect unless approved in writing by the Company's Managing Director; and
  - C. supersedes, as does the V-ICP upon which it is based, any earlier DeNovo policy dealing with anti-bribery and corruption.

### 3.1 INTRODUCTION

1. DeNovo adopts and enforces a zero '0' tolerance approach to corruption, which we take to include bribery, money laundering and terrorist financing. As such, **our Policy in respect of corruption is that it is strictly prohibited.**
2. Adherence to our V-ICP, which applies not only to our operations in that country but wherever we are working, together with our **FIVE CORE VALUES**, of which Integrity is the first, and our **CODE OF CONDUCT**, ensures that our counter-corruption system is clear and effective, and that it is known by all in turn on DeNovo's strict adherence to (1) all laws that apply to us, including all relevant anti-bribery and corruption legislation ("Legal Compliance", as summarised below); and (2) a proactive risk-based approach to countering corruption in all of our projects and operations ("our Risk-based Approach", as summarised below).

### 3.2 APPLICATION

#### 3.2.1 THIS POLICY APPLIES TO ALL

1. DeNovians whilst engaged by DeNovo, including when on secondment to another entity.
2. directors, board members and employees of our Business Partners, including our agents and any other individuals that perform services for and on behalf of the Company.

### 3.3 RESPONSIBILITY & REPORTING

1. Although ultimate responsibility for this Policy lies with DeNovo's Managing Director, the routine responsibility for managing and administering it lies with the Company's Managing Director of Integrity ("MDI"). Any questions or concerns that may arise in respect of the application, scope or meaning of this Policy, or where it is suspected that this Policy may have been contravened, should be directed in the first instance to the MDI or in his or her absence any Integrity Officer within the Office of Integrity for Venezuela ("OIV").
2. DeNovo values, embraces, and seeks actively to cultivate a Speak Up & Speak Out Culture. It is for this reason that our **Whistleblowing Policy** together with our **CODE OF CONDUCT** requires all DeNovians together with those who work for, with or alongside us to report to the MDI their genuine concerns of misconduct and wrongdoing, which includes concerns around corruption in all of its various forms and guises. The corollary to this **Duty to Report** is a **Duty to Protect** on our part, which means that, as far as reasonably possible, DeNovo will take all necessary steps to shield those who report their concerns in good faith from all forms of retaliation.

### 3.4 LEGAL COMPLIANCE

#### 3.4.1 OBEYING APPLICABLE LAWS AND PROCEDURES

1. DeNovo obeys without exception all laws and regulative procedures that apply to us in any of the countries in which we operate together with those laws that touch us for other reasons or those laws that we should nevertheless adhere to. To us, obeying the law is an inherent part of behaving in a commercially principled and ethical manner, and it means that we shall never knowingly engage in a corrupt practice.

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### 3.4.2 PROHIBITING AGAINST BRIBERY AND CORRUPTION

1. Bribery and other forms of corruption are unlawful and unethical, and engaging in such practices is – subject only to the narrow exception set out below – strictly prohibited for anyone working for, with or on behalf of DeNovo. Not only do we routinely comply, as a matter of policy, with the counter-corruption laws of Trinidad and Tobago, Venezuela, and those aspects of the laws of the United States that apply to us because of our engagement in USD transactions and more, but we also strive constantly to conduct ourselves in accordance with international best practice. This means that we strive at all times to meet the commitments set out in international counter-corruption treaties that apply globally, as well as to our region, such as the principles espoused by the Inter-American Convention against Corruption (1996) and its implementation mechanisms advanced by the Organisation of American States (“MESICIC”), the 2018 Lima Commitment and of course the United Nations Convention against Corruption (2005). Similarly, and in particular as they apply to countering corruption, we endeavour to comply with the Ten Principles of the UN Global Compact, the Nine Expectations advanced by the Extractive Industries Transparency Initiative (“EITI”) and the 2030 Agenda for Sustainable Development.
2. Those DeNovians who are found to have paid bribes or otherwise engaged in corrupt practices, including but not limited to money laundering and terrorist financing, shall be dismissed, and referred by us for investigation by relevant law enforcement bodies. The same approach applies to our Business Partners.

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### 3.4.3 BRIBERY & CORRUPTION DEFINED

1. There is no settled definition for what amounts to corruption, but for the purposes of this Policy, as well as the underlying V-ICP, we have elected to adopt the broad definition advanced by Transparency International, which is that corruption is the “abuse of entrusted power for private gain”. By way of example, if you are a public official and you accept a bribe to exercise your discretion in favour of the bribe payer, then you have abused the power entrusted to you by the State and you are corrupt. Although bribery is traditionally seen as only one subset of corruption, those who pay and receive bribes are corrupt. Bribery is a simple concept, yet it can be complex in its execution. For our purposes, bribery means in broad terms the offering, promising, or giving of something of value to influence improperly a Public Official or private entity in the execution of his, her or its official duty, and it is this definition that shapes the requirement in Paragraph 4.2.1 (bullet point 1) of the Code of Conduct, which stipulates that those who work for, with and alongside us must not “offer, pay, make, seek or accept a personal payment, gift or favour in return for advantageous treatment or to gain a business advantage.”
2. Corruption includes not only bribery, but other nefarious activities such as money laundering and terrorist financing, and we spare no effort to comply with inter alia the 2012 Financial Action Task Force (“FATF”) Recommendations, as amended in 2022. This means that we do not engage in, nor do we condone money laundering or the funding of terrorist organisations, and such practices amount to prohibited conduct on the part of those who work for or with us or on our behalf. To us, money laundering is the process of hiding illegal funds or making those funds look as though they are legitimate, and this includes the use of legitimate funds to support crime or terrorism. One of our main weapons against money laundering is our strict adherence to our Integrity Due Diligence Protocols (“IDDPs”), which form an integral part of our Risk-based Approach to maintaining our integrity (and on this, see more below).

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### 3.4.4 FACILITATION PAYMENTS

1. Facilitation payments are usually modest payments made to encourage a person to carry out his or her official duty, which is most often administrative in nature, or provide or expedite a service to which DeNovo is already entitled (e.g., paying to have utilities such as water, gas, electricity, and telephones connected or paying to expedite the release of goods from a bonded warehouse etc.). Such a payment is defined in our Code of Conduct as a “minor payment to induce a (usually low-ranking) Public Official to expedite or secure performance of a routine duty, which that person is already obliged to perform and where such payment would exceed what is properly due.”

2. Facilitation payments may on their face appear to be innocuous or even normal in certain societies, but such payments amount to bribes. Subject only to the narrow and defined exception set out below, facilitation payments are prohibited by DeNovo and those who work for, with us or on our behalf are prohibited from making them.

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### 3.4.5 SINGULAR EXCEPTION TO THE PROHIBITION ON PAYING BRIBES

1. The making of facilitation payments and the payment of other forms of bribes may be unavoidable where an urgent or grave threat to public or personal safety arises. The only exception to the rule that bribes, inclusive of facilitation payments, are prohibited is where DeNovians genuinely perceive a real and immediate risk of personal harm or unlawful detention – to themselves, their colleagues and/or their families – if the payment is not made. If a facilitation payment or wider bribe is made in these circumstances, the payment must be reported as soon as practical to the MDI or another member of our OIV, and such payments must be recorded in the **Unavoidable Payments Register** (“UPR”). It is imperative that those who work for and with DeNovo never attempt to disguise such payments when recording them in the relevant books and records of the Company, as this itself constitutes a separate criminal offence and will be dealt with accordingly.
2. Practical guidance on how to deal with demands for facilitation payments or other forms of bribes is to be found in **Section 4** (Integrity Safeguards) of the V-ICP.

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### 3.4.6 REQUIREMENT FOR ENHANCED VIGILANCE

1. Although the payment or receipt of a bribe by a DeNovian or by anyone who works for or with us is prohibited, save only for the limited exception outlined above, the question of what constitutes a bribe is not always easily answered. Certain payments, which on their face may appear innocuous, may in fact be problematic from an integrity perspective, as making them may constitute a bribe. Detailed guidance on these types of payments and, if payment is permitted, where such payments are to be recorded, can be found in **Section 4** of our V-ICP.
2. However, in summary, political contributions using DeNovo’s funds are prohibited, and special rules and restrictions apply to the giving of gifts, entertainment, and hospitality. In terms of gifts and hospitality, the approach that we have adopted is that if we give a gift or provide hospitality, then that gift and that hospitality must always be modest and proportionate and must never be lavish or outlandish. Good sense and judgement should always be used, and prudence should always prevail. As bribes can also take the form of charitable donations, such donations using DeNovo’s money or other resources are prohibited if they are made to retain or obtain business. Similarly, and as a general rule, we will not pay the travel and subsistence costs of public officials, as well as members of their immediate families.
3. The V-ICP should always be reviewed before making any such payments, contribution, or donations and, if questions remain, then the MDI or any Integrity Officer in the OIV should be consulted. If such payments are permitted and made, then they must be routinely recorded in the **Gifts, Hospitality and Travel Register** that is held and administered by the MDI.

## 3.5 RISK-BASED APPROACH TO COUNTERING CORRUPTION

1. Pivotal to our determination to protect our integrity throughout all of our operations is our reliance upon a proactive Risk-Based Approach to countering corruption in all of its various forms, including money laundering and terrorist financing. This **Risk-Based Approach** to integrity dovetails with and forms an integrated part of our broader approach to risk within our business, as predicted by our implementation of and strict adherence to the broader DeNovo Operations Management System.
2. What we mean by a Risk-Based Approach to integrity is that we actively seek to understand, identify, and anticipate corruption risks to which we may be exposed, and we take the appropriate mitigation measures to counter those risks in accordance with the level of risk that we face. Practically, this means that we routinely and methodically identify and assess the integrity risks of where and with whom we intend to do business.

3. We achieve this key objective by:
  - a. undertaking **Periodic Integrity Risk Assessments** (“PIRAs”) that ensure that our V-ICP, from which this Policy is derived, does not remain static but evolves over time to address and mitigate new integrity risks that we will inevitably face as our business expands or as the risk paradigm changes. To this end, the MDI undertakes both scheduled and ad hoc PIRAs. PIRAs are conducted routinely by the MDI every eighteen (18) months and that Assessment leads to the production by the OIV of a **PIRA Report**, which includes recommendations on whether the V-ICP needs to be modified to react to new integrity risks and threats. Moreover, the MDI has the discretion to conduct ad hoc PIRAs should he or she feel that the integrity risks faced by DeNovo may be heightened due to changing events, such as a decision to move into a new jurisdiction or where material changes have occurred within a jurisdiction in which we are already operating. Significant risks identified as part of a PIRA are included in the DeNovo Operations **Risk Register**.
  - b. adhering to and implementing in our integrity decision making process the **Concept of the 6Ps & the 2Ks™**, which is the notion that, in so far as counter-corruption is concerned, **Prior Preparation and Precaution Prevents Perversion and Prosecution**, and that ‘Preparation and Precaution’ turns on knowing and understanding the Jurisdiction in which you intend to operate and knowing the people and entities that you intend to engage with (e.g., public officials), work with (e.g., counterparties) and for (e.g., clients). Within this context, knowledge is secured by the attainment of information, and we secure that information through the application of our IDDPs, as set out in detail in our V-ICP.
4. Our IDDPs embrace variously (1) the identification and scrutiny of **Corruption Red Flags**; (2) the conduct of **Open Source Enquiries**, based upon heightened risk results and augmented, as necessary, by **Enhanced Due Diligence**, which may involve investigative activity including, but not limited to, reliance upon intelligence analysis and reports undertaken and produced by specialist third party providers; and (3) the requirement imposed by us on our prospective interlocutors and partners to answer our Integrity Interrogatories, an example of which – the **DeNovo Integrity Due Diligence Questionnaire for Prospective Business Partners**, which is based on and shaped by the answers to the questions posed in our prospective **Business Partners Risk Assessment Form**. The responsibility for managing and maintaining our IDDPs lies with the MDI and the Integrity Officers within the OIV. The OIV is therefore in the vanguard our of Risk-based Approach to countering corruption, as it is that Office that undertakes the actions required by our Protocols.

## 4 ANNEX– COUNTER-CORRUPTION AGREEMENT (AGENTS)

Below is an example of the Counter-Corruption Agreement (Agents), of which its form and contents would be incorporated into DeNovo’s process.

### COUNTER-CORRUPTION AGREEMENT (AGENTS)

THIS COUNTER-CORRUPTION AGREEMENT (“the Agreement”) is made.

#### BETWEEN:

- 1) **[CLICK OR TAP TO ENTER NAME OF BUSINESS PARTNER]**, of **[CLICK OR TAP HERE TO ENTER ADDRESS OF BUSINESS PARTNER]** (“the [Consultant]”); and
- 2) **De Novo**, a private limited company registered in Trinidad and Tobago and located at 1 DeNovo Place, 5264 Pacific Avenue, Point Lisas Industrial Estate, Trinidad and Tobago, West Indies, and represented for the purposes of this Agreement by Bryan Ramsumair, Managing Director (“**DeNovo**”)

each a “**Party**” and, together, the “**Parties**”.

#### BACKGROUND

- (A) DeNovo is an ethical and wholly independent upstream Trinbagonian energy company established in 2016 with the primary goals of (1) providing alternative gas sources and an increased gas supply to Trinidad’s Point Lisas Industrial Estate; and (2) ethically monetising proven natural gas reserves in the Gulf of Paria for the benefit of the petrochemical sector in Trinidad and Tobago.
- (B) The [Click or tap here to enter Name of Business Partner] operates in Venezuela and has been assessed by DeNovo as an entity that could assist it in furthering its business objectives, and the [Click or tap here to enter Name of Business Partner] has been engaged by DeNovo on this basis under a Contract dated XX XXXX 20XX (“**the Main Contract**”) to which this Agreement is annexed and to which it forms an integral part.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

#### DEFINITIONS

For the purposes of this Agreement, the following words shall have the following meanings:

- (i) “**Corruption**” means bribery, extortion, fraud, forgery or falsification, deception, collusion, coercion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, terrorist financing or any similar activity or sanctionable practices as defined by the multilateral development banks.
- (ii) “**Project**” means the evaluation of a gas field located in the Gulf of Paria Oeste, Venezuela.
- (iii) “**Services**” means the services provided under Attachment I of the Main Contract by the [Consultant] to DeNovo.

### I. THE PARTIES’ COMMITMENTS

Corruption



- 1.1. Each Party warrants and declares that, in relation to the Project and the Services provided thereunder, it will avoid and refrain from any act of Corruption as defined above and will not authorise or acquiesce in or willfully ignore any corrupt act or invitation. Except as permitted under the Party's respective gifts and hospitality policy, it will not make or receive, directly or indirectly, a payment or anything of value, except where the payment is legitimate compensation for services or goods legitimately rendered.
- 1.2. Each Party warrants and declares that it has not provided to the other or to any third party and will not provide to the other or any such third party, any written or oral information which it knows to be false, inaccurate, or misleading, or where it is reckless as to whether the information is false, inaccurate or misleading. Moreover, each Party declares that it has not knowingly withheld and will not knowingly withhold any written or oral information from the other or from any party entitled to receive it.

#### Counter-Corruption Obligations

- 1.3. The [Consultant] shall (1) have and maintain in place throughout the term of this Agreement effective anti-bribery policies and procedures that meet the integrity standards set by DeNovo, as contained in DeNovo's Integrity Compliance Programme for Venezuela ("the V-ICP"); or (2) adopt and maintain in place throughout the term of this Agreement the relevant provisions of the V-ICP. The [Consultant] shall provide to DeNovo upon request all information necessary to enable DeNovo to satisfy itself that the [Consultant] has effective anti-bribery policies and procedures in place and that those policies and procedures are functioning and effective.
- 1.4. The [Consultant] shall maintain complete and accurate accounting records of any payments made by it or any person associated with the [Consultant] or other persons who are performing services or providing goods in connection with the Main Contract and/or this Agreement and to make such records available for inspection from time to time at the reasonable request of DeNovo or its auditors or other advisers.
- 1.5. The [Consultant] shall sign a Compliance Certification, at **Annex I** to this Agreement, upon signature of this Agreement and annually thereafter whilst still under contract with DeNovo. Each party undertakes to comply with its respective ICP, which in the case of the [Consultant] must be judged by DeNovo to reach its integrity standards, national laws governing corruption and related offences, and, as appropriate, the counter-corruption obligations and the procurement guidelines of the appropriate client and/or beneficiary.
- 1.6. The [Consultant] shall ensure that all persons associated with the [Consultant] or other persons who are performing services or providing goods in connection with the Main Contract and/or this Agreement comply at a minimum with the standards set by DeNovo's ICP together with all applicable laws and regulations relating to anti-bribery and counter-corruption, including, but not limited to, those set out above.

#### Compliance

- 1.7. Each Party shall ensure that:
  - 1.7.1 its officers, employees, contractors and agents and other subsidiary entities comply with the Party's counter-corruption commitments, as expressed in this Agreement; and
  - 1.7.2 other organisations with which it contracts in connection with the Services provided under the Main Contract (including joint venture partners, contractors, consultants, sub-contractors, suppliers, and agents) provide written commitments to the Party that are equivalent to those provided by the Party in this Agreement. Each party shall take reasonable steps to enforce those commitments.

## 2. COMMITMENTS BY THE [CONSULTANT]

2.1 The [Consultant] reaffirms its undertaking that it and any individual or entity that works for it or that it is responsible for will not engage in Corruption either directly or indirectly or otherwise contravene any applicable laws when performing the Services in furtherance of the Project under the Main Contract or when otherwise working for or with DeNovo.

2.2 The [Consultant] shall declare to DeNovo without delay if:

2.2.1. it or any of its directors, board members, agents, representatives or personnel are the subject of any investigation or prosecution in connection with allegations of Corruption, including, but not limited to, criminal investigations for violations of national laws, administrative or regulatory investigations by regulators or integrity units of international organisations;

2.2.2. it or any of its directors, board members, agents, representative or personnel has ever been subject to any sanction, debarment, reprimand, fine or other penalty, administrative or criminal, imposed in connection with allegations of Corruption. This extends to temporary sanctions imposed pending investigation, trial, or sentence; and

2.2.3. any investigations, prosecutions or sanctions as set out in sections 2.1 and 2.2 above are imposed or notified to the [Consultant] after the signing of this Agreement. Such declaration shall be made as soon as practicable after notification of such investigation or sanction.

2.3 The [Consultant] undertakes as follows in relation to the Services provided to the Project under the Main Contract:

2.3.1 **Procurement process:** It has not collaborated with, and will not collaborate with, any organisation with which it or DeNovo is competing during any procurement process, unless so authorised by DeNovo.

2.3.2 **Procurement services:** If the [Consultant] is providing advice to DeNovo in relation to any procurement process:

2.3.2.1. it will not deliberately, knowingly, with willful blindness, or recklessly, recommend or approve any process which will provide an improper benefit or advantage to any individual or organization.

2.3.2.2. it will act impartially in making recommendations or decisions in relation to (a) prequalification submissions or tenders; and (b) the selection of any party to tender for, be nominated for, or win any project contract.

2.3.3 **Execution:** It will not, deliberately, knowingly, with willful blindness or recklessly, carry out, instruct, authorise, condone or be party to any of the following:

2.3.3.1. the provision of work, materials, equipment, or services which are not of the quality and quantity required under the relevant Project contract; or

2.3.3.2. the concealment of defective work, material, equipment, or services.

### 3. REMEDIES AND PENALTIES FOR CORRUPTION

3.1. The following remedies and penalties shall apply in the event of Corruption by either Party:

3.1.1 **Criminal Penalties:** If there is clear evidence of Corruption, the Parties have a duty to and shall make appropriate reports to the appropriate law enforcement authorities. Corruption may result in criminal liability for organisations and individuals.

3.1.2 **Contractual Penalties:** DeNovo shall have the right to terminate immediately the Main Contract inclusive of this Agreement without penalty in the event that it has satisfied itself that the [Consultant] engaged in Corruption. In any event, if an officer, employee, or Business Partner of either Party to this Agreement is found after due investigation to have been involved in Corruption, then the engaging Party shall terminate his or her or its contact immediately.

3.1.3 **Disqualification and Termination:**

3.1.3.1. Where Corruption by the [Consultant] has facilitated or is intended to facilitate the award of a Project contract to the [Consultant] or to DeNovo, and is discovered prior to the contract award, DeNovo shall disqualify the [Consultant] from all participation in the Project. Should the Corruption become apparent after the award of the contract, DeNovo shall have the right to terminate the contract with immediate effect without penalty.

3.1.3.2. Where Corruption by the [Consultant] affecting the Project takes place during implementation of the Project, DeNovo shall have the right to terminate the contract with immediate effect without penalty.

3.1.3.3. Where the [Consultant] fails to declare any investigation or sanction in accordance with the terms of this Agreement, DeNovo shall have the right to terminate the contract with immediate effect without penalty or, if no Project contract has been awarded, disqualify the [Consultant] from participation in the Project.

3.1.4 **Withdrawal:** If there has been Corruption in a pre-qualification, negotiation, tender, or nomination process in relation to the Project, and either Party was involved in that process but not involved in the Corruption, then the other party shall have the right to withdraw from the relevant process without liability.

3.1.5 **Indemnification and Remedy:** The Parties agree that the Party engaging in Corruption shall hold the other Party harmless against all of the adverse consequences of that corrupt practice or practices. For the avoidance of doubt, where Corruption by either Party has caused loss to the other, including, but not limited to, loss as a result of reputational damage, then the injured Party shall be entitled to recover from the guilty Party an amount equivalent to the amount lost by the injured Party as a result of the Corruption.

3.1.6 **Other:** The remedies and penalties provided for above will be without prejudice to any remedies and penalties that are available under any other contract between the Parties or under any applicable law.

### 4. DURATION OF THE AGREEMENT

4.1 This Agreement comes into full force and effect as soon as (1) it has been signed by both parties; and (2) it forms an Annex to the Main Contract upon that contract being signed by both Parties. This Agreement cannot be terminated or varied except by the written agreement of both Parties.

## 5. DISPUTE RESOLUTION

- 5.1. In the event that a dispute arises out of or in connection with this Agreement, the Parties will attempt where possible to resolve the dispute amicably through friendly consultation.
- 5.2. If the dispute is unable to be resolved by the Parties in full or in part by the manner outlined above within fifteen (15) business days of the dispute being notified by one Party to the other, then any outstanding issues shall be submitted exclusively to final and binding arbitration in London, England and in accordance with (1) the UNCITRAL Arbitration Rules in force at the time of the dispute; and (2) the laws of England. For the avoidance of doubt, the seat of arbitration shall be London, England and the governing law of this Agreement shall be English Law. The arbitrator's award shall be final, and any court of competent jurisdiction within England may enter judgement upon it.

**IN AGREEMENT WHEREOF** the Parties have duly affixed their signatures on [Click or tap to enter a date.](#)

SIGNED for and on behalf of the [Consultant] by:

SIGNED for and on behalf of DeNovo by:

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[Click or tap here to add name](#)

[Click or tap here to add title](#)

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[Click or tap here to add name](#)

[Click or tap here to add title](#)