



Smarter People Solutions

VIQU Limited General Terms and Conditions for Professional Services ("Terms and Conditions")

1. Definitions and Interpretation

1.1. Capitalised words have the following assigned meaning:

"Agreement": the contract which constitutes acceptance of an Order, or any subsequent orders based on the Order, that incorporates these Terms and Conditions, as set out in section 2;

"Client": The person, company or organisation procuring professional services from VIQU;

"Confidential Information": any information provided by one party (or its affiliates) to the other party (or its affiliates) relating to it, its affiliates, its or its affiliates' business or the subject matter of this Agreement (including but not limited to, information relating to trade secrets, industrial and intellectual property rights, patents, designs, design rights, copyrights, know-how, inventions, discoveries, improvements, formulae, techniques, specifications, test methods, recipes, procedures, processes, drawings, manuals, codes of practice, instructions, catalogues, ideas, facilities, plant and equipment, business methods, finances, prices, business plans, marketing plans, development plans, manpower plans, sales targets, sales statistics, customers and suppliers) and whether transferred orally, visually, electronically or by any other means;

"Deliverables": the goods, materials, licenses and/or services (and any physical results thereof) described in or otherwise required or delivered pursuant to the Agreement;

"Expenses": any agreed expenses to be paid by you;

"In Writing": communication sent in written form, by letter, email, text message or fax;

"Late Payment Charge": applies if the Client fails to pay an invoice within the time set out in the Payment Terms;

"Order": the work order detailing, amongst other things, the Deliverables, and the charges that together with these Terms and Conditions forms the Agreement;

"Payment Terms": the payment terms as set out in the Order, with a default term



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of 30 calendar days from the date of receipt of invoice in accordance with the Agreement;

“VIQU”: VIQU Limited and any subsidiary undertakings from time to time;

“Special Terms and Conditions”: any variation of these Terms and Conditions agreed and signed in relation to a specific Order, or a specific agreed procurement framework referenced in the Order. Any Special Terms and Conditions take precedence over these Terms and Conditions.

2. Acceptance of Order

2.1. The signature of the Order constitute the formal acceptance of the Order along with the Terms and Conditions and any Special Terms and Conditions.

2.2. Regardless of the date of the acceptance of the Order, these Terms and Conditions shall, absent of any signed agreement between both parties on the contrary, be effective from the commencement of provision of any Deliverables.

3. Provision of Deliverables

3.1. VIQU will provide the Deliverables as set out in the Order to the best of its endeavour. If VIQU, for any reason, cannot provide a Deliverable in accordance with the Order, VIQU will raise this In Writing to the Client immediately. The Client agrees to work constructively with VIQU to resolve any issue related to the Deliverable.

4. Acceptance of Deliverables

4.1. If provision of a Deliverable is delayed or prevented due to the Client not meeting the agreed obligations, then this shall not constitute a valid reason to reject or delay acceptance of the Deliverable.

4.2. For services based on time and material, VIQU will supply timesheets for each consultant on a monthly basis. These timesheets shall be approved In Writing within five (5) working days. Any dispute over timesheets must be raised In Writing before the end of these five (5) working days.

4.3. Timesheets can only be rejected by the Client if there are valid grounds for such rejection. Any rejection must be done In Writing. The Client agrees to work constructively together with VIQU to resolve any issue leading to the timesheet rejection.

4.4. For any Deliverable provided to the Client, there is a five (5) working days



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assessment period during which the Client may evaluate the Deliverable. During this period, any disputes over the Deliverable should be raised In Writing by the Client. If no acceptance of a Deliverable has been provided within five (5) working days, then the Deliverable should be deemed as accepted by the Client.

4.5. Disputes with regards to Deliverables can only be made with reference to the Agreement, or any legal or statutory regulation related to the Deliverable.

5. Confidentiality

5.1. The Agreement and all its constituent parts are regarded as Confidential Information.

5.2. Except where freely and publically available prior to disclosure, neither party shall disclose any Confidential Information to any third party for any purpose other than what is strictly necessary to provide the Deliverables.

5.3. All Confidential Information must be stored and handled in a secure way and, on demand, either be destroyed or returned.

6. Fees and Charges

6.1. The Client agrees to pay the fees and charges in accordance with the Payment Terms set out in the Order, the Terms and Conditions or Special Terms and Conditions in that order of precedence, without any deduction, set off or counterclaim.

6.2. A Late Payment Charge is applied if the Client has not paid an invoice within the time set out in the Payment Terms, calculated as the Bank of England base rate plus 8%, accrued on a daily basis.

6.3. All fees are subject to value added tax which shall be charged in addition and, for the purpose of calculating our fee, fees in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice.

6.4. VIQU payment terms are any invoices submitted need to be paid within 14 days of the date of the invoice being raised and delivered to the client

7. Termination

7.1. Either party may terminate the Agreement immediately without liability and without prejudice to any right for relief for any material breach of any of the terms herein.



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7.2. Either party may terminate the Agreement for any reason subject to a notice period as set out in the Order or unless specified, 30 calendar days. The agreed fees and charges will continue to accrue during this notice period as specified in the Agreement, which will be in force throughout the notice period.

7.3. Either party may terminate the Agreement if the other shall commit an Insolvency Event, namely that it becomes insolvent within the meaning of the Insolvency Act 1986 or has a receiver appointed or an order or resolution made to wind it up or enters into any arrangement or composition with its creditors or passes a resolution to cease trading or actually ceases trading or being an unincorporated body is dissolved or declared bankrupt.

7.4. Any termination notice should be provided In Writing to the other party.

8. Liabilities

8.1. VIQU warrants that it will maintain sufficient insurance coverage to meet our obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, we will maintain at our sole cost and expense at least the following insurance covering our obligations under this Agreement: (a) professional indemnity insurance with an aggregate limit of at least £2,000,000 (two million); (b) public and product liability insurance of at least £2,000,000 (two million); and (c) employer's liability insurance with minimum cover of at least £10,000,000 (ten million).

9. General Terms

9.1. The Client agrees to provide, without any delay, any information, materials, equipment, contacts or office premises required by VIQU to provision the Deliverables.

9.2. The Client agrees to not approach any of VIQU's consultants offering employment or any other engagement for a minimum of twelve (12) months after the termination of the Agreement.

9.3. The laws of England and Wales govern these Terms and Conditions and the English Courts shall have sole jurisdiction.

9.4. The definitions and meanings herein apply throughout, and each portion of these Terms and Conditions, defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.



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- 9.5. The Agreement may not be assigned to any other party without the express authority from VIQU to do so. VIQU may assign these Terms and Conditions with the prior approval In Writing from the Client, and VIQU may assign or subcontract elements of Agreement, including debt, payment or invoicing arrangements with prior approval In Writing from the Client.
- 9.6. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy
- 9.7. These Terms and Conditions may not be varied except by the mutual agreement In Writing between both parties.