

# NUMSWORK AWS SERVICES

## Terms & Conditions

These Terms and Conditions and the proposal (the “**Proposal**”) to which they are attached (together, the “**Agreement**”) contain the terms upon which we will provide services to you. The terms in the Proposal take precedence over these Terms and Conditions.

Before we begin work on your behalf, we ask that you indicate your consent to the Agreement in writing by signing the Proposal, sending an email confirming acceptance of the Agreement, or placing a purchase order with us.

In the Agreement, “we” means Numswork Ltd; and “you” means the person (natural or legal) who is identified as the client in the Proposal.

## 1. Services

1. 1.1 We will provide to you the services specified in the Proposal on a time and materials basis with reasonable care and skill.
2. 1.2 The service will be provided during the hours of 09:00 and 17:30 excluding weekends and UK public holidays.
3. 1.3 Work outside of these hours will be charged at double the rate of fees in the proposal.
4. 1.4 You will provide us with all co-operation, information and documentation reasonably required for the provision of the services.

## 2. Charges, expenses and payments

1. 2.1 Our fees will be agreed with you in the Proposal.
2. 2.2 Unless otherwise agreed in the Proposal, each contiguous span of time spent on the services will be rounded up to the nearest half day.
3. 2.3 Expenses (including but not limited to reprographic expenses, postage costs, courier charges, facsimile and telephone charges, travel expenses, parking fees, accommodation expenses, equipment hire, storage costs, collection and delivery fees) incurred in the course of providing the services will be passed on to you at cost and will be invoiced with our fees.
4. 2.4 We will charge VAT upon our services. VAT will also be payable on most expenses.
5. 2.5 We will invoice you in arrears on a pro rata basis at the end of each calendar month.
6. 2.6 Invoices are payable within calendar 30 days of the date of the invoice after which time, payment is considered late. We reserve the right to charge statutory interest on late payments.

## Confidentiality

1. 3.1 Subject to Clauses 3.2 and 3.3, we will keep confidential, and will not disclose to any third party, all the information you supply to us under or in connection with the Agreement.
2. 3.2 This Agreement imposes no obligations upon us with respect to information which is or becomes publicly known through no act or default on our part.
3. 3.3 The restrictions in this Clause 3 do not apply to the extent that any information is required to be disclosed by any law or regulation, judicial or governmental request or order.

# Exclusion of warranties and indemnity

4.1 All terms, conditions and warranties, express or implied, not set out in the Agreement are, to the fullest extent permitted by law, excluded from the arrangements governed by the Agreement.

## 5. Limitations of liability

1. 5.1 Nothing in the Agreement shall operate to exclude or limit either party's liability for:
  0. (a) death or personal injury caused by its negligence;
  1. (b) fraud; or
  2. (c) any other liability which cannot be excluded or limited under applicable law.
2. 5.2 Subject to Clause 5.1, we will not be liable to you for any loss of profits, loss of business, loss of anticipated savings, loss of opportunity, loss of data or any kind of indirect or consequential loss, whether it arises from a breach of contract, negligence, or otherwise.
3. 5.3 You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, and subject to Clause 5.1, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with our services. The provisions of this Clause will not limit or exclude the liability of the limited company itself for the acts and omissions of our officers and employees.

## Termination

1. 6.1 This Agreement will come into force upon the earlier of our receipt of your agreement to its terms and our commencing work for you with your consent, and will terminate automatically upon the completion of the services which we have agreed we will provide to you.
2. 6.2 Either party may terminate the Agreement if:
  - (a) the other party commits a material breach of the terms of the Agreement; or

the other party becomes insolvent or bankrupt or enter any insolvency or bankruptcy procedure in any jurisdiction.
3. Where the Agreement is terminated by you under Clause 6.2, we will:
  0. (a) refund to you any amounts paid to us; and
  1. (b) release you from any obligation to pay any amounts to us,

in relation to any services which have not been provided as at the effective date of termination (the amount of which will be calculated by us using any reasonable methodology).
4. 6.4 Save as provided in Clause 6.3, you will not be entitled to any refund of any fees paid or be released from any obligation to pay fees (whether or not invoiced).
5. 6.5 Termination of the Agreement will not affect our or your accrued rights and liabilities, or the continuing application of Clauses 3, 4, 5 and 6.3 to 6.5 of the Agreement.

## Non-Solicitation

1. 7.1 Both Parties agree that during the period of the Agreement and for a period of 12 months after its termination or expiry, except for where such action is a result of a bona fide recruitment

process, neither party shall entice or seek to employ or engage directly or indirectly or make or seek to make any offer of employment or engagement to any of the other Party's officers, employees or workers, including those of any of its sub-contractors who have been involved in the Agreement.

2. 7.2 Should a breach of clause 7.1 occur, the breaching Party shall pay the non-breaching party 50% of the higher of:
  0. (a) the annual salary (including any benefits-in-kind, bonus payments, commissions and other benefits) of the employee at the date that they ceased to be an employee of the non-breaching party; or
  1. (b) the annual salary of the employee at the time they commence employment by the breaching party.
3. 7.3 Both Parties acknowledge that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of the non-breaching Party's losses.

## 8. Marketing & Communications

1. 8.1 We reserve the right to list you on our corporate website, marketing materials and social media channels, including the use of your corporate logo, for the purposes of:
  0. a) Client testimonials
  1. b) Written or filmed case studies
  2. c) Winwires
  3. d) Press releases
2. 8.2 You will be able to approve case study material prior to publication, but such approval will not be unreasonably delayed or withheld.

## General

1. 9.1 We will have no liability to you if we are unable to provide any services under the Agreement as a result of circumstances beyond our control, including (without limitation) war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, flood, blockade, accident, natural catastrophe, disaster, or default of a third party.
2. 9.2 The dates for the provision of the services set out in the Proposal will not be of the essence of the Agreement.
3. 9.3 No delay, neglect or forbearance in enforcing any term of the Agreement by either party will be deemed to be a waiver or in any way prejudice that party.
4. 9.4 Save under Clause 5.3, nothing in the Agreement confers on any third party any right to enforce any term of the Agreement.
5. 9.5 The Agreement will be governed by and construed in accordance with the laws of England, and the English courts will have exclusive jurisdiction to adjudicate disputes about, under or in relation to the Agreement.
6. 9.6 The Agreement together with any specific terms we agree in writing constitutes the entire agreement between us and you in relation to the subject matter hereof, and supersedes all earlier communications between us and you. Subject to Clause 4.1, each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Agreement.
7. 9.7 No amendment or other variation of the Agreement will be effective unless it is agreed in writing by or on behalf of the parties to the Agreement.