



Date: Updated April 24

## Terms and Conditions

These Terms & Conditions apply to the sale of Services. Please read these Terms & Conditions carefully before purchasing Services and retain a copy for your records. You accept that by purchasing Services you agree to be bound by Conditions and by ordering Services from CyberQ Group Ltd. you warrant that you are legally capable of entering into binding contracts.

### 1. Interpretation

In these Terms & Conditions, the following definitions apply:

**Agreement:** means these Conditions together with the Statement of Work and/or Proposal as applicable.

**Charges:** the charges payable by the Customer for the supply of the Services as detailed in the Statement of Work and/or Proposal.

**Competition Laws:** the national and directly effective legislation of any jurisdiction in which the Customer or the Subsidiaries conduct business, including but not limited to the Competition Act 1998, which from time to time governs the conduct of companies or individuals in relation to restrictive or other anti-competitive agreements or practices (including, but not limited to, cartels, pricing, resale pricing, market sharing, bid rigging, terms of trading, purchase or supply and joint ventures), dominant or monopoly market positions (whether held individually or collectively) and the control of acquisitions or mergers

**Conditions:** means the terms and conditions set out in clauses 1 to 12 (inclusive) herein including all schedules (if any) hereto and all amendments to any of them as agreed from time to time between the parties.

**Customer:** means such individual, corporate or unincorporated body that purchases Services from CyberQ Group Ltd. in accordance with the Agreement.

**Customer Materials:** means all materials, equipment, documents and other property of the Customer.

**Customer Responsibilities:** means the specific responsibilities to be undertaken by the Customer in relation to the Services, as set out in clause 4 and/ or in a Statement of Work and/or proposal.

**CyberQ Group:** means CyberQ Group Ltd, a company registered in the United Kingdom with company number 10507340 whose registered address is at **Browne Jacobson LLP (Cs), 15th Floor, 103 Colmore Row, Birmingham, United Kingdom, B3 3AG**

**Data:** shall mean data provided or made available to CyberQ Group by the Customer for the purposes of delivering the Services or such data that comes into the possession of CyberQ Group as a result of providing the Services and shall include Personal Data.

**Data Protection Legislation:** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.];

**Deliverable:** means all documents, products and materials whether electronic, documentary, tangible or intangible, developed, written or prepared by CyberQ Group Ltd. (or its sub- contractors or consultants) and delivered to the Customer as an output of the Services (including data, reports, specifications, and software) and as specified as a deliverable in the Statement of Work and/or Proposal.

**Effective Date:** shall mean the date specified as the effective or commencement date in the Statement of Work and/or Proposal.

**Force Majeure Event:** means an event which is beyond the reasonable control of the affected party including an event which falls into one or more of the following categories: strike, lockout or labour dispute (excluding, in all cases, by the employees of the party liable to effect performance or its subcontractors or CyberQ Group Ltd.); act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism; explosion or malicious damage compliance with a law or governmental order, rule, regulation or direction; accident or breakdown of plant or machinery.

**Intellectual Property Rights:** means (a) patents, utility models, supplementary protection certificates, petty patents, inventions (whether patentable or not), registered designs, rights in copyright (including authors' and neighbouring or related insert "moral" rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; and (b) all registrations or applications to register any of the items referred to in paragraph (a); and (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction.

**Laws:** means any applicable law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance for industry code of practice, rule of court or directives, delegated or subordinate legislation.

**Personal Data:** shall have the meaning ascribed to it in the Data Protection Legislation.

**Proposal:** means the proposal submitted to the Customer describing the Services between CyberQ Group Ltd. and the Customer which will incorporate these Conditions.

**Services:** shall comprise of cyber security services (either together or in part) as more particularly described in the Statement of Work and/or Proposal.

**Statement of Work:** means the statement of work describing the Services between CyberQ Group Ltd. and the Customer which incorporates these Conditions.

**Supplier Materials:** means all materials, equipment, documents and other property of the Supplier.

In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);



- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e) a reference to writing or written includes e-mails;

if there is any conflict, ambiguity or inconsistency between the Conditions or the Statement of Work or the Proposal then the following order of precedence shall apply: firstly, the clauses of the Conditions, secondly, the schedules of the Conditions (if any), thirdly, the Statement of Work (unless the Statement of Work specifically provides that it is to take precedence over the Conditions) and fourthly, the Proposal (unless the Proposal specifically provides that it is to take precedence over the Conditions and/or Statement of Work).

## **2. Business Customers only**

These Conditions apply to business customers only. These Conditions do not apply to individual consumers purchasing Services for personal purposes (that is, not in connection with, or for use in, their trade, business, craft, or profession).

## **3. Basis of Agreement**

3.1 CyberQ Group shall supply the Services to the Customer in accordance with the Agreement from the Effective Date. The Services described in the Statement of Work and/or Proposal shall continue to be supplied until the Services are completed in accordance with its terms unless terminated earlier in accordance with clause 10.

3.2 The Statement of Work and/or Proposal together with the Conditions form the Agreement. Each reference herein to an "Agreement" shall be read as referring to the Statement of Work and/or Proposal, including these Conditions.

3.3 For the Agreement to be valid, the Statement of Work and/or Proposal must be signed by an authorised representative of each party.

3.4 Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of the Statement of Work and/or Proposal by or on behalf of the parties and relating to its subject matter.

3.5 Each party confirms that it has not relied upon and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not that party is a party to the Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Agreement.

3.6 Subject to this clause, neither party shall be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Agreement. Nothing in the Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

## **4. Supply of Services**

4.1 The Customer shall ensure that the Services and any Deliverables are adequate for its requirements. CyberQ Group has no responsibility, and accordingly no liability, in this regard. For the avoidance of doubt, CyberQ Group gives no warranty or guarantee that following completion of the Services the Customer's information technology networks or systems will be secure.

4.2 CyberQ Group shall use its reasonable endeavours to provide the Services and Deliverables in accordance with agreed dates in the Statement of Work and/or Proposal (if any) but any such dates shall be estimates only and time for performance by CyberQ Group shall not be of the essence of this agreement unless specified in a Statement of Work and/or Proposal or in agreed in writing between the parties.

4.3 CyberQ Group shall use reasonable endeavours to observe all health and safety rules and regulations and any other applicable security requirements (where such are not in conflict with the Services) that apply at the Customer's premises and that have been communicated to it in advance, provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under the Agreement.

4.4 CyberQ Group shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and CyberQ Group shall notify the Customer in any such event by providing 30 days written notice.

4.5 CyberQ Group warrants that the Services shall be supplied with reasonable skill and care by appropriately experienced and qualified personnel and in accordance with good industry practice.

4.6 CyberQ Group shall provide the Services using suitable incident response software. CyberQ Group warrants that at all times during the provision of Services that the software is free from malicious software.

4.7 Following a security incident CyberQ Group warrants that all Data will be removed by the most secure means possible according to the circumstances as agreed between CyberQ Group and the Customer.

4.8 All Supplier Materials are the exclusive property of CyberQ Group. All Customer Materials are the exclusive property of the Customer.

## **5. Customer Responsibilities**

5.1 The Customer shall comply with the obligations contained within these Conditions and those responsibilities identified as Customer Responsibilities in the Statement of Work and/or Proposal.

The Customer acknowledges that CyberQ Group's provision of the Services is dependent upon the Customer's timely and effective performance of the Customer Responsibilities. In the event that the Customer fails to perform any of the Customer Responsibilities in a timely manner, or any of the assumptions made by CyberQ Group as set out in the Statement of Work and/or Proposal prove to be inaccurate or incorrect as a result of the Customer's act or omission, and this directly results in CyberQ Group being unable to provide the Services or the Deliverables (or any part of them) in accordance with the Statement of Work and/or Proposal: CyberQ Group shall have no liability in respect of such failure; and

- a) the Customer shall grant to CyberQ Group such additional time as is reasonably necessary to provide the Services and/or the relevant Deliverable, as the case may be, and;
- b) the Customer shall reimburse CyberQ Group on written demand for any reasonable costs or losses sustained or incurred by Cyber Q Group arising directly



from a breach of this clause 5 including additional mobilisation fees and expenses necessarily incurred in excess of those quoted in the Statement of Work and/or Proposal, provided that the Customer's total liability under this clause 4 shall not exceed £25,000.

5.2 In addition to any items specified in the Statement of Work and/or Proposal, the Customer shall, at no charge, provide:

- a) CyberQ Group and its personnel with access to the Customer's premises, office accommodation, and facilities, as reasonably required by CyberQ Group to perform the Services;
- b) reasonable access to its employees, and any relevant consultants and ensure that such personnel co-operate fully with CyberQ Group;
- c) CyberQ Group with all the information that is reasonably necessary for the performance of the Services and use its reasonable endeavours to ensure that such information is complete, accurate and not misleading, and;
- d) authority, for the purposes of all applicable UK legislative provisions which includes but is not limited to the Computer Misuse Act 1990, all and any acts necessarily carried out by CyberQ Group during delivering of the Services.

5.3 The Customer shall ensure it has and continues to have all licences, consents and permissions necessary for CyberQ Group to: perform the Services requested by the Customer (to the extent that any such licences, consents or permissions are necessary to provide the Services specifically to the Customer, rather than any such licences, consents or permissions that CyberQ Group is required to have to carry out its business); use all materials, including documentation, reports and data, provided to it by, or on behalf of, the Customer pursuant to the Agreement.

5.4 The Customer shall keep and maintain all materials, equipment, documents and other property of CyberQ Group ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain CyberQ Group Materials in good condition until returned to CyberQ Group, and not dispose of or use CyberQ Group Materials other than in accordance with CyberQ Group's written instructions or authorisation.

5.5 At all times during the provision of the Services the Customer shall take data back-up measures. The Customer shall provide for a daily back-up process and back-up relevant data before CyberQ Group performs the Services on Customer production and non-production information technology systems.

5.6 The Customer warrants that it has the authority to permit CyberQ Group to carry out the Services and where relevant in respect of the Services includes ownership of necessary Intellectual Property Rights right to grant access to software, networks, hardware (including servers) and computer systems owned or operated by the Customer that are necessary to perform the Services.

## 6. Charges and Payment

6.1 The Charges for the Services together with expenses are as quoted to the Customer in the Statement of Work and/or Proposal. CyberQ Group shall invoice the Customer 50% of the total fee at the onset of the project the remaining 50% will be invoiced on completion or at the intervals and frequency set out in the Statement of Work and/or Proposal.

6.2 The Customer shall pay each invoice submitted by CyberQ Group within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by CyberQ Group, and time for payment shall be of the essence of the Agreement unless the Statement of Work and/or Proposal states otherwise.

6.3 All Charges and other sums payable under the Agreement are exclusive of VAT and all other applicable sales tax (unless the contrary is expressly stated) which shall be payable at the applicable rate subject to CyberQ Group providing the Customer with such valid tax invoices or other documentation as may be required by any relevant laws.

6.4 Subject to clause 5.6, without limiting any other right or remedy of CyberQ Group, if the Customer fails to make any payment due to CyberQ Group under the Agreement by the due date for payment ("Due Date"), CyberQ Group shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the then current Royal Bank of Scotland Plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement.

6.5 The Customer shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against CyberQ Group to justify withholding payment of any such amount in whole or in part.

6.6 Where there is any dispute regarding sums and invoices submitted to the Customer, then the Customer shall notify CyberQ Group of the nature of such dispute in writing within 28 days of receipt of the invoice giving all relevant details. The Customer shall be entitled to withhold payment of the disputed amount. The parties shall cooperate in good faith to resolve the dispute of the invoice and upon settlement of any dispute, the Customer shall, if necessary, make the appropriate payment in accordance with the Agreement.

## 7. Intellectual Property Rights

7.1 Subject to clause 6.4, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by CyberQ Group.

7.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on CyberQ Group obtaining a written licence from the relevant licensor on such terms as will entitle CyberQ Group to licence such rights to the Customer. CyberQ Group will notify the Customer of any third party Intellectual Property Rights in writing and obtain any such consents prior to the Customer signing the relevant Statement of Work and/or Proposal.

7.3 CyberQ Group assigns to the Customer the Intellectual Property Rights in the Deliverables or any part of them providing that the Customer agrees and



acknowledges that CyberQ Group may use the layout and format of the Deliverables in any documents, diagrams, reports, analysis, specifications and materials supplied to other customers and that all necessary rights to give effect to this clause are reserved for CyberQ Group.

Except as expressly stated under this Agreement, neither party grants any other licence of, right in nor makes any assignment of any of its Intellectual Property Rights. In particular, the Customer shall have no rights in respect of any trade names or trademarks used by CyberQ Group in relation to its Services or their associated goodwill.

## **8. Data Protection**

8.1 Any Personal Data collected by either party will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. For complete details of CyberQ Group's collection, processing, storage, and retention of Personal Data including, but not limited to, the purpose(s) for which Personal Data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and Personal Data sharing (where applicable), please refer to the Privacy Policy <<insert link to Privacy Policy>>

## **9. Confidentiality**

9.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party

9.2 The obligations of confidentiality set out in this clause shall not apply to:

- a) information which is or becomes within the public domain other than as a result of a breach of this clause;
- b) information which the Receiving Party can show to have been known by it before disclosure to it by the Disclosing Party;
- c) information which is or becomes available to a party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure from a third party who is free to divulge it;

9.3 the disclosure of information required to be disclosed by Laws This clause 8 shall survive termination of the Agreement.= for a period of five years from the date of termination.

## **10. Limitation of Liability**

10.1 Nothing in the Agreement shall limit or exclude either party's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) any other liability that cannot, as a matter of law, be limited or excluded.

10.2 Subject to clause 9.1, neither party will be liable to the other party in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct, indirect or consequential arising out of, or in connection with, the Agreement and even if such losses and/or damages were foreseen, foreseeable or known, or the party was advised of the possibility of them in advance:

- a) economic loss;
- b) loss of actual or anticipated profits;
- c) loss of business revenue;
- d) loss of anticipated savings;
- e) loss of, damage to or corruption of data;
- f) loss of opportunity;
- g) loss of goodwill;
- h) punitive damages; or
- i) any indirect, special or consequential loss or damage howsoever caused.

10.3 Subject to clauses 9.1 and 9.2, CyberQ Group's entire liability to the Customer (excluding any indemnity obligations) under the Agreement, whether in contract, tort (including negligence) or breach of statutory duty, or otherwise, arising out of or in connection the Agreement shall not exceed the 300% of the Charges paid or payable under the Agreement.

10.4 Subject to clauses 9.1 and 9.2, the Customer's entire liability to the CyberQ Group under the Agreement, whether in contract, tort (including negligence) or breach of statutory duty, or otherwise, arising out of or in connection the Agreement shall not exceed the 100% of the Charges paid or payable under the Agreement.

10.5 Except as set out in these Conditions or the Statement of Work and/or Proposal, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Conditions and the Statement of Work and/or Proposal.

10.6 Subject to clause 9.1, CyberQ Group shall not be liable for costs, damages, losses or expenses arising due to the loss, recovery or corruption of any data occurring during the performance of the Services or any related systems downtime or re-run time, inaccurate output, business operation delays, damage or



impairment to Customer information technology networks, facilities, software and/or hardware (including servers) as a result of the performance of the Services.

10.7 This clause 9 shall survive termination of the Agreement.

## 11. Termination

11.1 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a Customer) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a Customer) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- f) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- i) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(b) to clause 10.1(h) (inclusive);
- j) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business, or;
- k) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.2 Without limiting its other rights or remedies, CyberQ Group shall have the right to terminate the Agreement by giving the Customer one months' written notice. The earliest time that such notice will take effect is upon the expiry or termination of the initial term of the applicable Statement of Work and/or Proposal.

11.3 Without limiting its other rights or remedies, the Customer shall have the right to terminate the Agreement by giving CyberQ Group one month's written notice.

## 12. Consequences of Termination

12.1 On termination of the Agreement by either party for any reason:

- a) The Customer shall immediately pay to CyberQ Group all of CyberQ Group's outstanding unpaid undisputed invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, CyberQ Group shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) The Customer shall return all of CyberQ Group Materials and any Deliverables which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Agreement;
- c) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry, and;
- d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 13. General

13.1 Force majeure: If either party is prevented from, or delayed in, performing any of its obligations under the Agreement by a Force Majeure event, then the affected party shall be excused from performance of, and not be liable for any delay or failure to perform for so long as the Force Majeure Event continues and to the extent that the affected party is so delayed or prevented. If the Force Majeure Event prevents, or delays, the affected party from performing any of its obligations under the Agreement for more than 14 days, the other party shall, without limiting its other rights or remedies, have the right to terminate the Agreement.

13.2 Assignment and subcontracting: CyberQ Group may transfer (assign) their obligations and rights under these Conditions to a third party (this may happen, for example, if the business is sold). If this occurs, the Customer will be informed by CyberQ Group in writing. Any rights under these Conditions will not be affected and CyberQ Group's obligations under these Conditions will be transferred to the third party who will remain bound by them. The Customer shall not, without the prior written consent of CyberQ Group (not to be unreasonably withheld), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement.



#### 13.3 Communication and Contact Details

13.4 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 (0)800 061 4725 or, by email at [theteam@cyberqgrup.com](mailto:theteam@cyberqgrup.com), or by post at Alpha Tower, Alpha Works 21st Floor Suffolk Street Queensway Birmingham BT1 1TT

13.5 For matters relating to Our Services or your Order, please contact Us by telephone at +44 (0)800 061 4725, by email at [theteam@cyberqgrup.com](mailto:theteam@cyberqgrup.com), or by post at Alpha Tower, Alpha Works 21st Floor Suffolk Street Queensway Birmingham BT1 1TT .

13.6 For matters relating to cancellations, please contact Us by telephone at +44 (0)800 061 4725, by email at [theteam@cyberqgrup.com](mailto:theteam@cyberqgrup.com), or by post at Alpha Tower, Alpha Works 21st Floor Suffolk Street Queensway Birmingham BT1 1TT.

#### 14. Notices

a) Any notice given by one party to another under the Agreement, shall be in writing, delivered by hand or by prepaid first -class or recorded delivery post or courier to the address stated below:

b) For CyberQ Group: Alpha Works, 21st Floor, Alpha Tower, Suffolk Street, Queensway, Birmingham, B1 1TT and a copy via email to: [theteam@cyberqgrup.com](mailto:theteam@cyberqgrup.com) ; and

c) Notices delivered by hand shall be deemed to have been served on the day of receipt (unless received after 5.30pm in which case they shall be deemed to have been served on the next Working Day). Notices sent by prepaid first-class post or recorded delivery shall be deemed to have been served two Working Days after the date of posting;

d) Either party may vary its address and/or contact for notices by giving notice to the other. This notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

##### 14.1 Waiver

a) A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;

b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

##### 14.2 Severance

a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected;

b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.3 No partnership: Nothing in the Agreement is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.4 Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it.

14.5 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by both parties.

14.6 Governing law and jurisdiction: These Conditions and the Statement of Work and/or Proposal and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.



SIGNED for and on behalf of xxxxx:

SIGNED for and on behalf of CyberQ Group Limited:

Signature.....

Signature.....

Name.....

Name.....

Title.....

Title.....

Date.....

Date.....