



Allied Project Services Ltd

107 Cheapside, London, EC2 V6DN

Telephone: +44 203 053 8683

Web Site: AlliedProjectServices.com

Allieds Project Services Ltd, Terms and Conditions

The following Terms and Conditions apply when YOU / YOUR project is selected to undertake our **DESKTOP REVIEW SERVICE** and, subject to identified interested equity investors and debt lenders, are offered a **CONTRACT OF SERVICES** herein referred to as the “**CONTRACT**”.

TERMS under the DESKTOP REVIEW

Selection Process Stages

1. **An Executive Summary, listing all available support documents**
2. **A conference call**
3. **Confirmation of selection by ALLIED and,**
4. **Agreement from YOU that ALLIED are exclusively mandated to undertake the DESKTOP REVIEW for funding for an agreed period to be entered into the mandate.**
5. **A list of any brokers, or any other sources of investment up to the signing of Allieds exclusive mandate.**
6. **Agreement on the Management Fee, payable if a CONTRACT of SERVICES is executed. (See TERMS UNDER the CONTRACT of SERVICES-COMPENSATION)**
7. **Access to YOUR data room to select support documents or transfer of support documents to a secure data room provided by ALLIED**

DESCRIPTION OF WORK: Once stages 1-5 are complete, ALLIED will undertake a high-level review of YOUR project, to verify YOUR project cashflows and business plan against 1. Technology, 2. Permits, 3 Contracts, 4 Strategic Partners such as EPC and O&M. During this period, ALLIED will seek the interest of Investors (EQUITY) and Lenders (DEBT) for your project and if required approval of your project for Financial Guarantees.

The **DESKTOP REVIEW** shall be complete; once all necessary supporting documentation is complete and in the data room, and interested Investors and Lenders are identified and a **DESKTOP REPORT** issued.

The completed **DESKTOP REPORT** is prepared on your behalf by ALLIED for the execution of the **Contract of Services**, the “**CONTRACT**”. ALLIED retains the property and copyright to the **DESKTOP REPORT** which will form the basis of the **CONTRACT**.

On agreement of the **CONTRACT**, the **DESKTOP REPORT**, and all supporting documentation shall then be made available to the interested Investor and/or Lender for their due diligence and investigations. During this time ALLIED will manage the interactions between YOU and the Investors/Lenders and Underwriters.

Where the **CONTRACT** is not executed Allied will delete all the supporting documents and the **DESKTOP REPORT** and close the data room and advise the interested Investor/Lender and Underwriter accordingly.

DESKTOP REVIEW / REPORT- TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary the **DESKTOP REVIEW** Terms and Conditions shall be binding unless hereafter made in writing and signed by YOU and ALLIED. These terms supersede all previous Terms and Conditions.

DESKTOP REPORT COMPENSATION: There are no charges or Commitment Fee requirement for the **DESKTOP REVIEW** and the final **DESKTOP REPORT**, providing Allied are exclusively mandated to undertake the **DESKTOP REVIEW** and authorised to seek Investors and Lenders for an agreed period within the Mandate. See Selection Stages 4,5 and 6



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TERMS UNDER the CONTRACT of SERVICES

DESCRIPTION OF WORK: At the end of the **DESKTOP REVIEW**, ALLIED shall provide YOU with a **CONTRACT OF SERVICES** hereinafter called the "**CONTRACT**" to YOU.

The **CONTRACT** will contain; -

1. A scope of management to reach financial close,
2. A financial mandate,
3. An indication of the interested Investors / Lenders,
4. A **Management Fee** to execute the **CONTRACT**,
5. The **Success Fee** due on financial close. (**see Compensation**)

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary the **CONTRACT** Terms and Conditions which shall be binding unless hereafter made in writing and signed by YOU and ALLIED. In the event of any conflict between the **CONTRACT** and these Terms and Conditions, these Terms and Conditions shall take precedence.

COMPENSATION: ALLIED charge a **Management Fee** and a **Success Fee** on financial close.

The **Management Fee** will be based on expected services to manage the capital raising process, prescribed by the sourced prospective Investors and / or Lenders and work with YOU to bring YOUR project to a successful close. For selected clients and subject to the profile of the project, this fee may be held in Escrow and subject to payment terms and performance milestones agreed by ALLIED and YOU.

THIS FEE IS DEDUCTED FROM THE SUCESSS FEE AT FINANCIAL CLOSE

The **Success Fee** is based on the total amount to be raised and whether the funding requirement is EQUITY or DEBT or both.

TERMINATION: Either party may terminate the **CONTRACT** upon thirty (30) days' notice in writing. If either party breaches the **CONTRACT** or fails to remedy such breach within thirty (30) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the **CONTRACT**.

Upon non-payment by YOU of ALLIED's invoices as prescribed under **COMPENSATION** by the due date, then the duties, obligations, and responsibilities of ALLIED are terminated.

EXCLUSIONS: Except as specifically described in the **CONTRACT**, Allied's investigation or recommendations will NOT address or evaluate pollution of soil or pollution of materials or pollution of groundwater under any circumstances. In addition, Allied will NOT provide any advice on design, plans, specifications of the equipment and facility.

PROFESSIONAL RESPONSIBILITY: In performing the **CONTRACT**, ALLIED will provide and exercise the standard of care, and diligence required in the performance of the **CONTRACT** at the time and the location in which the services were performed.

LIMITATION OF LIABILITY: YOU release ALLIED from any liability and agree to defend, indemnify and hold ALLIED harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the **CONTRACT**, excepting liability arising from the sole negligence of ALLIED.



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It is further agreed that the total amount of all claims YOU may have against ALLIED under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of the **CONTRACT**, shall be strictly limited to the **Management Fees** paid to Allied for the services OR a MAXIMUM of £250,000 sterling.

No claim may be brought against ALLIED more than two (2) years after the cause of action arose. As YOUR sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and /or asserted only against ALLIED and NOT against any of ALLIED's employees, officers and directors.

ADDITIONAL SERVICES AND BENEFITS FROM THIRD PARTIES: Any additional services or benefits provided by third parties outside of those provided to ALLIED are subject to the TERMS and CONDITIONS of the third parties and may be subject to Fees paid directly to them prior to commencing their services.

DOCUMENTS: The **DESKTOP REPORT** prepared by ALLIED in connection with the **CONTRACT** are for the execution of the **CONTRACT**. ALLIED retains the property and copyright in the Report. If the **CONTRACT** is not executed the Report and YOUR supporting documents will be deleted from our files and written confirmation provided.

In the event ALLIED's documents are subsequently used, reused or modified in any material respect by YOU without the prior consent of ALLIED, YOU agree to defend, hold harmless and indemnify Allied from any claims advanced on account of said reuse or modification.

PROFESSIONAL SERVICES TERMS AND CONDITIONS: ALLIED cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). YOU shall release, indemnify and hold ALLIED, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, shall remain the property of ALLIED, are not to be used for any purpose other than that for which they were transmitted and are not to be retransmitted to a third party without ALLIED's written consent.

FIELD SERVICES: ALLIED shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with subcontractor work on the **CONTRACT** and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. ALLIED shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the **CONTRACT**.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of England and Wales (Where the majority of the Management Services are performed). ALLIED shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, colour, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either YOU or ALLIED, YOU and ALLIED shall attempt to resolve any dispute between them arising out of or in connection with the **CONTRACT** by entering into structured non-binding negotiations with the assistance of an international mediator to be mutually agreed on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration according to laws of the jurisdiction in which the majority of the Management Services are performed or elsewhere by mutual agreement.

ASSIGNMENT: YOU and ALLIED shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition, or covenant of the **CONTRACT** is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the **CONTRACT** shall be binding on the YOU and ALLIED.

End of Terms and Conditions