



Cykube

TERMS & CONDITIONS DOCUMENT

Cyber Security | Blockchain | Fintech



THIS AGREEMENT is made on the _____ day of _____

BETWEEN:

Cykuba Ltd., a company incorporated under the laws of England under company number XXXXXX whose registered office is at XXXXXX, United Kingdom (the “**Supplier**”) and

Customer, whose registered office is at _____ (the “**Customer**”).

Each is referred to as “**Party**” and together, the “**Parties**”.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:

“**Acceptance Criteria**” the acceptance criteria as developed in accordance with the specific terms.

“**Agreement**” the Clauses, Attachments, Schedules and any other attachment to this Agreement and any Change Note, in each case as amended from time to time in accordance with this Agreement.

“**Applicable Laws**” any applicable law, enactment or regulation and regulatory policy, guideline or requirement of any Regulatory Authority (including good practice codes) in each case that is applicable to a Party and/or to any of the activities of a Party. Finance and accounting regulations and rules, tax regulations and rules, discrimination, recruitment-related regulations, money laundering regulations, and bribery and competition laws.

“**Business Day**” a day other than a Saturday, Sunday or bank or public holiday in England.

“**Change**” means any change to the Agreement and/or any change to the Services provided pursuant to the Agreement.

“**Change Control Procedure**” the procedure for Changes to be agreed.

“**Charges**” the charges payable by the Customer in respect of the Services.



"Commencement Date" shall be the date on which this Agreement has been signed by the authorized representatives of the Parties.

"Confidential Information" the Customer Data and any information which is disclosed or otherwise comes into either Party's possession directly or indirectly as a result of this Agreement and which is of a confidential nature including, without limitation, any business, employee or customer information, any technical or commercial know-how, data, any information relating to the other Party to this Agreement.

"Consents" any permission, consent, approval, certificate, permit, licence, waiver, dispensation, registration, notification, agreement or other authorisation.

"Data" all data, information, text, drawings, diagrams, images, content or sounds (together with any database made up of any of these) which are embodied in any medium (including, but not limited to any electronic, magnetic, optical or tangible media).

"Data Protection Legislation" means collectively any applicable laws of the European Union, any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, the GDPR, and any binding guidance or code of practice issued by a supervisory authority.

"Force Majeure Event": any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it.

"Implementation Period" The period for the performance of the Implementation Services as specified in the relevant Implementation Plan.

"Implementation Plan" means any implementation plan set and as amended from time to time by written agreement of the Parties.

"Implementation Services" means the services to be provided by the Supplier to the Customer.

"Initial Term" means the period defined in the relevant orders.



“Intellectual Property Rights” patents, trademarks, services marks, copyrights, moral rights, topography rights, database rights, design rights, trade secrets, know-how and rights of confidence and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

"Project Managers" means the project managers appointed by the Customer and the Supplier

“Service Levels” the service levels for the Services are to be provided.

"Service Requirements" means the Customer's requirements for the Services as set out and mutually agreed between the Parties in the customer request for proposal document or other such similar document.

“Supplier Personnel” individuals used by the Supplier in performing the Services.

“Systems” means ICT systems including all Software and Equipment

“VAT”: value added tax or any other sales or service tax.

1. Term

- 1.1 This Agreement shall commence on the Effective Date and will continue until all Service(s) are cancelled, terminated or expire in accordance with this Agreement.
- 1.2 On termination or expiry of a Service or any Order for any reason other than when this Agreement is terminated or expired in its entirety, all Orders executed prior to the date of termination or expiry of this Agreement, will remain unaffected and continue in force until termination or expiry of each Order in accordance with the terms of this Agreement.

2. Implementation and Acceptance Testing

The Supplier shall perform the Implementation Services in accordance with the timetable set out and agreed. The Supplier shall use all reasonable endeavours to meet the performance dates set out.

- 2.1 The Parties shall use their best endeavours to agree detailed Acceptance Tests and Acceptance Criteria within 2 months.

**3. Services**

- 3.1 The Supplier shall provide the Services from the relevant Services Commencement Date in accordance with the terms and conditions of this Agreement.
- 3.2 Customer will provide supplier with any information reasonably required, including information in relation to health and safety and the environment.

4. Customer Obligations

- 4.1 The Customer shall comply with the obligations outlined in this Agreement and any subsequent schedules and orders.

5. Charges

- 5.1 The Customer shall pay the Charges in accordance with each Order Form.
- 5.2 Where the Customer requests the Supplier to perform additional services not forming part of the Services, the Customer agrees to pay for such additional services at the rates specified in or at such other rates as are agreed between the Parties from time to time.
- 5.3 The Customer shall pay the Charges for the Services within thirty (30) days of the date of receipt of the Supplier's invoice.
- 5.4 All charges are exclusive of any VAT and all other current and/or future applicable taxes which would be chargeable at the applicable rate.
- 5.5 The Customer will promptly, but in no event no later than fourteen (14) days from the date of the invoice, notify the Supplier in writing of any disputed invoice, together with all information relevant to the dispute, an explanation of the amount disputed and the reasons.
- 5.6 Unless otherwise agreed in writing, lack of reasons on the invoice shall not constitute a valid reason by the Customer to withhold payment due under the invoice

6. Change Control Procedure

If either Party wishes to change the scope of the Services the Change Control Procedure shall apply.



7. Confidentiality

- 7.1 Each Party acknowledges and agrees that it shall have access to Confidential Information and that it shall not use the Confidential Information other than for the purpose of providing the Services.
- 7.2 Each Party may only disclose the confidential Information to those of its employees, officers, representatives or advisers who need to know such confidential Information for the permitted purpose.
- 7.3 Unless expressly provided under this Agreement or required by law or regulation, neither Party shall disclose (and shall insofar as reasonably practicable prevent any disclosure of) any Confidential Information to any third Party without the prior written consent of the other Party.

8. Intellectual Property

- 8.1 All Intellectual Property Rights either pre-existing or created by either Party during or arising from the performance of this Agreement shall remain the absolute property of that Party or its licensors.

9. Limitations of Liability

- 9.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.
- 9.2 Neither Party shall be liable to the other or to any third Party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Agreement or any part of it (including without limitation any Schedules and orders) any loss of profits, business contracts, anticipated savings or goodwill. Any loss or corruption or destruction of Data. Any special, indirect or consequential loss or damage whatsoever whether or not that Party was advised in advance of the possibility of such loss or damage.
- 9.3 The Customer and the Supplier accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss to a value not to exceed

an aggregate amount equal to one hundred percent (100%) of the aggregate charges paid or payable in relation to agreed Contract.



10. Termination

- 10.1 Without prejudice to any rights that the Parties have accrued under this Agreement or any of their respective remedies, obligations or liabilities, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 10.1.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
 - 10.1.2 The other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 10.2 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 10.3 Where the Customer terminates the Agreement in whole or in part or any Service, the Customer will pay to supplier any applicable Termination Charges and all Charges for Services that are or would have been performed during the Notice period until the end of the Notice period.
- 10.4 Where the Agreement, any Service or any Order is terminated for any reason, each Party will immediately pay to the other Party any outstanding amounts and interest that are properly due and payable for each relevant Service in accordance with the Agreement.

11. Consequences of Expiry or Termination and Exit Services

- 11.1 On termination of this Agreement for any reason the Supplier shall immediately cease provision of the relevant Service.
- 11.2 If a Party is required by any law, regulation, or government or regulatory body ("**Regulatory Requirement**") to retain any documents or materials which it would otherwise be obliged to return or destroy, it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain.

12. Force Majeure

- 12.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this agreement arising directly from a Force Majeure



Event, provided that the affected Party promptly notifies the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance.

In any such case, the performance of the affected Party's obligations, to the extent affected by the cause of the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists.

13. Sub-contracting

13.1 The Supplier may subcontract the performance of any of its obligations under this Agreement to the Sub-Contractors, but without relieving the Supplier from any of its obligations to the Customer.

13.2 The Supplier shall be responsible and liable for all acts, errors or omissions of each Sub-contractor as if they were the acts and omissions of the Supplier.

14. Disputes

14.1 Any Dispute shall be dealt with in accordance with the following escalation procedure:

14.1.1 First it shall be referred by either Party first to the Project Managers of each Party, who shall use reasonable endeavours to resolve the Dispute.

14.1.2 Secondly the Dispute cannot be resolved by the representatives of the Parties detailed above within fourteen (14) days after the Dispute has been referred to them, the issue shall be referred to senior managers of each Party for resolution, and the senior managers shall use reasonable endeavours to resolve the Dispute.

15. Governing Law

15.1 This Agreement and any Dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of England and Wales.

15.2 The courts of England and Wales shall have the exclusive jurisdiction to settle any Dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), and the Parties hereby submit to the exclusive jurisdiction of the English courts.



Signed by

Signed by

on behalf of

on behalf of**Cykuba Ltd.****CUSTOMER**

Name:

Name:

Authorised Signatory

Authorised Signatory

Date:

Date:

COMPANY INFORMATION AND CONTACT DETAILS

Business Name: Cykuba Ltd.

Phone: +44 7766-305704

Email: info@cykuba.com

Registration: Registered in United Kingdom, Number: 11681033

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