



G Cloud 14 LACE Terms and Conditions

Between

LACE Partners

with its registered office at:

82 St John Street, LONDON, EC1M 4JN

Represented by the Founder Aaron Alburey

Bank Details:	NatWest Bank
Account Number:	49000039
Sort Code:	60-00-01
VAT reg. no:	282 5442 95
IBAN	GB48NWBK60000149000039

(hereinafter "**LACE Partners**")

and

[IDENTIFICATION OF THE CLIENT COMPANY]

with its registered office at

represented by

VAT reg. no: xxx

Bank details: [IDENTIFICATION OF THE CLIENT'S BANK], account number: [NUMBER]

(hereinafter the "**Client**")

Each a "**Party**" and collectively the "**Parties**"

LACE Partners and the Client can be also referred to individually as the "Party" or together as the "Parties"

Both Parties agree to be bound by the following text of this Contract for the Provision of Professional Services (hereinafter the "Agreement"):

Signed:

Signed:

Name: Aaron Alburey

Name:

On behalf of LACE Partners

On behalf of:

Dated:

Dated:



Schedule 1

Scope of Services

LACE Partners shall perform work in the following scope:

1. XXXXX

2. XXXXX.

Deliverables

Commencement date: XXXX

Completion date: XXXX

The outputs of this phase of work will be as follows:

<i>Deliverable</i>	<i>Description</i>	<i>Due date</i>

- Notes

Reporting structure for the project



Schedule 2

Payment Schedule

The first invoice shall be issued on XXXXXXXX based on confirmed and signed monthly time sheets.

The final invoice shall be issued after the completion of work and submission of final versions of the Deliverables. At the same time, expenses of the whole project shall be billed (pursuant to Clause 3.3 of the Agreement and Article 3.8 of T&Cs).

The above-mentioned fees are exclusive of VAT (pursuant to Section 3.6 of the Contract).





Schedule 3

General Terms and Conditions for Provision of Consulting Services by LACE Partners

Article 1. Contract and the Parties

1.1 Agreement and any schedules to the Agreement constitute the entire agreement regarding subject matter thereof and supersede all prior oral or written proposals, agreements and further communication between them relating to the subject matter of this Contract. If LACE Partners has already started work (e.g. by gathering information, project planning or giving initial advice) then the Client agrees that this Contract is effective as of the start of such work.

1.2 Terms that are not defined in the T&Cs, shall have meaning specified in the Agreement, or in the schedules. The Agreement and its schedules form the Contract.

1.3 The Parties have agreed that LACE Partners shall be entitled to use assistance of employees or consultants of any other LACE Partners Entities (hereinafter "LACE Partners Personnel" or "Authorised Personnel") for the purposes of performing the subject matter of this Contract. This shall not affect LACE Partners' responsibility hereunder for the performance of the Services.

1.4 For the purposes of this Contract, "LACE Partners Entity" shall mean one or more of LACE Partners Limited, a UK private company limited by guarantee and its network of member firms, and all founders, directors, employees, subcontractors and agents of all such entities. Neither LACE Partners Limited nor any of its member firms has any liability for each other's acts or omissions. Each of the member firms is a separate and independent legal entity operating under the names "LACE Partners," "LACE Associates" "LACE Research" or other related names.

Article 2. Project Management

2.1 The Client Project Manager and LACE Partners Project Manager shall be designated based on the following principles:

2.1.1 The Client undertakes to designate the Client Project Manager authorised to make decisions on behalf of the Client on matters related to the provision of the Services.

2.1.2 LACE Partners undertakes to designate the LACE Partners Project Manager accountable for supervising and managing the provision of the Services in accordance with the scope and terms and conditions of this Contract.

2.1.3 The Client Project Manager and the LACE Partners Project Manager shall be approved by both Parties in writing.

2.1.4 Parties acknowledge that the either Party's Project Manager designated in accordance with Clause 2.1.3. above shall not be authorised to approve of or sign any amendments or changes regarding the provisions and terms and conditions of this Contract on behalf of the respective Party, and that any amendments and changes signed by the respective Party's Project Manager shall not be binding for any Party.

Article 3. Fees and Payment Terms and Conditions

3.1 LACE Partners shall issue invoices that include a description of the work, specification of expenses, and the amount of expenses. Issued invoices shall be denominated in pounds sterling in accordance with the fee for the Services agreed in Schedule 2 of the Agreement.

3.2 If the fee for the Services is agreed as dependent on time spent on providing the Services and on standard rates of the LACE Partners Personnel, completed monthly time sheets shall be attached to invoices; each time sheet shall include the name of the relevant



personnel, a description of the work delivered, the number of time units spent on the performance of work, the position of the relevant personnel and the relevant hourly rate as set out in Schedule 2 of the Agreement. Monthly time sheets shall be confirmed and signed by the LACE Partners Project Manager.

3.3 Any invoice issued by LACE Partners shall become due thirty days from its issuance. The issuance will be specified on each individual invoice. In case there is any dispute over the invoiced amount, the undisputed amount shall be always paid by the Client in accordance hereto.

3.4 If the Client fails to pay any sum due pursuant to the provisions of this Contract or Schedules thereof, LACE Partners reserves right to charge delay interest of 0.05 percent on the due amount for each day of delay until the date of full payment, without prejudice to any other right of LACE Partners to claim damages.

3.5 If the Client fails to pay any sum due to LACE Partners pursuant to this Contract, LACE Partners may, without prejudice to any other rights to claim damages, suspend or terminate the Services under this Contract for the period of delay after notifying the Client in writing. In such event, LACE Partners shall reserve right, in addition to other rights pursuant to this Contract, to compensation of reasonable costs associated with the suspension or termination and any subsequent resumption of its work. Where the performance of LACE Partners' obligations is delayed due to the suspension or termination of the Service delivery pursuant to this Clause, this matter shall be deemed a circumstance excluding liability for the delay and consequently will not be interpreted as a breach on LACE Partners' side.

3.6 The Fees do not include value-added tax (hereinafter "VAT"). VAT in the amount as prescribed by law will be added to all invoices issued pursuant to this Contract. For VAT purposes the provided Services shall be considered as partial supply. The Services provided under individual partial supplies will be invoiced as agreed and scheduled. The issue date of the invoice for an individual partial supply shall be the date of the supply.

3.7 For VAT purposes, the Fees shall be the tax assessment base.

3.8 The fees for Services as defined in Schedule 2 shall not include expenses associated with travel, hotel, subsistence and other expenses related to the provision of Services (hereinafter "Expenses") which shall be charged at cost. Before invoicing, the Client Project Manager designated pursuant to Section 2.1.1 of this T&Cs shall approve these Expenses; this approval shall not be unreasonably withheld.

3.9 For VAT purposes, invoiced expenses shall be included in the cost of the Service as out-of-pocket expenses.

Article 4. Terms and Conditions applicable to the Client Employees and Personnel of LACE Partners

4.1 Should the Services provided to the Client not require the permanent presence of LACE Partners, they reserve the right to use the LACE Partners personnel for other activities.

4.2 LACE Partners reserves right to replace any LACE Partners Personnel with staff of equivalent expertise and experience. LACE Partners undertakes to notify the Client accordingly without any undue delay, however not later than within seven (7) days of the date on which the replacement is effective.

4.3 LACE Partners' Personnel shall at all times remain under the supervision and control of LACE Partners.

Article 5. Co-operation of the Client

5.1 The Client shall provide LACE Partners with all assistance including accurate and complete information and materials or other necessary performance, which may be reasonably required for the performance of LACE Partners' obligations under this Contract, within a



reasonable period of time. Should the Client become aware of any information being untrue or misleading, the Client shall inform LACE Partners of any such fact forthwith.

5.2 LACE Partners Personnel shall be granted access to Client's employees, including managers, and the Client's sites during reasonable hours as agreed in advance.

5.3 The Client acknowledges and confirms that LACE Partners shall rely solely on the information provided by the Client and other information from recognised public sources when performing the Services, and shall not independently verify the accuracy and completeness thereof nor assume responsibility for the accuracy and completeness thereof.

5.4 Should the Client fail to provide LACE Partners with accurate and complete information, assistance or materials as specified in this Section above, and/or should the Client fail to allow LACE Partners access to its employees according to the terms and conditions herein, LACE Partners shall not be liable for any delay or fault in the Services. LACE Partners further reserves right to extend all deadlines for a period corresponding to each delay caused by the Client.

5.5 Should LACE Partners suffer any other costs as a result of the aforesaid reasons associated with the performance of obligations, LACE Partners shall have right to have the costs fully compensated by the Client, without prejudice to other rights agreed herein, including but not limited to the right to damages or the right to the contractual penalty, if agreed.

Article 6. Warranty

6.1 LACE Partners undertakes and warrants (hereinafter "LACE Partners Warranty") that the Services to be provided pursuant to this Contract shall be performed:

6.1.1 with skill and care expected of consultants who have appropriate knowledge and relevant experience in business practices, industrial applications, project systems and techniques required for the provision of such Services;

6.1.2 in a completely objective, impartial and professional manner uninfluenced by any particular business interests of LACE Partners or any of LACE Partners Personnel without any subsequent award of a party (hereinafter "Third Party") other than the Client in connection with the provision of Services;

6.1.3 LACE Partners disclaims all other warranties, either express or implied, including without limitation, warranties of merchantability and fitness for particular purpose.

6.2 The Client declares that materials and information disclosed or to be disclosed by the Client to LACE Partners are either not proprietary materials or information of any Third Party or, if they are proprietary materials or information of any Third Party, the Client is duly authorised to disclose such proprietary materials or information to LACE Partners or LACE Partners' Entities, or as the case may be to its subcontractors participating in the Service provision pursuant hereto.

Article 7. Liability for Damage

7.1 To the extent laid out by the relevant laws and legal regulations of England, each Party shall be liable to the other Party for personal injury caused by negligence or omissions of its employees.

7.2 If LACE Partners breaches any of its obligations arising from this Contract and the Client suffers damage as a consequence of this breach of obligations, LACE Partners liability for such damages shall not exceed the fees for the respective Services paid to LACE Partners on time, i.e. within the time limit agreed herein and specified on the invoice for the provision of the Services in relation to the provision of which the damage was caused, except for cases in which the damage was caused intentionally by LACE Partners according to a final and binding judicial decision.



7.3 LACE Partners shall not be liable to the Client for loss of profits or for any Third Party claims even if they were reasonably foreseeable or LACE Partners had been advised of the possibility of the Client incurring such damage.

7.4 LACE Partners shall have no liability in respect of any products and services of Third Parties except products and services supplied to the Client by LACE Partners Personnel; or in respect of any losses or damages suffered by the Client other than these stipulated in this Section. In case that the Services or any part thereof are rendered to the Client by any Third Party in addition to LACE Partners, LACE Partners shall be liable only in connection with damage caused by breach of its obligations stipulated herein and in the extent according to this Clause and according to LACE Partners' participation in the rendered Services. If another scope of indemnification for damage caused in joint rendering of Services has been agreed by and between the Client and the Third Party rendering services to the Client in the same matter as LACE Partners, such other agreement shall concern solely and exclusively the liability of such Third Party rendering its Services and the liability of LACE Partners shall be thereby affected in no way whatsoever.

7.5 LACE Partners' aggregate liability towards the Client, arising from any liability of LACE Partners for damage pursuant to this Contract shall not exceed the amount specified in Section 7.2 above.

7.6 LACE Partners shall under no circumstances be liable in connection to damages caused by the Client or its Related Entity or arising in any way from or in connection with any acts of negligence or neglect, fraudulent acts or omissions, misrepresentations or default on the part of the Client or any Related Entity. Any entity or individual that participates directly or indirectly in the management, control and/or property of the Client, as well as any entity, association, foundation or other organisation in which the Client participates directly or indirectly in the management, control and/or property, as well as employees and agents of the Client are considered to be the Related entities for this purpose.

7.7 The Client shall fully indemnify LACE Partners for any claims of Third parties in respect of the breach of any rights to materials or information provided by the Client according to Section 6.2 of the T&Cs, or any intellectual property rights or software licences made available to LACE Partners by the Client for the performance of this Contract.

7.8 The Client agrees that LACE Partners as the consultant shall provide to the Client professional advice and assistance regarding Client's projects. Client acknowledges and agrees that LACE Partners shall not be liable for the accuracy of any information provided by the Client, or for the implementation of any advice and/or implementation of any other outputs provided by LACE Partners to the Client, or for the result of the implementation, unless LACE Partners expressly warrants such implementation and its results in this Contract. LACE Partners will not, on behalf of the Client undertake any activities authorizing, executing or consummating any Client's transaction, or otherwise exercise authority on behalf of the Client or take over any such authorities. LACE Partners will not determine, directly or indirectly, which LACE Partners recommendations shall be implemented and it will not report, in a management role, to those charged with management or governance at the Client. Unless agreed otherwise herein, LACE Partners has no responsibility to and will not perform any services subsequent to the date of completion of LACE Partners' work nor consider the impact of any events or circumstances such as, but not limited to, changes in the Client's company structure, changes in the relevant legislation, or in the interpretation thereof, which may occur or come to light thereafter. To the extent that any such subsequent events or circumstances may affect Client's assessment of the Services, the Client agrees that the responsibility for identifying and assessing any such subsequent events or circumstances rests entirely with the Client and that LACE Partners makes no express or implied statement or representation as to the appropriateness of LACE Partners' Services for Client's purposes so far as any such subsequent events or circumstances which have not been reviewed are concerned.



7.9 The Parties hereby declare and agree that they deem reasonable the content of the provisions of Section 7 regarding the liability of the Parties for damage. The Parties hereby claim and confirm that the above agreed amount (as specified in Section 7.2. and 7.5.) represents maximum damage that LACE Partners envisaged as a possible result of a breach of LACE Partners' obligation at the inception of the contractual relationship, or which could have been envisaged taking into account the facts of which LACE Partners was, or ought to have been, aware, if LACE Partners had taken reasonable care, all of the above pursuant to § 379 of the Commercial Code and the agreed limitation of liability for damage is in accordance with provision § 386 of the Commercial Code.

7.10 Client agrees that it has relationship solely with LACE Partners as the entity contracting with the Client to provide the Services. Notwithstanding the fact that the Services under this Contract are to be provided by individual partners and employees from LACE Partners (and in some cases provided to LACE Partners by other LACE Partners Entities through service or other agreements), no such individual partner or employee nor any other LACE Partners Entity intends to assume responsibility (including responsibility in any personal capacity) for the Services under this Contract. The Client agrees that no LACE Partners Entity (except LACE Partners) will have any liability to the Client in respect of the Services under this Contract. The Client further agrees that it will not bring any claim against any of the LACE Partners Entities (except LACE Partners) as LACE Partners remains responsible and liable to the Client for the acts or omissions of the LACE Partners Entities in relation to the Services provided under the terms of this Contract.

Article 8. Legal Status of the Parties

8.1 Unless provided otherwise in this Contract, neither Party shall have the authority to act on behalf of the other Party or represent the other Party in contractual negotiations under any circumstances. Each Party is an independent contractor and neither Party is, nor shall be considered to be, the other Party's agent, distributor, partner, fiduciary, joint venture, co-owner, or representative.

8.2 Nothing in this Contract will prevent or restrict any LACE Partners Entity, including LACE Partners, from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience or skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in Section 10 even if those other clients' interests are in competition with the Client. Equally, to the extent that LACE Partners possesses information obtained under an obligation of confidentiality to another client or other Third Party, LACE Partners is not obliged to disclose it to the Client, or use it for the benefit of the Client, however relevant it may be to the Services.

Article 9. Intellectual Property

9.1 When there is a piece of advice, opinion, report or other work product created under this Contract (hereinafter as the "LACE Partners Deliverables") and such LACE Partners Deliverable meets criteria for copyright work as defined in applicable laws of the country where such LACE Partners Deliverable was created, or such LACE Partners Delivery qualifies or will later qualify for intellectual property rights, these rights shall vest exclusively in LACE Partners. On full payment of the fee for the Services, LACE Partners grants to the Client a fully-paid and non-exclusive license to use such LACE Partners Deliverables for the purpose for which the LACE Partners Deliverables were developed, as specified herein or in the LACE Partners Deliverable itself. LACE Partners grants this license to use the LACE Partners Deliverables in manner according to this Contract and in the material and territorial scope together limited (manner and scope) by the purpose of the LACE Partners Deliverables use, for the fee which is included in the fees for the Services as per Article 3 of the Contract for the duration of proprietary rights over the LACE Partners Deliverables.



9.2 Unless the Parties agree otherwise, either Party may use materials or copies thereof provided by the other Party solely for the purposes that such materials were obtained or created for or for the purposes specified in this Contract.

9.3 The Parties undertake not to at any time trade outputs, methodology and know-how supplied by the other Party in connection with the performance of this Contract. The Parties further undertake not to make available to any Third Parties any materials referred to as *Confidential, For Internal Purposes Only* or *Trade Secret* by the other Party.

9.4 LACE Partners shall have ownership (including, without limitation, copyright and other intellectual property ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting its business, and the Client shall not assert or cause to be asserted against any LACE Partners Entity or its personnel any prohibition or restraint from so doing. Any intellectual property and proprietary rights in the material provided by the Client for performing the Services shall remain the property of the Client. The Client acknowledges that LACE Partners, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the memory of its Personnel. The Client acknowledges and agrees that LACE Partners may use and disclose such experiences, skills, knowledge and ideas.

9.5 The Client shall also be entitled to have access to and use those LACE Partners Technologies supplied as part of the Services solely for the purposes of receiving the Services and for no other purposes in accordance with and subject to the provisions of the licenses applicable to such LACE Partners Technologies as notified by LACE Partners and signed by the Client.

9.6 As agreed by the Parties, LACE Partners will own and retain ownership of all intellectual property rights and other proprietary rights of any kind in the LACE Partners Technologies, that LACE Partners may use or develop in connection with this Contract, other than materials which the Client has provided to LACE Partners in which any Third Party – as a legal person or a natural person – other than any Party itself retain intellectual property rights.

9.7 “LACE Partners Technology” means all know-how and software, system interfaces, templates, methodologies, ideas, concepts, techniques, tools, processes, and technologies, including web-based technologies and algorithms owned by, licensed to or developed by any LACE Partners Entity and used by LACE Partners in performing the Services or its other obligations.

Article 10. Confidentiality

10.1 Both Parties undertake not to disclose any information contained or embodied in this Contract or the information made available to them in respect thereof and to treat the same as confidential until the earlier of (i) the information is made generally available to the public other than by acts or a breach by the recipient Party (hereinafter for the purpose of this Section the “Recipient”), its employees or representatives of the obligation, or (ii) expiry of 24 months after the signature hereof.

10.2 Neither Party shall disclose confidential information to any Third Party other than their professional advisers and Authorised Personnel. Should either Party be aware of any breach of confidentiality obligations by any person, the said Party shall forthwith notify the other Party accordingly.

10.3 The obligations of confidence referred to in this Clause shall not extend to any information which:

10.3.1 is or shall become generally available to the public other than by a breach by the Recipient of the provisions of this Clause; or

10.3.2 is known to the Recipient and is at its free disposal prior to its receipt from the other Party; or



10.3.3 is subsequently disclosed to the Recipient without imposing an obligation of confidence by a Third Party owing no such obligations in respect thereof; or

10.3.4 becomes available to either Party on a non-confidential basis from a source other than the other Party which Recipient believes is not prohibited from disclosing such information to the Recipient; or

10.3.5 is known by Recipient prior to its receipt from the other Party without any obligation of confidentiality with respect thereto; or

10.3.6 is developed by recipient Party independently of any disclosures made by the Party to the Recipient; or

10.3.7 is required to be disclosed by law.

10.4 The Client hereby consents to LACE Partners disclosing such confidential information (i) to any LACE Partners Entity (including its partners, principals, and employees), (ii) to Subcontractors that are providing services in connection with this Contract and that have agreed to be bound by confidentiality obligations similar to those in this Section 10; (iii) to legal advisors, LACE Partners insurers or as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with potential litigation, or necessary to protect LACE Partners legitimate interests.

10.5 The Services and the LACE Partners Deliverables are rendered for the sole and exclusive use of the Client and cannot be used, disclosed or be relied upon by any Third Party, who is not an employee of the Client, or the Client's legal and other professional advisors in connection with the Service, without the prior written approval of LACE Partners. Such approval will be granted only if the Client and the Third Party express their consent with by LACE Partners defined conditions. In the event such written consent of LACE Partners is provided then the LACE Partners Deliverables or other written material produced by LACE Partners as a result of the Services will be reproduced in their entirety including any disclaimers of liability vis a vis such Third Party. In the event of any unauthorised usage of the Services or the LACE Partners Deliverables or unauthorised reliance upon the Services or the LACE Partners Deliverables by a Third Party, the Client agrees to indemnify LACE Partners, its personnel and the LACE Partners Entities from all Third Party claims and other expenses arising out of such usage or reliance.

10.6 The Client shall use the LACE Partners Deliverables solely for the purposes specified herein and, in particular, shall not, without the prior written consent of LACE Partners, use any LACE Partners Deliverable in connection with business decisions of any Third Party or for advertisement purposes. All Services and LACE Partners Deliverables are only intended for the benefit of the Client. The mere receipt of any LACE Partners Deliverables by any other persons (including any Third Party) is not intended to create any duty of care, professional relationship or any present or future liability between those persons and LACE Partners. As a consequence, if any LACE Partners Deliverables (or any information derived there from) are provided to the Third Parties under the above exclusions, it is on the basis that LACE Partners owes no duty of care or liability to them, or any other persons who subsequently receive the same.

Article 11. Contract Termination

11.1 Each Party shall be entitled to withdraw from this Contract, if:

11.1.1 the other Party is in delay of any payment or a part thereof and the payment is not settled within thirty (30) days of receiving the notification in writing; or

11.1.2 the other Party is adjudicated insolvent by the competent court due to insolvency or over indebtedness, or the insolvency claim is dismissed due to insufficient assets of the other Party, or the other Party is being wound-up; or



11.1.3 LACE Partners is in delay of the performance of the subject matter of the Contract for a period exceeding thirty (30) days and is notified in writing; or

11.1.4 the other Party seriously violates any provision hereof.

11.2 The withdrawal pursuant to Section 11.1 shall terminate this Contract with the effect *ex nunc* upon a delivery of the written notification of withdrawal to the other Party.

11.3 Each Party shall be entitled to terminate this Contract by serving a written termination notice to the other Party, stating the reason for termination or without such reason, at any time with a thirty (30) days' notice period which shall start to run after delivery of the written notice to the other Party. LACE Partners shall also be entitled to terminate this Contract with immediate effect upon written notice to the Client if LACE Partners determines that (i) a governmental, regulatory, or professional entity, or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render LACE Partners' performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of the Client) such that LACE Partners' performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the Contract, the Client will compensate LACE Partners under the terms of Section 11.4 for the Services performed and expenses incurred through the effective date of termination.

11.4 If the Contract is terminated by withdrawal, except for withdrawal by the Client due to breach on LACE Partners side as specified in Sections 11.1.3 or 11.1.4 above, the Client agrees to pay LACE Partners the fees for the Services which were demonstrably provided under this Contract up to the moment of the Contract's termination. The amount of the fees shall correspond to the time spent by LACE Partners' personnel on the provision of the Services under this Contract and shall be calculated based on the standard hourly rates of the members of LACE Partners' Personnel by reference to their position multiplied by the number of hours spent by the relevant members of LACE Partners' Personnel on the provision of Services hereunder. In an event such as this, LACE Partners shall have right to receive full compensation of all costs incurred in connection with the provision of Services pursuant to this Contract prior to the termination of the Contract, and any and all fines or costs incurred by LACE Partners due to the termination of contracts that LACE Partners entered into in connection with the provision of Services pursuant to this Contract, without prejudice to any damages and contractual fines laid out by the provisions herein and effective legal regulations.

11.5 At the written request and expense of the Client, LACE Partners shall hand over to the Client all paper-form documents received from the Client in connection with the provision of the Services. However, this shall not apply to correspondence between LACE Partners and the Client, to internal documents of LACE Partners and to documents which have to be kept by LACE Partners in accordance with the applicable regulations. LACE Partners may make and/or retain copies or duplicates of the documents to be returned to the Client. The Client shall take-over the documents handed over by LACE Partners within three months of the Client's request for return. If the Client fails to do so, LACE Partners shall have the right to return the documents to the Client at the expense of the Client or to charge safe custody charges. While some documents may legally belong to the Client, LACE Partners reserves right to destroy correspondence, other paper-form documents and/or documents in electronic form after ten years following the taxable period to which such documents relate, unless the Client orders in writing not to do so. If the Client wishes to keep such documents for a longer period, LACE Partners must be informed in writing in advance and in writing and LACE Partners is entitled to charge a fee for the storage costs for those documents to the Client.

11.6 Termination or withdrawal from this Contract shall not prejudice the effect of any provision herein, which is expressly or by implication intended to remain effective or come into force on or after the termination.



11.7 In particularly but not limited to following rights and obligations of the Parties under this Contract that are set out in the Clauses Fees and Payment Terms and Conditions (Clause 3 and Section 3), Warranty (Section 6), Liability for Damage (Section 7), Intellectual Property (Section 9), Confidentiality (Section 10), Contract Termination (Section 11), Force Majeure and Circumstances Excluding Parties' Liability (Section 12), Notices (Section 13), Data Protection (Section 14) and Final Provisions (Section 15), shall survive and continue after the termination of this Contract and shall bind the Parties and their legal representatives, successors, heirs, and persons that were assigned any rights or that took over any obligations arising under this Contract.

Article 12. Force Majeure and Circumstances Excluding Parties' Liability

12.1 Neither Party shall be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation fire, act of God, epidemic, strike or labour dispute, excluding labour disputes within the respective Party, war or other violence, or any law, order, or requirement of any governmental agency or authority.

12.2 If either Party is prevented from meeting its obligations due to circumstances of force majeure, it shall notify the other Party accordingly.

12.3 The Client acknowledges that the electronic transmission of data by e-mail via the Internet or otherwise may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. LACE Partners shall use its reasonable endeavours to ensure that the electronic transmission of data is free from viruses and any other material which may cause inconvenience or harm to any other computer system and the Client undertakes to do likewise with any electronic communications it may send to LACE Partners. However, because the electronic transmission of data cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties, LACE Partners shall have no responsibility or liability to the Client on any basis other than LACE Partners' wilful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information to the Client or Client's retained advisors, consultants or legal counsel.

Article 13. Notices

13.1 Save as otherwise expressly provided in this Contract, any notice or other communication to be given by either Party to the other Party shall be in writing and in English. Notices shall be given by letter delivered by hand or sent by prepaid post as most appropriate, or facsimile or e-mail and shall be addressed to the other Party and sent to the address, or facsimile number or e-mail address of the other Party set out in Article 5 of the Agreement and marked for the attention of the recipient or to such other address or marked for such other attention as such recipient may specify by notice given in accordance with this Section and shall be deemed to have been received:

13.1.1 in the case of delivery by hand, when delivered;

13.1.2 in the case of prepaid post, on the fifth (5th) day following the day of posting;

13.1.3 in the case of facsimile, upon acknowledgement by the recipient's facsimile-receiving equipment on a business day provided that such acknowledgement occurs before 5:00 PM and, in any other case, on the next business day following the business day of sending the facsimile;

13.1.4 in the case of e-mail, upon acknowledgement by the recipient's computer on a business day provided that such acknowledgement occurs before 5:00 PM and, in any other case, on the next business day following the business day of sending the e-mail.

Article 14. Data Protection



14.1 Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of Data Protection Act 2018 which is the UK's implementation of the General Data Protection Regulation (GDPR) and any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data,

14.2 LACE Partners (acting as data processor) will process personal data provided by the Client, as defined under the applicable law ("Client Personal Data"), in order to provide the professional services as defined in the Agreement. The Client (acting as data controller) confirms that it has obtained all the authorizations to process and transfer the personal data to LACE Partners and undertakes to provide LACE Partners with all the necessary instructions for processing and with accurate and up-to-date personal data.

14.3 The Client hereby instructs LACE Partners to process the Client Personal Data exclusively for the purpose of the Agreement and for the purpose of complying with applicable laws and regulations. Each of the Parties agrees that the Client Personal Data will only be processed in accordance with the above specified the purpose(s) and in accordance with the Client instructions. LACE Partners shall keep the Client's Personal Data secured and confidential. LACE Partners shall take the technical, organizational and personal measures to protect the Personal Data as instructed by the Client. LACE Partners will not be responsible for the security of the Client Personal Data during e-mail, authorised transmission over commercial internet and voice over transmission via public telecommunication facilities or services and for security arranged in accordance with the Client instruction. The Client's Personal Data will only be accessed by authorised individuals within the LACE Partners team and by authorised IT experts, who are responsible to keep secured the electronic system hosting the Client's Personal Data.

14.4 LACE Partners may transfer, including transfers to its affiliates and subcontractors, any Client Personal Data across country border, including outside the territory of the European Union providing that the legal obligations for such transfer are fulfilled by LACE Partners. LACE Partners may transfer the Client Personal Data and other confidential data for storage purposes to LACE Partners regional server managed by LACE Partners or one of its affiliates and/or subcontractors, provided that the technical, organizational and personal measures are maintained on the same level.

14.5 Upon the expiry or termination of the Agreement for services, LACE Partners shall destroy or return all the Client Personal Data, and the Client shall destroy or return all LACE Partners Personal Data, unless required otherwise by law or in the Agreement.

14.6 LACE Partners may process contact Client Personal Data (name, surname, e-mail address and phone number) in a special database serving for commercial communication and other marketing purposes, until revoked. LACE Partners may transfer such personal data to its affiliates and related LACE Partners entities within Central Europe region under the conditions of local applicable laws regulating data privacy and use of personal data for marketing purposes. To review and/or update the respective personal data as well as revoke the consent at any time, the Client may contact LACE Partners pursuant to procedure agreed in the Agreement.

Article 15. Concluding Provisions

15.1 If any provision of this Contract is determined to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intentions and purposes of the Parties. The Parties further agree to replace an invalid or unenforceable provision by a mutually acceptable valid, legal and enforceable provision that reflects the intentions of the Parties underlying the former provision.



15.2 Project Managers, employees, advisors or consultants of either Party shall not be entitled to grant warranties to the other Party not contained in this Contract and both parties claim that they have not relied upon any such oral or written declarations except those that have been signed by authorised representatives of both Parties.

15.3 Neither Party shall publicise any declaration regarding this Contract, Services, LACE Partners Deliverables or regarding the project under this Contract or the other Party without the prior written consent of the other Party.

15.4 Any of the Parties shall not use the other Party's trademarks, service marks, registered origin of products or services, logos, name and/or branding in external publicity material without a prior written consent of the other Party. Notwithstanding anything herein to the contrary, any LACE Partners Entity may use the name and logo of the Client and a description of the Services provided under this Contract in marketing and publicity materials, as an indication of its experience, and for internal purposes.

15.5 Without the consent of the other Party the rights and duties under this Contract shall not be transferred to any Third Party. LACE Partners may assign any of its rights or obligations hereunder to any LACE Partners Entity and to any successor to its business. Neither Party will directly or indirectly agree to assign nor transfer to a Third Party any claim against the other Party arising out of this Contract.

15.6 Parties hereby claim and confirm that any contractual penalty pursuant hereto is agreed as being liquidated damage and neither Party has right to claim damage compensation in addition to the contractual penalty.

15.7 Any and all changes to this Contract shall be deemed valid only if made in writing and signed by authorised representatives of both Parties.

15.8 The Parties acknowledge and agree that the employees and consultants of the Parties who perform services hereunder are a valuable asset to the Parties and are difficult to replace. Accordingly, the Parties hereby agree that during the term of this Agreement, and for a period of twelve (12) months thereafter, they will not offer employment as an employee, independent contractor, or consultant to any employee or consultant of the other Party. In the event that either Party breaches the provisions of this Clause 15.8 it shall pay the other Party on demand a sum equivalent to twelve (12) months gross salary of the employee, contractor or consultant to whom employment has been offered.

15.9 This Contract shall be governed by the laws of the England. In case of any dispute arising from this Contract, any controversy shall be solved amicably first. Unless the Parties settle out of court within 30 days, unless agreed otherwise in a particular case, either Party may submit such dispute to the competent court in England.