

## STATEMENT OF WORK

This Agreement, incorporating this statement of work (“**Statement of Work**”) and the attached terms and conditions at Schedule 1, (“**Terms and Conditions**”) is entered into between Cynozure Group Limited (“**Cynozure**”) and the entity whose details are set out below (the “**Client**”) and begins on the Start Date (as defined below). In the event of a conflict between the Statement of Work and the Terms and Conditions, the Statement of Work shall take precedence.

Start Date	The earlier of: (a) Cynozure commencing provision of the Services under to the Client under this Statement of Work; or (b) the date when this Statement of Work has been signed by both Cynozure and the Client.
Client	<div>[COMPANY NAME]</div> <div>[ADDRESS]</div> <div>[CONTACT NAME]</div> <div>[CONTACT EMAIL ADDRESS]</div>
Cynozure Manager	You can raise any issues or queries about the service to the following individual: [NAME]
Services	[Include reference to level of resource and number of days for each]
Term	The Agreement shall commence on the Start Date and shall continue for a term of [NUMBER] months.
Client Materials	.
Client Responsibilities	
Deliverables	
Fees	<p>[The Fees for this engagement are: £[INSERT]. This is a fixed price engagement. ]</p> <p>Or</p> <p>[Reference to the Fees Table and number of resource identified above.]</p> <p>The Fees are exclusive of VAT.</p>
Invoicing Schedule	Invoices shall be submitted [INSERT invoice schedule e.g. in full at the start of the engagement/monthly in arrears/x% on signature].
Additional Terms	

This Agreement has been entered into on the Start Date.

Signed by [NAME OF DIRECTOR]

.....

for and on behalf of

[SIGNATURE OF DIRECTOR]

**CYNOZURE GROUP LIMITED**

Director

Signed by [NAME OF DIRECTOR]

.....

for and on behalf of

[SIGNATURE OF DIRECTOR]

[NAME OF COMPANY]

Director

## SCHEDULE 1: TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1. In this Agreement, the following words shall have the following meanings:

**"Agreement"** means together the Statement of Work and these Terms and Conditions.

**"Confidential Information"** means any information that (a) is marked confidential or is otherwise identified as confidential, or (b) even if it is not marked "confidential" a reasonable person would recognise as information that ought to be treated as confidential information including tools, know-how, formulae and processes, technical and non-technical data, patterns, compilations, programs, methods, techniques, databases, contractual information, Client information, and any other relevant information furnished by the recipient by and on behalf of the other party whether before or after the Start Date of the Agreement. For the avoidance of doubt Cynozure Materials shall be considered Cynozure's Confidential Information.

**"Cynozure"** means Cynozure Group Limited, a company incorporated in England and Wales whose registered office is at 2 Adelaide Street, St. Albans, England, AL3 5BH.

**"Client"** means the entity identified in the Statement of Work.

**"Cynozure Materials"** means (1) materials belonging to Cynozure either previously to this Agreement or developed separately from it; and (2) materials developed during the term of a Statement of Work which are not Deliverables and have not been created solely for performance of the Services.

**"Deliverables"** means the specific materials to be delivered to the Client as part of the Services as set out specifically in the Statement of Work.

**"Fees"** means the total sum to be paid by the Client as stated in the Statement of Work, (including the costs of any Sub-Contractors), and any agreed expenses to Cynozure.

**"Intellectual Property Rights"** means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, utility models, rights in designs, trade marks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information, methodologies, training modules and other similar or equivalent rights or forms of protection as may now or in the future exist anywhere in the world.

**"Personnel"** means all personnel required to perform the Services including Sub-Contractors.

**"Services"** means the services provided to the Client as specified in the Statement of Work.

**"Statement of Work"** means the document setting out amongst other things the Client details, Deliverables, Fees and invoice schedule.

**"Sub-Contractors"** means the third-party services or personnel engaged as part of the Services.

### 2. THE SERVICES

2.1. This Agreement shall be deemed accepted upon signing the Statement of Work or upon commencement of the Services. Cynozure shall provide the Services from the date specified in the Statement of Work. Cynozure shall provide the Services to the Client using its reasonable care and skill and in accordance with the Client's reasonable requests from time to time and the terms of this Agreement.

2.2. Cynozure warrants that; (a) it will perform the Services in a professional manner; and (b) each of its Personnel are suitably qualified and trained in order to provide the Services.

2.3. The Client shall: (a) fully brief Cynozure and ensure the accuracy of any materials it provides to it in the performance of the Services (Cynozure shall have no liability whatsoever arising out of or in connection with any failure to provide, or delay in providing, the Services to the extent such failure or delay caused or contributed to by the Client's failure to comply with this clause 2.3(a)); and (b) pay the Fees and agreed costs and expenses.

2.4. Each party warrants, undertakes and represents on an on-going basis that:

- a) it has full capacity and authority to enter into and perform its obligations under this Agreement;
- b) it is in compliance with all applicable laws, regulations and codes of practice;
- c) it will not do any act or make any omission in relation to the performance of its obligations under this Agreement which does or may adversely materially affect the reputation of the other party; and
- d) the Deliverables are complete and accurate;
- e) so far as Cynozure is aware, the Deliverables are non-infringing and compliant in all respects with this Agreement.

- 2.5. Any change to the scope of the Services shall be recorded in writing by the parties. Cynozure shall inform the Client on any changes to the Fees or the timings of delivery of the Services as a result of such change.
- 2.6. Any subsequent Statement of Work entered into between the Parties shall be subject to the terms of this Agreement unless stated otherwise.
- 2.7. Any performance dates specified in a Statement of Work shall be an estimate only and time for performance by Cynozure shall not be of the essence of this Agreement.

### **3. FEES**

- 3.1. Cynozure shall be entitled to invoice the Client for the Fees in accordance with the agreed invoicing schedule set out in the Statement of Work. The Client shall pay the Fees within 14 days of the date of invoice or as stated in the Statement of Work if different. Fees shall be paid in the currency shown in the Statement of Work. Payment of Fees shall be made as per the instructions set out in the Statement of Work.
- 3.2. All sums payable by the Client to Cynozure are (a) exclusive of VAT; (b) shall be paid without deduction, withholding or set-off.
- 3.3. The Fees exclude (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Cynozure engages in connection with the Services; and (b) the cost to Cynozure of any materials or services procured by Cynozure from third parties for the provision of the Services as such items and their cost are set out in the Statement of Work or subsequently approved by the Client in advance from time to time.
- 3.4. Cynozure may charge interest on any undisputed overdue sum at the rate of 2% above the Bank of England base rate per annum.

### **4. TERMINATION**

- 4.1. Either party may terminate this Agreement, in whole or (with a proportionate reduction in the Fee) in part, at any time:
  - a) immediately if the other party is in material breach of this Agreement which is not remedied within 14 days of that party being given notice to do so (the Client's failure to pay an amount due under this Agreement by the due date for payment shall constitute a material breach for the purposes of this clause 4.1(a)); or
  - b) immediately if an order is made or a resolution is passed for the winding up of the party, or the party has a receiver or administrator appointed of any part of its assets, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or a court to make a winding up or administration order, or makes an arrangement with creditors or if the party is unable to pay its debts as and when they fall due.
- 4.2. The Client shall pay all fees and committed or unavoidable costs payable to the date of termination.
- 4.3. Upon expiry or termination of this Agreement or of any part of the Services, Cynozure will deliver all Confidential Information of the Client to the Client and, at the Client's cost and expense, liaise with the Client and/or third party to ensure a satisfactory handover.
- 4.4. Expiry or termination of this Agreement shall be without prejudice to any rights accrued up to the date of termination or any provisions which expressly or impliedly survive termination.
- 4.5. If the Client decides to cancel the Services prior to their commencement they shall be liable to pay cancellation fees, (including any committed and unavoidable costs) as follows:
  - a) Cancellation more than 14 business days before the date on which the Services were due to be commenced: all committed and unavoidable costs.
  - b) Cancellation 14 business days or less (but more than 1 business day) before the date on which the Services were due to be commenced: 50% of the Fees and all committed and unavoidable costs
  - c) Cancellation 1 business day or less before the date on which the Services were due to be commenced: 100% of the Fees and all committed and unavoidable costs.

For the purposes of this clause 4.5, a "business day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

### **5. LIMITATION OF LIABILITY**

- 5.1. Nothing in this Agreement shall exclude or limit either party's liability in respect of any claims:
  - a) for death or personal injury caused by the negligence of such party; or
  - b) resulting from any fraud including fraudulent misrepresentation made by such party; or
  - c) for which liability may not otherwise lawfully be limited or excluded.

- 5.2. Subject to Clause 5.1, Cynozure shall not be liable for any indirect, special or consequential losses or any loss of profits (whether direct or indirect), loss of goodwill, loss of business, loss of revenue or loss of anticipated savings.
- 5.3. Subject to Clauses 5.1 and 5.2, Cynozure's total aggregate liability arising from or related to this Agreement (whether in contract, tort including negligence or otherwise) shall not exceed an amount equal to the Fees paid or payable to Cynozure by the Client under this Agreement in the twelve (12) months preceding the event that triggered such liability.

## **6. INSURANCE**

Cynozure shall take out and maintain with a reputable third-party insurer an adequate level of insurance in respect of its professional indemnity liability.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. The Client acknowledges that ownership of all IPR in Cynozure Materials shall remain vested in Cynozure. To the extent that Cynozure provides any Cynozure Materials to the Client, Cynozure hereby grants the Client a non-exclusive, non-sub-licensable, licence to use the relevant Cynozure Materials solely for its internal purposes and not for publication or other distribution or communication to a third party (unless so authorised to the contrary in writing).
- 7.2. In relation to the Deliverables:
- a) Cynozure and its licensors shall retain ownership of all IPR in the Deliverables, excluding the Clients Materials (as defined in clause 8.1, below);
  - b) Cynozure grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
  - c) the Client shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2(b).
- 7.3. Nothing in this Agreement is intended to affect Cynozure's ownership of materials used or developed by it independently of the Services or Cynozure's generic and specific methodologies, tools, technology, training modules or processes which are used by it (but not developed by it) or any other Intellectual Property which is used in the performance of the Services (together the "**Pre-Existing Materials**"). If Cynozure's Pre-Existing Materials (or part thereof) are incorporated in the Deliverables, or required to use or exploit the Services, Cynozure hereby grants to the Client a perpetual, worldwide, irrevocable, non-exclusive, royalty-free licence to use the Cynozure's Pre-Existing Materials to enable the Client to obtain the full benefit of the Services.
- 7.4. Cynozure warrants and represents that it has the right to assign or license all Intellectual Property Rights granted or assigned pursuant to this Agreement and that the grant and terms of its respective assignment or licence shall not infringe the Intellectual Property Rights of any third party.
- 7.5. Cynozure shall not acquire any right, title or interest in or to any Intellectual Property Rights owned by or licensed by any third party to the Client by reason of this Agreement and Cynozure acknowledges that all such Intellectual Property Rights remain the property of the Client and/or its licensors.
- 7.6. Where software is to be provided by Cynozure as part of the Services, the Client acknowledges that its use of such software may be subject to separate licence terms.

## **8. CLIENT MATERIALS**

- 8.1. Title to any property of the Client provided to Cynozure for the performance of the Services ("**Client Materials**") shall remain with the Client.
- 8.2. Subject to reasonable prior notice, the Client shall be entitled to retake possession of the Client Materials at any time from Cynozure.
- 8.3. The Client shall grant Cynozure a non-exclusive, non-transferable, perpetual, worldwide licence to use the Client Materials for the purposes of providing the Services in accordance with this Agreement.

## **9. DATA PROTECTION**

- 9.1 Data Protection Laws means
- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
  - b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Client or Cynozure is subject, which relates to the protection of personal data.

**"Data Controller", Data Processor", "Data Subject", Personal Data"** and **"Processing"** shall have the same meanings as in the Data Protection Laws and shall be construed accordingly. Neither Party shall do anything that would cause the other Party to be in breach of its obligations under the Data Protection Laws.

**"EU GDPR"** means the General Data Protection Regulation ((EU) 2016/679).

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 9.2 Cynozure shall only process any Personal Data for the purposes notified to it by the Client and subject to a separate data processing agreement.

## **10. FORCE MAJEURE**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **11. GENERAL**

- 11.1. The Client agrees that:

- a) Cynozure may at any time on or after the Start Date:
  - a. distribute a press release regarding this Agreement; and
  - b. add the Client's logo and a high-level description of any Services to be provided by Cynozure to the Client to Cynozure's website; and
- b) on successful completion of the Services, the Client will stand as reference for Cynozure and will allow the production and distribution by Cynozure of a case study and other reasonable publicity relating to the Services provided by Cynozure to the Client under this Agreement.

- 11.2. Both parties shall during this Agreement and for a period of 2 years thereafter, keep confidential all Confidential Information and shall not use or disclose such Confidential Information to any third party except as may be strictly necessary in order to perform the Services or as required by law.

- 11.3. Cynozure is permitted to subcontract some or all of the Services however, shall at all times remain liable for the acts and omissions of any Sub-Contractors.

- 11.4. Subject to clause 11.3, neither party may assign, subcontract or in any way transfer any of their rights or obligations under this Agreement without the prior written consent of the other party.

- 11.5. Each provision of this Agreement is severable and distinct from the others. Invalidity or unenforceability of a specific provision shall not affect the other provisions of this Agreement.

- 11.6. Any failure to exercise or any delay in exercising a right or remedy provided this Agreement or at law or in equity shall not constitute a waiver of the rights or remedies or a waiver of any other rights or remedies.

- 11.7. Nothing in this Agreement shall be construed as establishing or implying any partnership or agency relationship between the parties.

- 11.8. This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with within it and supersedes any previous agreement between the parties relating to such matters. This Agreement may only be amended in writing with the agreement of the Client and Cynozure.

- 11.9. No person who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999.

- 11.10. Any notice required to be given under this Agreement shall be in writing and shall be validly served only if sent to the other at the address on the Statement of Work by hand, by registered first class post or special delivery.

- 11.11. This Agreement and any non-contractual obligations shall be governed by English law and the parties agree to submit any dispute to the exclusive jurisdiction of the English Court.