

Terms of Business



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1. RedQuadrant Ltd is a limited company registered in the UK (company number 6944005) address: 7 Bell Yard, London, WC2A 2JR, UK, represented by director, Benjamin Taylor (hereinafter as: **RedQuadrant**), set out these Terms of Business (hereinafter: **the Terms**) that apply to any and all work in the scope of our registered service for which we are engaged by a client (hereinafter as: **the Client**), who is in need of such and is entity identified in an engagement letter or proposal (hereinafter: **the Services**).
2. RedQuadrant also refer to as: "RQ", "we", "us", or "our" and the Client also refer to as: "you", "yours" or "your", also separately as "a party" or jointly referred as: "the Parties".
3. All nouns in the Terms are gender neutral and refer to both masculine and feminine unless the context obviously indicates differently. When the context requires, singular nouns and pronouns include the plural and vice versa.
4. By sending an engagement letter or proposal to us, you considerably make a serious business offer to us (hereinafter: **the Offer**), to enter in a contractual obligation with us in regard to the Service you are in need of, and that we offer.
5. By signing the Offer by both duly authorized legal representatives, you hereby accept and agree to the Terms set hereunder, which together form an agreement between the Parties (hereinafter: **the Agreement**), replacing any and all prior oral or written understandings or agreements that were subject to the Terms.

The Service

General note

6. As set in the preceding clauses of the Terms, we will provide the Services requested in the Offer, in accordance with specifications required, including but not limiting to: objectives, targets, materials and outputs of the Service (hereinafter: **the Deliverables**), commencement date, name of a person or persons employed or hired by RedQuadrant (hereinafter: **the Personnel**) time frame, deadlines, location of work, price. If no location is named, we hold the right to determine, at our sole discretion the location from where the Services will be performed.

Personnel

7. If the Personnel is named in the Offer, as set in the clause 6, we will use all reasonable endeavours to provide requested person or persons. In case any person of the named Personnel is not available or able to engage in work and provide the Services, or for any other reasons, we will offer a replacement in a written offer sent to you (hereinafter: the Offer of replacement), which will be considered as an accepted if you confirm such in short notice. Confirmation of the Offer of replacement will also be considered accepted if you don't send objection to the offered replacement within the 48 hours from the date that the Offer of replacement was sent to you.
8. You agree that, from time to time and subject to reasonable notice, our personnel may need to attend training programmes to develop their professional skill and knowledge. If you request the Service to be performed at your premises, The Personnel will comply with necessary safety and security standards applicable to those premises, if these are notified to us prior to the commencement of the Services. You will provide a safe and secure working environment for the Personnel.
9. Neither party shall not discriminate, within the meaning and scope of the governing law, (whether

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in relation to race, gender, disability, religion or otherwise) any person, part of the Personnel.

Subcontracting

10. We are entitled to subcontract any part of the Services to third parties from time to time, without prior consent of the Client, except in cases where specific personal performance of RedQuadrant is regard to clause 7 (Personnel), provided that RedQuadrant will at all times, remain responsible for non-performance of any part of the Service subcontracted to a third party (hereinafter: the subcontractor). The subcontractor will be liable for the performance of the subcontracted part of the Service, pursuant to the Agreement.

Timetable

11. We will use reasonable efforts to carry out the Services our in accordance with the time frame and deadlines agreed. However, time frame and dates may be indicative, which needs to be stated in the Offer explicitly.

Contact management

12. The Parties may assign a contact who will be responsible for managing all issues relating to the performance of the Agreement.

Deliverables

General

13. In regard to the Service we may, at the request of the Client, provide representations of work in progress (hereinafter **the draft of the Deliverables**), which is not definitive and subject to changes, and does not represent the Deliverables.
14. The Client may be in a need for immediate assistance or consultations in regard to the Service and within the Agreement, including but not limiting to answers on enquiries over the telephone or in meetings on an informal basis, as matter of urgency. We will provide an assistance on that matter in accordance with the following

rules. If a request for immediate assistance or consultation in scope of the Service within the Agreement, as stated above, requires additional time or cannot be answered in short notice due to including but not limiting: complexity, we hold the right to emphasize that the answer is not complete and that should be taken and considered as an opinion or information, waiving any professional liability of RedQuadrant for the provided answer.

15. You should neither act nor refrain from acting on the basis of such answers unless we confirm them to you in writing.

Acceptance

16. The Deliverables will be considered accepted by you when the criteria in the Offer, if any, have been met or when you make any productive or live use of the Deliverables, whichever occurs first. Where no criteria are specified, the Deliverables will be accepted on delivery to you.

Intellectual property rights

17. Intellectual Property or just "IP" refers to creations of the mind including but not limiting to inventions, literary and artistic works, maps, symbols, images, computer programs, design, plant varieties. Intellectual property rights commonly refer to: patents, trademarks, industrial designs, geographical indications, topography rights, plant variety rights, trade secret, unfair competition, copyright and rights related to copyright.
18. Background Intellectual Property means, with respect to each party in the Agreement, such intellectual property rights owned by or licensed to such party either prior to, or independent of the Services being provided pursuant to the Agreement. Each party shall retain all rights in their Background Intellectual Property without exception, and nothing in the Agreement will be interpreted against this provision unless otherwise agreed.

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19. The Client acknowledges that RedQuadrant will retain ownership of all intellectual property rights arising and in connection with the performance of the Services.

20. In respect to the clause 19, RedQuadrant hereby grants and the Client accepts, a non-transferable, non-exclusive, royalty-free licence, to the maximum extent permitted by the Law, on the territory of the UK, Europe and Australia (hereinafter: the License) for the use and exploitation of intellectual property rights, excluding the rights on (modifying; renting; copying- except making a spare copy for own use; selling; publishing) that subsides or may subsides in the Deliverables, for the Client's own use, unless otherwise agreed or in case of cancellation of the Licence by RedQuadrant.

21. The owner of the Deliverables is the Client, subject to clause 20.

Working papers

22. Working papers and other internal documents and materials created during the performance of the Services belong exclusively to us and will not be provided to you.

The Client's responsibilities

General

23. Our performance is dependent on you co-operating with us and carrying out your responsibilities as set out in the Agreement. We shall not be responsible for any delay or any other consequences resulting from your failure to perform any of your obligations under the Agreement. Any failure to comply with the provisions of the Agreement may lead to an increase in our fees and expenses, depending upon the extent to which such failure impacts upon our ability to provide the Services.

Information and materials

24. You agree to promptly provide all information and materials reasonably required to enable us to provide the Services. You agree that all

information disclosed or to be disclosed to us is and will be true, accurate, complete and not misleading in any material or legal respect. We will rely on and will not independently verify the truth, accuracy and completeness of such information and materials.

Your staff

25. You will ensure that your staff are available to provide such assistance as we reasonably require and that we are given reasonable access to senior management, as well as any members of your staff specified (if any) in the Offer to enable us to provide the Services. You will ensure that your staff have the appropriate skills and experience. If any of your staff fail to perform as required, you will make suitable additional or alternative staff available.

Premises and facilities

26. The Client will make available, free of charge, access to premises and facilities subject to reasonable safety and security requirements. The Client will provide suitable space on your premises as may be required to enable RedQuadrant to deliver the Services specified under the Agreement.

Suppliers and other third parties

27. Where you are using or providing us with third party information, support or materials including but not limited to where you are employing other suppliers whose work may affect our ability to provide the Services, you will ensure that you have appropriate agreements (including, without limitation, software licences) in place with those third parties to enable us to perform the Services under the terms of the Agreement. Unless specifically agreed in writing, you will be responsible for the management of the third parties and the quality of their input and work. You are solely responsible for any third party's hardware, software or communications equipment used in connection with the Services, unless otherwise agreed.

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Fees and payment

28. You agree to pay RedQuadrant a fee, specified in the Offer for the Services provided to you, under the terms of the Agreement (hereinafter: the Fees).
29. The Client will make payment of the Fees, and the Expenses (if any), against an invoice issued by us, in accordance with instructions set therein which becomes due on the 14th of day from the day of the issue, unless specified differently.
30. The Fee will be exclusive of value added tax (VAT) and any other local taxes as applicable. To the extent that VAT is properly chargeable on the Services, you will pay such VAT as an addition to the payments otherwise due to RedQuadrant.
31. Where there is a change of the Law regarding calculation or rate of VAT, including but not limiting to interpretation of HMRC or any court or tribunal decision, the VAT chargeable shall be amended accordingly and a letter stating this change produced. Such change will not constitute nor will be considered as a change of or amendment to the Agreement.
32. RedQuadrant holds the right to charge an interest at a rate of 8 % per annum above the Bank of England base rate, on any amount including but not limiting to the Fees and the Expenses overdue but not paid, calculated on a daily basis from the due date until the date of payment in full (both before and after judgment). The rate is subject to change in accordance with the Law.
33. A debt recovery fee may be charged in accordance with the latest limits set out in any late payment legislation including the Late Payments of Commercial Debts (Interest) Act 1998 (as amended) and any regulations made under the powers contained in this Act. The amount of the debt recovery fee will depend on the size of the debt. You will be liable to pay to RedQuadrant any

additional costs, fees or charges that we may incur in connection with enforcement of any amount owed by you to RedQuadrant including, but not limited to court fees and legal expenses.

34. No payments made to any third party by you will reduce or waive any of the cost as due under this Agreement.

Expenses

35. In the performance of the Services additional expenses may be incurred, other than the Fees, including but not limiting to travel, accommodation and incidental expenses (hereinafter: the Expenses). The Expenses will be VAT inclusive. We shall keep our best to have the Expenses reasonable and strictly related to performance of the Services.
36. We will seek to obtain authorisation from you before these expenses are incurred. In case the Client objects to that cost, and we are unable to conduct the Service, this will be considered breach of the Agreement by the Client.

Set off

37. The Client is not allowed to hold back any payment due to us as a set-off or credit or counterclaim in relation to money that you think RedQuadrant owes to you unless permitted by the Law. However, upon notice to you, RedQuadrant may set off any amount you owe RedQuadrant against any amount RedQuadrant owes you.

Term, termination and suspension

Duration of the Agreement

38. The Agreement is effective from the commencement date stated in the Offer, if any, or the commencement of our provision of the Services, whichever is the earlier.
39. The Agreement is terminated after the Services have been successfully completed and the Deliverables delivered to the Client, unless it is terminated earlier in accordance with the terms set out below.

Termination on notice

40. The Agreement may be terminated by either party to the Agreement, at any time by giving the other party a minimum 30 days' written notice, unless otherwise agreed.

Termination for breach

41. The Agreement may be terminated by either party to the Agreement, on a written notice with immediate effect if the other party commits a material breach of any term of the Agreement which is not remedied within 30 days of a written request to remedy the same (or, if it is not practical to remedy the breach within such period, where reasonable steps have not been taken within the 30 days towards remedying the breach).

Termination for insolvency

42. The Agreement may be terminated by either party to the Agreement, on written notice with immediate effect if the other is unable to pay their debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any reason to carry on business or in the reasonable opinion of the other party any of these events appear likely.

Suspension of the Agreement

43. We may suspend the Agreement while circumstances exist which, in our reasonable opinion, materially adversely affect the basis on which the Agreement was entered into or our performance of it. If, following suspension of the Agreement, we both agree to resume performance of it, we will first agree any changes to the Agreement which may be necessary as a result of its suspension, including fees, costs and timetable. If such a period of suspension exceeds 30 days, we may terminate the Agreement with immediate effect by written notice to you.

Effect of termination

44. On the termination of the Agreement you will pay us for the Services provided up to the date of termination and (without prejudice to any right to recover additional amounts at law), for additional costs we reasonably incur as a result of the early termination of the Services, for example costs relating to subcontracts or relocation costs. We will take reasonable steps to mitigate any such additional costs. Unless specified otherwise in the Offer where the Services have been provided on a fixed price fee basis, you will pay us all sums due at the date of termination in accordance with the payment plan set out in the Offer plus any related holdback, together with fees on a time and materials basis for Services provided after the date of the last applicable payment under the payment plan.

Return of property

45. Upon termination of the Agreement each party will return to the other any property of the other that it then has in its possession or control (including documentation stored in magnetic or electronic format), except that we may retain one copy of any documentation or software prepared by us, or any other documentation upon which the Services are based, and you may retain the signed originals of the Deliverables and any copies made in accordance with the provisions of the Agreement.

Confidentiality

46. The Parties are aware of the standard of "confidentiality" when it comes to sharing and exchanging information that is valuable and is kept confidential due to that value, including but not limiting to information protected under the regime of trade secret.
47. Confidential Information means any data or information that is proprietary to or possessed by either party under the Agreement, that is not known to the public or has not yet been revealed

because of its significance and value to a party whose property or in whose possession that data or information is, whether in tangible or intangible form, whenever and however disclosed. Confidential information refers to:

- 47.1. any scientific, technical or technological information marked as "Confidential" inventions that have not been patented or protected by any other legal means, designs, business methods;
 - 47.2. any concepts, samples, reports, "know-how" and works-in-progress marked as "Confidential", development tools, software programs under development, including their source code and object code;
 - 47.3. any marketing strategies, financial information that is normally not available to the public such as bank statements, number of bank accounts, or projections, sales estimates, business plans and performance results relating to Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
 - 47.4. trade secrets;
 - 47.5. plans for products or services, customer or supplier lists and databases containing sensitive and or important and valuable information;
 - 47.6. any other information that is marked as "Confidential" by either of the Parties.
48. Confidential Information shall exclude information that:
- 48.1. is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of the Agreement;
 - 48.2. was already known by the Receiving Party before the moment of disclosure (evidence or written record of such disclosure is required);
 - 48.3. is subsequently communicated to the Receiving Party without any obligation of

confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

- 48.4. becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party;
 - 48.5. is or has been developed independently by employees, consultants or agents of the Receiving Party (proved by reasonable means) without violation of the terms of the Agreement or reference or access to any Confidential Information pertaining to the Parties.
49. Confidential Materials means all documents, proposals, presentations, reports, software, products and other materials in any medium or format which contain Confidential Information.
50. "Marking" refers to any act of oral or written statement, decision or any other act by either party to the Agreement, directed towards declaring status of "Confidential" to specific information or group of information proprietary to or possessed by that party.
51. Disclosing Party means party that discloses Confidential Information to the other party, within the terms set in the Agreement.
52. Receiving Party means party that receives the Confidential Information from a Disclosing Party, within the terms set in the Agreement.
53. The Parties accept and confirm that the Agreement and the business relationship between the Parties arising from the Agreement are marked as "Confidential".
54. In exchange for the disclosure of Confidential Information by the Disclosing Party, the Receiving Party agrees:
- 54.1. to hold and maintain all Confidential Information in strict confidence, using the same level of security and reasonable degree of care as it would its own Confidential

Information. In case such level of security is under the reasonable standards for referent type of information, the Receiving Party will have to adapt to reasonable standards, otherwise will be considered as violating provisions of the Agreement;

- 54.2. not to disclose the Confidential Information to any person (natural or legal) other than its directors, employees, contractors or professional advisers on a strict "need-to-know" basis and only where those individuals are under similar obligations of confidence as set out in the Agreement and for the purpose of performing the Service;
 - 54.3. to use the Confidential information only for the purpose of the Discussions;
 - 54.4. to prevent any unauthorised use, disclosure, adaptation or copying of any Confidential Information or Confidential Materials;
 - 54.5. not to copy or otherwise duplicate any Confidential Information or Confidential Materials except with the Disclosing Party's prior written consent;
55. The Receiving Party will promptly inform the Disclosing Party of any legal requirement or judicial order that obliges to disclosure of the Confidential Information. The Receiving Party will assist the Disclosing Party to the extent that is reasonable and possible, to preserve the confidentiality of the Confidential Information.
56. The Receiving Party shall also be responsible for any breach of the obligations of confidentiality set in this Agreement by any of its directors, employees or professional advisers.
57. Confidential information may be used only for the purposes of providing or receiving the Services under this Agreement.
58. Any disclosure of Confidential Information is conditioned by a prior written consent of the other party to this Agreement, subject to clause 55.

59. Clauses from this section (Confidentiality) and obligations arising from and in connection with them, will survive termination of the Agreement for 1 (one) year after the termination takes effect.

Personal and other Data Protection

60. Personal data means any information relating to an identified or identifiable natural person.
61. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
62. Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
63. Beside personal data RedQuadrant might need to collect and process other information in connection with the Service, including but not limiting to: emails, location, credit/debit card information, bank accounts, balance sheets (hereinafter as: other data) for the purpose of carrying out the Service under the Agreement.
64. RedQuadrant obliges to comply with the provisions of the Data Protection Act 2018, internal regulations of RedQuadrant (hereinafter: the Internal regulations) and other applicable regulation, in any processing of personal and other data, that may arise or are conditioned by carrying out the Service under the Agreement.

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65. The Client agrees and allows to RedQuadrant to collect, process and store personal data and other data in our database and system for the purpose and within the scope of the Agreement.

Freedom of Information

66. In the event that the Client, is or during the continuance of the Agreement or after it terminates, becomes subject to the requirements of the Freedom of Information Act (FOIA) and regulations in connection with this Act, this clause shall apply.
67. Clauses in the "Confidentiality" section of the Agreement will be subject to the provisions of Freedom FOIA.
68. If any information in regard to the Service, including but not limiting to research, personal information, information provided in confidence, trade secret, information would be likely to, prejudice the commercial interests, falls under the category of "Exempt information" of the FOIA, such information will be processed and handled in accordance with the provisions of set out in that category.
69. The Client will pass any request for information subject to FOIA that it receives, to us if such request is related to Confidential Information, within 4 days after its receipt, and will not respond directly to that request, without prior consultation with RedQuadrant.

Liability

70. This clause sets out the entire liability of RedQuadrant (including any liability for the acts or omissions of its personnel or subcontractors) in respect of;
- 70.1. any breach of this Agreement; and
- 70.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

71. Nothing in the Agreement shall in any way exclude or limit RedQuadrant's liability for death or personal injury caused by RedQuadrant's negligence or for fraudulent misrepresentation.
72. RedQuadrant shall not be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; any indirect, special or consequential loss or damage howsoever caused whether or not such loss is covered in the preceding heads of loss; or any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss, if such losses and damages are not result of breach of the Agreement of fault of negligence of RedQuadrant.
73. The total aggregate liability of RedQuadrant arising out of, or in connection with, the Agreement whether in tort (including negligence), breach of the Agreement or any cause whatsoever shall in no event exceed 100% of the aggregate amount of the Fee paid by the Client under in the preceding twelve (12) months or £1m whichever is the smaller.
74. RedQuadrant shall not be held in breach of the Agreement, and shall not be liable to the Client for any loss or damage suffered or incurred by the Client as a result of any of the following:
- 74.1. any failure to provide the Services in accordance with this Agreement unless the Client notifies us in writing of such a claim (with detailed particulars of the circumstance giving rise thereto) within 1 month of such failure coming to your notice;
- 74.2. any failure to provide the Services in accordance with the Agreement as a result of any act or omission of the Client;

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- 74.3. any failure to provide the Services in accordance with the Agreement as a result of the RedQuadrant's compliance with any instruction or direction given by the Client; or
- 74.4. the absence of any consent required to be obtained by the Client;
- 74.5. the incompetence of any consultant, professional adviser, service provider or person (other than the RedQuadrant) employed or engaged by the Client.
- 74.6. any default, act or omission on the part of the Client or associated third parties which are caused by or arise from any reasonable act by RedQuadrant carried out pursuant to instructions issued by the Client.

75. You shall indemnify RedQuadrant against any costs, liability, damages, losses that we may face as a result of the breach of the Agreement by you, including claims or proceedings arising from loss or damage to any equipment regardless whether such equipment is in the property of RedQuadrant or is being leased to RedQuadrant caused by you or your staff.

76. The Terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

77. No claim or action, regardless of cause of action, arising out of the Agreement may be brought by either party more than 6 years after the cause of action has arisen.

Rights of third parties

78. The Agreements (Rights of Third parties) Act 1999 shall not apply to the Agreement. No person who is not a party to the Agreement (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right whether under the Contracts (Rights of Third parties) Act 1999 or otherwise to enforce any term of the Agreement which expressly or by

implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this.

Force Majeure

79. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

80. If case any event from clause 79 results in a way that either party is unable to fulfil its obligations for a continuous period of **3 months** from the start of such event, the other party will have the right to terminate the Agreement by giving 15 days' written notice any time after that 3 month period, provided that the relevant circumstances are continuing.

Assignment

81. Neither party may assign, transfer, charge or otherwise seek to deal in any of its rights or obligations under the Agreement without the prior written consent of the other party.

82. If a person ("the Successor") succeeds (whether by sale, assignment, transfer, merger, operation of law or otherwise) to the whole or part of the business of RedQuadrant, we shall have the right to novate to the Successor, and the Successor shall have the right to accept and assume RedQuadrant's rights and obligations under or in connection with the Agreement. In such case RedQuadrant and the Successor may effect the novation by giving you written notice in which the Successor agrees to accept and assume the rights and the obligations of RedQuadrant. The effect of such notice will be that (a) the Successor will be substituted for RedQuadrant with effect from the date specified in the notice and RedQuadrant will no longer have those rights and obligations but such notice shall not affect any rights or

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obligations in respect of work performed prior to that date; (b) RedQuadrant will be entitled and bound to pass over to the Successor all information, records and other data which they have in relation to the Agreement but may retain one copy for record-keeping purposes subject to the obligations of confidentiality set out in these Terms of Business; and (c) any limit on the liability of RedQuadrant under the Agreement will apply to RedQuadrant and the Successor on an aggregated basis so that the maximum combined liability of RedQuadrant and the Successor will not exceed the limit of liability of RedQuadrant before the novation takes effect; but where a Successor succeeds to part of the business of RedQuadrant, RedQuadrant and the Successor may only exercise their rights under this clause where the relevant part includes the Agreement.

Waiver

83. Failure of either party to enforce any of the rights or provisions of the Agreement will not constitute a waiver of those rights or provisions, nor will that preclude any equitable remedies against the breaching party, to compensate any damage that may arise from failure to comply with the provisions of the Agreement. The waiver of any such rights or provisions will be effective only if in writing and if signed by a duly authorized representatives of the Parties.

Notices and other communications

84. All notices must be in writing and either served personally, sent by prepaid registered post or faxed to the address of the other party given in the Agreement or to any other address as the relevant party may have notified to the other party. Any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice sent by fax will be deemed to have been delivered on the first working day following its dispatch.

Survival and validity of provisions

85. The provisions of the Agreement which expressly or by implication are intended to survive its

termination or expiry, will survive and continue to bind the Parties as provided in the Agreement.

Non-solicitation

86. During the term of the Agreement and for one (1) year after it terminates, the Client will not in any capacity, on the territory where we operate:

- 86.1. divert any business of RedQuadrant to any other person, entity or competitor;
- 86.2. entice away any contractor, consultant, supplier, associate or agent of RedQuadrant, from entering in an engagement with RedQuadrant or to induce termination of their engagement with RedQuadrant.

87. During the term of the Agreement and for one (1) year after it terminates, the Client will not in any capacity, directly or indirectly, knowingly recruit or solicit for employment or hire any of RedQuadrant's staff, on the territory where we operate.

"Territory where we operate" means territory where our business is being registered and other territories where we regularly or temporarily conduct our business. **"Staff"** means persons who work for RedQuadrant on a regular employment or a service contract basis.

88. If in breach of clauses 86 or 87, the Client obliges to pay to RedQuadrant a sum equivalent to 45% of the registered amount for each specific category set out in clause 86 and 87.

"Registered amount" means the amount of money offered to or agreed with any of our clients, contractors, suppliers, and other persons from clause 86 within the scope of our business. Registered amount in terms of clause 87, means amount of money paid to our staff on a monthly basis (tax inclusive) multiplied by 12.

Independent contractor

89. In providing the Services, we are acting only as an independent contractor. We do not undertake to

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perform any of your obligations, whether regulatory or contractual, or to assume any responsibility for your business or operations.

Conflict

90. In the event and only to the extent of any conflict between the Terms and the Offer or any other document which forms part of the Agreement, the Terms shall prevail, except where amended by specific reference to the relevant clause of the Terms, in accordance with the provisions under the clause "Changes" set forth in the Terms.
91. In the event and only to the extent of any conflict between the Offer and any referenced or attached document other than the Terms, the Offer will take precedence.

Investment business

92. Nothing in the Deliverables or advice from clause 15, should be construed as advice to proceed or not to proceed with any specific course of action. While the Deliverables and advice may be factors taken into account by the Client when deciding whether or not to proceed with a specific course of action, they were not prepared for that purpose and the Client should bear in mind the restrictions on the scope of the Services as set out in the Agreement, the Deliverables and the advice. On this basis, we do not consider that the Services amount to regulated activities for the purposes of the Financial Services and Markets Act 2000.

Changes

93. Either party may request changes to the Agreement, including but not limiting to changes of the Service. Any changes to the Agreement will be legally bounding only if made in writing, confirmed and signed by both duly authorized legal representatives.

Consents and approvals

94. Wherever a consent or approval is required in connection with the Agreement such consent or

approval shall not be unreasonably withheld or delayed.

Mutuality of obligation

95. The Client is not obliged to offer additional contracts to RedQuadrant, nor are we obliged to accept such contracts if offered. We are not obliged to make any other services available other than for the Services set out in the Agreement, nor will any of such obligation arise from the Agreement.

Severability

96. If any provision of the Agreement should be deemed invalid or legally unenforceable, such provision shall not affect the validity and/or enforceability of any other provisions of the Agreement or the Agreement as a whole. The Parties shall, in such case, replace the invalid provision with a valid one that best expresses their original intent.

Governing law

97. The Agreement is governed by and interpreted in accordance with the laws of England and Wales (the Law).

Resolving disputes

98. Should any dispute arise between us we will attempt to resolve the dispute in good faith by senior level negotiations. The Parties will use all reasonable endeavours to resolve any dispute within 21 days of the date of we were informed of the dispute.
99. Where the Parties find that it may be beneficial to resolve a dispute through mediation, the Parties agree and confirm to use services of the Centre for Effective Dispute Resolution. If the dispute is not resolved through negotiation or mediation, the English Courts will have exclusive jurisdiction in connection with the resolution of the dispute.