



Ref. No: 80 / CEO - OFFICE / 27782-2 / 47
Date: (06 / 02 / 1447H - 31 / 07 / 2025G)

Mr. Nael Salah
Managing Director
Eskadenia Software
233 Malbas Complex
Al-Madina Al-Munawwara Street
Amman, Jordan

Subject: Re Notice of Termination of Agreements Between ICIEC and Eskadenia Software

Dear Mr. Salah,

We acknowledge receipt of your letter dated 23 July 2025 in response to ICIEC's Notice of Termination of Agreements Between ICIEC and Eskadenia Software dated 9 July 2025 (the "**Notice of Termination**") with respect to the ITS Implementation Agreements. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to them in the Notice of Termination.

After carefully considering the contents of your letter, we find that the assertions made by Eskadenia do not disprove the documented and persistent material breaches previously communicated by ICIEC. We respond to your contentions as follows:

- i. ICIEC categorically rejects the assertion that the issues raised in the Notice of Termination were either unfounded, resolved, or under active resolution. On the contrary, the grounds cited in our Notice of Termination are based on documented, recurring, and material breaches that persisted despite numerous written communications, escalation meetings, and reasonable opportunities to cure. Such escalation meetings and communication do not constitute acceptance, waiver, or resolution of non-performance. ICIEC repeatedly issued formal notices highlighting failures to meet agreed deliverables, missed milestones, and unauthorized personnel changes. These concerns were not remedied in a timely and adequate manner.
- ii. While ICIEC recognises that each agreement has its own legal force, the ITS Implementation Agreements are contractually and operationally interdependent. Eskadenia's obligations under the MSA, SOW#1, CRs, and License Agreement were integrally linked and must be read together in light of the integrated service delivery they were designed to achieve. Therefore, the Notice of Termination remains valid

regarding the ITS Implementation Agreements as indicated by ICIEC. It will be apt to note that termination does not require the acceptance of Eskadenia to be legally effective.

- iii. ICIEC firmly rejects the suggestion that the Notice of Termination was issued in violation of contractual terms. Termination was carried out in full compliance with Clauses 13.1, 13.5, and 16.2 of the MSA, Clause 4 of the License Agreement, and the relevant provisions of SOW#1. Ample prior written notices, formal communications, and opportunities to cure were afforded to Eskadenia between March 2022 and May 2024, which remain fully documented on ICIEC's end.
- iv. Your assertion that the systems were delivered overlooks the fact that the core modules, including the Credit Insurance and Reinsurance system and the related Portals, were not accepted as delivered nor were they operationalised in a Go-Live-ready state. ICIEC's contractual rights to tie milestone payments to deliverables were clearly stipulated under Clause 12.3 of SOW#1 and Clause 4 of the License Agreement. Eskadenia's delays, despite CR-driven extensions, led to operational disruptions and unjustifiable costs.
- v. ICIEC reiterates that Eskadenia prematurely represented systems as ready for User Acceptance Testing (UAT) and Go-Live despite independent technical assessments and end-user testing demonstrating otherwise. These misrepresentations were not trivial but resulted in considerable resource reallocation and loss of confidence in the project trajectory.
- vi. ICIEC does not accept that Eskadenia's failure to complete CRs can be excused by internal complexity. CR 01/2021, CR 01/2022, and CR 01/2024 were formally executed and carried binding obligations. Eskadenia's failure to fulfil lifecycle requirements, contrary to Appendix A, Section 7 of the MSA, remains a matter of record and materially justifies termination.
- vii. Changes to key personnel were made without ICIEC's prior written approval, in breach of Clauses 6 and 10 of the MSA. Eskadenia's reliance on ICIEC's internal IT resources, rather than independently resourcing the project, was never agreed upon and undermined project sustainability.
- viii. Eskadenia's refusal to hand over source code and related deliverables is in direct contravention of Clauses 6.6 to 6.8 of the MSA, which, while recognising the same as ICIEC's property, mandate the return of all materials produced in the course of the engagement upon termination. This is required to assess deliverables and facilitate independent project closure. The insinuation of financial arrangements by Eskadenia to carry out this contractual obligation is an attempt at unjust enrichment and further puts Eskadenia in a peculiar reputational position.



- ix. While ICIEC acknowledges the long duration of engagement, the record of non-compliance, incomplete deliverables, and deviation from governance frameworks speaks to a systemic failure of performance, not merely to isolated issues. ICIEC's formal communications over the past three years have been consistent, documented, and solution-oriented.
- x. ICIEC is open to continued communication on the logistics of transitioning the project materials and conducting a final reconciliation. However, this should not be construed as waiver of its legal rights. ICIEC expressly reserves all rights and remedies, including damages and indemnification, under the applicable contracts and governing laws.

In light of the foregoing, ICIEC firmly maintains that the grounds for termination are unequivocally substantiated. Eskadenia's repeated failures to perform, coupled with its continued disregard for contractual obligations, have left ICIEC with no alternative but to enforce termination. ICIEC hereby demands full and immediate compliance with all post-termination obligations, including, without limitation, the prompt and unconditional handover of all deliverables, documents, source code, and associated materials within fourteen (14) days of the date of this letter. For the avoidance of doubt, this is a final deadline, and no further extensions will be granted. Any failure to do so will be treated as a further material breach, and ICIEC will pursue all available legal remedies without hesitation.

While ICIEC remains open to discussions, such engagement will occur strictly within the confines of the contractual terms and without prejudice to any of ICIEC's rights.

Sincerely,



Digitally signed by Mohamud
Hussein Khalif
Date: 2025.07.31 16:34:09
+03'00'

Mohamud Khalif
Officer-in-Charge, ICIEC

