

Attention: Dr. Khalid Khalafalla
Chief Executive Officer

Ref. ESK/L 25:032 Uen Rev A
Date: Amman 14th August 2025

The Islamic Corporation for the Insurance of Investment & Export Credit (ICIEC)

Subject: Response to ICIEC Notice of Termination – Ref. ICIEC-27782

Dear Dr. Khalid,

السلام عليكم ورحمة الله وبركاته

This letter is in reference to your notice of termination dated the 9th of July 2025 and your response to our letter. We respectfully yet firmly reject the conclusions reached in your correspondence. ICIEC assertions neither reflect the contractual reality nor the history of this long engagement.

ESKADENIA has throughout the duration of this engagement maintained consistent commitment to delivery and demonstrated unusual flexibility in accommodating the ICIEC continued scope expansion, new and evolving business requirements. We see no recognition of this capability.

It is evident that the agreed scope of the original agreement was delivered on the ICIEC Server already in 2020. The ICEIC staff illegally withheld the UAT of the delivered Credit Systems and insisted on the inclusion of out-of-scope requirements as listed in the 2020 signed Change Request. This process was unfortunately repeated several times in 2021, 2022 and 2024. When we finished the 2024 Change Request, ICIEC insisted on the inclusion of yet another list of additional requirements and refused to agree on the payment for them.

This above hostile acts solely caused by ICIEC lack of scope control resulted in compromised boundaries of the original agreement even though the systems were delivered with all agreed original requirements. ESKADENIA has been forbidden by ICIEC to support the delivered systems through a unilateral decision to withdraw access to the servers.

We would like to summarize the ESKADENIA legal and justified claim for the payment of the following finished deliveries;

1. The last 20% of the delivered products Licenses valued at 221,400 USD,
2. The last 20% of the Professional Services of SOW No.1 valued at 199,550 USD,
3. The last 50% of Change Request 1 valued at 37,500 USD,
4. The last 50% of Change Request 2 valued at 39,990 USD,
5. The last 50% of Change Request 3 valued at 87,400 USD,
6. The last 50% of Change Request 4 valued at 57,500 USD,
7. Additional efforts of around 3,500 Man Days valued at 1,330,000 USD.

We would like to state that the issuance of the termination notice without prior formal conciliation constitutes a harmful act to ESKADENIA financially and otherwise.

ESKADENIA fully reserves its rights to;

- Seek compensation for the above claims plus legal costs and overruns caused by ICIEC,
- Enforce the non-disclosure provisions under the relevant agreements & applicable UK Law,
- Initiate or defend claims in appropriate forums should this matter not be resolved amicably.

ESKADENIA maintains comprehensive records of project communication and documentation that demonstrate continued compliance with the bilateral obligations including delivery. The products have been delivered and are currently on the ICIEC servers ready for usage, as in accordance with the agreed original project scope and Change Requests.

The ICIEC request of the Source Code is utterly illegal as the Source Code is the sole and exclusive Intellectual Property of ESKADENIA as stipulated in the contractual terms and in line with industry practices. Consequently, this request is without legal basis.

We repeat that ESKADENIA may consider the delivery of the Credit Insurance System's Source Code for the sole use of ICIEC if we agree on reasonable commercial terms and conditions for such a new transaction.

We trust the above clarifications provide new steps ahead and hence we suggest a meeting be held between our legal representatives. The purpose of this meeting is to agree on a balanced understanding of the case at hand, based on actual evidence.

Our legal representatives should be able to suggest a plan for the decision makers to proceed forward towards a win- win and an amicable solution. We trust ICIEC will engage constructively in resolving this matter without recourse to prolonged dispute resolution.

Sincerely,



Nael Salah
ESKADENIA Software
Managing Director

Copy to:

Mr. Omar Eltaweel
Legal Representative Attorney at Law

Ms. Doha Abdelkhaleq
ESKADENIA Software
Legal Counsel - Managing Partner