

Terms & Conditions

Definitions

The following terms have the following meanings:

"the Daily Rates"	The professional fee rates payable by the Customer to Consleague Consulting Ltd for the Services which, unless agreed otherwise in writing between the parties, shall be the rates specified in this Statement of Work;
"Parties"	The Customer and Consleague Consulting Ltd;
"Personnel"	Any person provided by Consleague Consulting Ltd to the Customer for the purpose of performing the Services (regardless of whether that person is an employee, contractor, sub-contractor or otherwise);
"Services"	The consultancy and/or management and implementation support services to be provided by Consleague Consulting Ltd to the Customer in accordance with this Statement of Work;
"Work Product"	All works of authorship, products and materials developed, written or prepared by Consleague Consulting Ltd in connection with this Statement of Work including computer programs and software, charts, diagrams, drawings, specifications, studies, reports, training notes and all other creative output of the Services;
"Working Day"	Any day which is not a United Kingdom public holiday, Saturday or Sunday and which is further defined as an eight (8) hour period.

1. Services

Professional Information and Communications Technology (ICTw) Services, Solutions and Products.

- 1.1** For the purposes of this Agreement, a SOW shall be considered approved and binding upon the Parties when it is signed by an authorised signatory on behalf of each party.
- 1.2** Services shall be provided according to the terms and conditions as set out in this Agreement and in the applicable Statement of Work (SOW). In the event of a conflict between the SOW and this Agreement, the terms and conditions of the SOW shall prevail. Signed SOWs or Purchase Orders shall be, emailed (info@consleague.com) or posted to

the Consultancy at its offices at the following address: No.1 Poultry, London, EC2R 8EJ.

2. Standards

- 2.1** The Consultancy will cause all Services to be performed in accordance with customary industry standards and in a professional manner.
- 2.2** At the Client's request, the Consultancy shall ensure that every Engagement Resource supplied to the Client for the provision of Services (Consultant) provides and certifies the following in writing for the Clients review and approval, unless prohibited by applicable local law or regulation:
- (a) Proof of the Consultant's identity (including the Consultants legal last name(s), legal first name(s) and birth date) through the use of official documents acceptable to the Client;
 - (b) Proof of the Consultant's current address;
 - (c) A resume or curriculum vitae with written details of the Consultant's skills, experience, qualifications and knowledge in a form agreed by the Parties;
 - (d) References or personal history that cover the Consultants previous employment including either the last two employers or the past five years, whichever is the greater (ensuring that all periods in the previous five years can be fully accounted for);
 - (e) Proof that the Consultant does not have a criminal record (subject to the provisions of the Rehabilitation of Offenders Act 1974) including disclosure certificates issued by the Criminal Records Bureau (or its successors); and
 - (f) Proof that the Consultant has appropriate immigration status and, where applicable, work permits necessary to provide the Services,
- 2.3** Consultancy shall use its best endeavours to verify the accuracy of all such information provided in relation to the Consultancy. Including, but not limited to, the information referred to above. Such verification shall include, but is not limited to, the use of official documents and any internal and external sources and databases to the extent that such sources and databases are available.
- 2.4** The Client shall have access to any screening process and checks that the Consultancy is using to vet its Consultants at any time, in order to audit them and to make reasonable revisions to them at the cost of the Consultancy.
- 2.5** Should the Client so request, the Consultancy shall arrange for the Client to interview particular Consultants with a view to considering whether they are suitable to provide the relevant elements of the Services. Consultants, including any replacement Consultants, shall not be appointed without the approval of the Client.
- 2.6** If, at any time, the Client objects to the engagement or employment by or through the Consultancy of any Consultant for any reason (including but not limited to under-performance in relation to all or part of the Services by, or disciplinary issues related to, such Consultants), and if the Client so requests (without the Client having any obligation

to disclose its reasons for such request), the Consultancy shall withdraw such persons from the provision of the Services with immediate effect (or, if agreed with the Client, from a given point in time). The Consultancy shall replace any Consultants who have been withdrawn from provision of the Services with a person of appropriate skill and experience (approved by the Client in accordance with this paragraph 1.2) within a reasonable period so as to ensure that the Services remain uninterrupted and unaffected.

3. Contract Procedures

- 3.1 The Consultancy shall notify the Client when the Services described in the applicable SOW have been completed.
- 3.2 The Services described herein are provided between the normal business hours of 9:00am and 5:00pm, Monday through Friday (and dependent on residing geographic location).

4. Expenses

- 4.1 Unless prior authorisation has been obtained, the Consultancy shall bear its own expenses incurred in the course of the Engagement.
- 4.2 Where the Client has authorised expenses to be incurred, the Consultancy will include details of these expenses on the next invoice following the date when the expenses were incurred and any claims for expenses will, where possible, be supported by VAT receipts.
- 4.3 If a Consultant is required to travel abroad in the course of the Engagement, the Consultancy shall be responsible for any necessary insurances, inoculations and immigration requirements. The cost of these will be borne by the Consultancy unless otherwise agreed by the Client in which case reimbursement should be claimed in accordance with clause 6.3.

5. Payment

- 5.1 The Consultancy will submit invoices relating to the Services provided, plus any Client-agreed expenses according to the terms and conditions set out in this Agreement and detailed in the approved sow.
- 5.2 Reimbursement in full for the Services and expenses are due and payable by the Client within thirty (30) days from the date of receipt of a valid invoice.

6. Payment Terms

- 6.1 All amounts are to be invoiced and paid in Great British Pounds (GBP).
- 6.2 The fees and costs indicated in the Statements of Work do not include any Value-Added Tax, Goods and Services Tax or any other taxes as may be applicable.
- 6.3 Invoices for Client-approved travel and relevant business expenses shall be provided monthly, accompanied with evidence of Client written approval

- 6.4** The Consultancy shall submit invoices monthly and as applicable to each individual sow, accompanied by a Client-authorised timesheet for the work completed. Invoices will be provided to the Client's Accounts Payable Department, either physically or electronically for the Client's review. All invoices will be referenced with the Consultancy's and the Clients details; including contract code; Purchase Order Number if applicable; and Payment Details.
- 6.5** Non-payment by a Client of invoiced amounts after the due-date and after formal written notification by the Consultancy as per Article 5.2 herein shall be deemed to be a breach of this Agreement by the Client.
- 6.6** For non-payment of any amounts due and outstanding under any invoice beyond the 30-day payment period specified in Article 5.2, without prejudice to any other rights and remedies of the Consultancy, the Client shall be liable to pay interest 30 days after the last due date in the following manner:
- (a) For payments, due and outstanding for a period greater than 30 days but less than 60 days interest at the rate of 1% per month;
 - (b) For payments due and outstanding for a period greater than 60 days but less than 90 days at the rate of 1.5% per month,
 - (c) For all payments due and outstanding for a period greater than 90 days at the rate of 2% per month.
- 6.7** Notwithstanding the terms stated above, the Consultancy reserves the right to suspend the Services being rendered under this Agreement if any payment due remains unpaid for a period of greater than ninety (90) days from the date on which it fell due for payment.

7. Additional Work

- 7.1** The Parties shall adhere to this procedure with regard to any proposed modification to the Agreement, or to the work under any authorised SOW.
- 7.2** Either party may initiate a request for a change by providing the other party with a written document describing the proposed nature and scope of the change, which shall include any expected impacts to the schedule and cost (if applicable) of the work. As soon as reasonably possible, but not later than ten (10) days following receipt of the written request for the change, the other party shall endeavour to provide a written notice accepting or rejecting the change (consent not to be unreasonably withheld) or requesting additional information. If the parties agree to a change, it shall be authorized by a written and signed amendment to the Agreement or the applicable Authorised sow.
- 7.3** Amendment to Agreement or SOW: An amendment to this Agreement shall be considered binding when the Parties herein have signed it. Provided that there has been no change in prices, fees, or travel and necessary business expenses, an amendment to an already executed SOW shall become effective when it has been signed by both parties. If an amendment to a SOW requires a change in the prices or fees to be paid under that SOW, that amendment shall be considered authorised and binding when it has been signed by both parties and upon signature of a modified or supplemental SOW or Purchase Order detailing the changes associated with the amendment.

- 7.4 Change in Requirements: The Client may request in writing changes to the Services and/or Deliverables specified in a sow, including without limitation, changes related to the Services description, Consultants, sub-contractors, fees, expenses, specifications of the Deliverables, the schedule of performance, or the term of the Work. If the Client makes such a request, then the Parties agree to negotiate in good faith to come to an amicable agreement on such requested changes and, if necessary, on an adjustment to the applicable Fees.
- (a) Unless otherwise directed by the Client, during the period of such negotiation the Consultancy shall continue to work pursuant to the existing sow. The Consultancy will not be bound by any requested change until such change has been agreed upon by both Parties and accepted the Changes as detailed in a signed amendment of or replacement for the relevant sow.
 - (b) The Client shall provide a minimum of seven (7) days written notice of any need to change the scope of work being performed by the Consultancy.
 - (c) The Consultant/ will make commercially reasonable efforts to implement the change in Services within seven (7) days after receipt of written notice from the Client, after agreements have been made in respect to any changes in Services or Deliverables between the Client and the Consultancy pursuant to Clause 7.3.
 - (d) If relevant to the SOW, all changes will be monitored through the forecasting process set as part of the project plan.

8. Customer Requirements

- 8.1 **Equipment and Software:** Any equipment or software that the Client is responsible for providing shall be specified in detail in the SOW including model number, serial number, and version/release number, as appropriate.
- 8.2 **Access:** The Client shall provide the Consultancy with access to the Clients designated management, personnel and staff and to the Clients premises as reasonably required to provide the Services under the SOW. The Consultancy agrees that its staff shall, while on the Client's premises, observe all Client security, confidentiality and workplace rules of which they are informed by the Client and shall otherwise comply with applicable law and regulations.

9. Ownership of Deliverables and Intellectual Property

- 9.1 The Client shall have all ownership rights in any Deliverable(s) provided by the Consultant/ under this Agreement, including but not limited to Custom Software.
- 9.2 The Client shall have all ownership rights in all new ideas, concepts or other intellectual property that is created or discovered as a result of the provision of Services or Deliverables or otherwise as part of a defined SOW.
- 9.3 The Consultancy hereby assigns to the Client all ownership rights in any Custom Software developed by the Consultancy under an SOW, and agrees to take all steps required to perfect such rights, at the Client's cost, including but not limited to execution of any legal instrument(s) necessary to ensure Client's ownership interest, on a worldwide basis.

- 9.4** For the purposes of this Agreement, Custom Software shall mean any software specifically written or developed by the Consultancy under a SOW, excluding any software identified as third party software or material (Third Party Software).
- 9.5** To the extent the Consultancy is unable to grant the aforementioned rights to Third Party Software, then such Third-Party Software will be identified in the applicable SOW prior to execution, or otherwise agreed between the Parties in writing, and the Client will determine, at its sole option, how to procure such rights. Any costs incurred for Third Party Software in order to perform the services described in the sow and that had not been identified specifically by the Consultancy in the SOW beforehand will be compensated by the Consultancy.
- 9.6** The following end user information shall belong exclusively to the Client, whether or not fixed in a tangible medium of expression;
- (a) All Client end user lists;
 - (b) Reports;
 - (c) Records of communications; and
 - (d) Call tracking related to end user correspondence.
- 9.7** It is understood that the Consultancy may retain a copy of such end-user information for its files during the term of the relevant SOW. This Agreement does not grant or otherwise give either Party ownership in or other proprietary rights or license to use the other Party's intellectual property rights except as expressly provided for herein. Each Party's rights and obligations under this Section shall remain in effect and survive any termination or expiration of this Agreement.
- 9.8** The Consultancy shall retain all right, title and interest in all of the Consultancy's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes (collectively referred to as Knowledge Capital), irrespective of whether possessed by the Consultancy prior to this Agreement, or acquired, developed, or refined by the Consultancy (either independently or in concert with the Client, but excluding:
- (a) The Clients proprietary ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes and, The Deliverables and ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes exposed to the Consultancy during the course of this Agreement.
- 9.9** It is agreed and understood that the Consultancy is in the business of providing products and applications to third parties, which are or may be substantially similar to any Deliverables being licensed to and/or developed for the Client. It is not the intent of this Agreement to prevent the Consultancy from pursuing its stated business by independently creating such original but similar works for the benefit of third parties.
- 9.10 Assets Purchased:** The Consultancy may from time to time, if so authorised by a SOW or Purchase Order, procure tools, software, or other tangible or intangible materials (Assets) necessary to the performance of the work.

10. Warranties

10.1 The Consultancy represents and warrants to the Client that:

- (a) The Services shall be performed in a professional manner and as specified in that SOW and the Deliverables shall be in accordance with the specification in that SOW;
- (b) The Consultancy's representatives shall have sufficient skill, knowledge and training to perform the Services; and
- (c) The Consultancy shall at its sole expense promptly take all reasonable action to correct any errors or omissions in the Services to the extent caused by the Consultancy or its representatives, provided that the Client promptly advises the Consultancy of such errors and/or omissions on becoming aware of them.

10.2 Each of the Client and the Consultancy represent and warrant to the other as follows:

- (a) That they have the full power and authority to execute, deliver and perform this Agreement;
- (b) This Agreement has been duly and validly authorised, executed and delivered mutually and constitutes a valid and binding agreement enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to creditors' rights generally and by principles of equity.

10.3 The Consultancy represents and warrants to the Client that there are no pending or threatened lawsuits, claims, disputes or actions:

- (a) Alleging that any Consultancy-supplied Property or Third Party Software or Consultancy's Content or Consultancy-provided service, tool, system, process or procedure to be used in providing the Services or additional Services infringes, violates or misappropriate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; and
- (b) Adversely affecting Consultancy's ability to perform its obligations hereunder.

10.4 No Consultancy-Supplied Property or Third Party Software or Consultancy's Content or Consultancy-provided service, tool, system, process or procedure to be used in providing the Services or additional Services violates, infringes, or misappropriate any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party.

11. Disclaimer

11.1 In no event, shall either party be liable for any loss or damage caused by the other party's failure to comply with this Agreement.

12. Confidentiality

- 12.1 "Confidential Information"** means, without limitation, any Deliverable(s) as well as any information regarding software programs and/or customer data, and any and all technical and non-technical information, including trade secrets, know-how, firmware, designs, schematics, techniques, plans or any other information relating to any research project, work in process, future development or work contemplated by either party; any scientific, engineering, manufacturing, marketing or business plans or financial or personnel matters relating to either party or its present or future products; the existence and terms of this Agreement; and any other information disclosed or otherwise provided orally, electronically or in writing by either party to the other party which a reasonable person would consider to be confidential, regardless of whether the information is marked or designated as "Confidential" or "Proprietary". Confidential Information may include information that is owned by third parties, and which has been disclosed to a party to this Agreement, subject to that party's duty of preserving its confidentiality.
- 12.2 Confidential Information:** Each Party will at all times, both during the term of this Agreement following its termination, keep in confidence all of the other Party's Confidential Information disclosed to it hereunder. Each Party will maintain the confidentiality of the other Party's Confidential Information, using not less than a standard of care that an ordinary prudent business would exercise to maintain the secrecy of its own confidential information. The Parties acknowledge that a breach of this Article 11.2 may cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, the Parties agree that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party will have the right to seek immediate injunctive relief in the event of a breach of this Article by the other Party or any of its officers, employees, subcontractors or other agents. Under no circumstances may the Client or the Consultancy disclose any Confidential Information of the other party to any third party (including, but not limited to, competitors, industry analysts, press or media). Confidential Information disclosed by the Parties shall be used only for the purposes of performing the work specified in the SOW, and for evaluation of future work or business relationships that the Parties may contemplate together, and for no other reasons. The Confidentiality Agreement entered into between the parties dated 26th June 2020 shall remain in force.
- 12.3 Exceptions to Confidential Information:** Confidential Information will not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was rightfully in the possession of the receiving Party at the time of the disclosure and not subject to other confidentiality provisions between the Parties; (iii) such information was independently developed by the receiving Party without the use of any Confidential Information; or (iv) any applicable regulation, court order or other legal process requires the disclosure of Confidential Information, provided that, prior to such disclosure, the disclosing party will give notice to the other Party so that the other party may take reasonable steps to oppose or limit such disclosure. The burden of proof that Confidential Information falls into any of the above exemptions will be borne by the party claiming such exemption.
- 12.4** The Consultancy's representatives will be subject to the confidentiality provisions of this Agreement when conducting the Services on behalf of the Consultancy.
- 12.5 General Knowledge:** Notwithstanding any other provision of this Agreement, each party will be free to use for itself and for others in any manner the general knowledge, skill or experience acquired by that party in the course of this Agreement, including using that knowledge.

13. Indemnifications

- 13.1 Consultancy Indemnification:** The Consultancy will indemnify, defend and hold harmless the Client, its affiliates and their respective directors, officers, members, partners, employees, Consultants and subcontractors (Client Indemnified Parties) from any claims or proceedings based on a claim that any Deliverable or intellectual property provided by Consultancy pursuant to this Agreement violated or infringes any patent, copyright or other intellectual property rights (each a Claim), and the Consultancy will pay the damages assessed against the Client Indemnified Parties, their reasonable legal fees, and the costs and/or expenses accrued by the Client Indemnified Parties, as such fees, costs and/or expenses are incurred, in any such suit or cause of action brought against the Client Indemnified Parties.
- 13.2** The foregoing indemnity will not apply, and will have no liability for damages assessed in any suit or cause of action, to the extent that any violation or infringement is based upon (i) a modification, customisation, work product or other action or omission (including, without limitation a modification to the Deliverables) by anyone other than the Consultancy or its agents, employees or subcontractors; or use of the Deliverables other than in accordance with their design or intended use. For the avoidance of doubt, Consultancy shall not be required to indemnify Client pursuant to subsection (i) above to the extent that:
- (a) The Deliverables or any part thereof are modified by the Client and such modifications are found to infringe or misappropriate the intellectual property rights of a third party (but where the unmodified Deliverables would not have infringed or misappropriated the intellectual property rights of such third party); or
 - (b) The Client uses the Deliverables and/or Services or any portion thereof in combination with any third-party work, product, goods or services not furnished by Consultancy, such combination does not relate to the Services or Deliverables furnished by Consultancy or is not used for the purposes specifically intended by the parties under this Agreement, and the infringement would not have occurred but for such a combination.
- 13.3 Client Indemnification:** The Client will indemnify and defend and hold harmless the Consultancy and Consultancy's directors, officers, employees, Consultants, representatives and licensors (the Consultancy Indemnified Parties) from any claims or proceedings based on a claim that;
- (a) Any Confidential Information or intellectual property provided by the Client, when used by the Consultancy in accordance with this Agreement, violates any patent, copyright, trade secret or other intellectual property rights, or privacy or confidentiality rights of a third - party;
 - (b) The Deliverables or any part thereof are modified by the Client, and such modifications are found to infringe or misappropriate the Intellectual Property Rights of a third party (but where the unmodified Deliverables would not have infringed or misappropriated the Intellectual Property Rights of such third party); or
 - (c) The Client uses the Deliverables and/or Services or any portion thereof in combination with any third party work, product, goods or services not furnished by Consultancy, such combination does not relate to the Services or Deliverables

furnished by Consultancy or is not used for the purposes specifically intended by the parties under this Agreement, and the infringement would not have occurred but for such combination (each a Claim), and the Client will pay any damages assessed against the Consultancy Indemnified Parties, reasonable attorneys' fees and any costs and/or expenses accrued by the Consultancy Indemnified Parties, as such fees, costs and/or expenses are incurred, in respect of any such Claim brought against the Consultancy Indemnified Parties, provided that (i) the Consultancy gives the Client prompt written notice of any such Claim and all authority and information required for the defence thereof, and (ii) such Claim does not arise due to the unauthorised use of the Confidential Information or intellectual property by the Consultancy. The foregoing indemnity and payment are Consultancy's sole and exclusive remedies with respect to claims of infringement of any patents, copyrights, trade secrets and other proprietary rights of any kind.

14. Intellectual Property

- 14.1** All intellectual property rights in all works or supplies provided under this Contract which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Client and the Consultancy shall ensure that it executes all documents necessary to effect such ownership. Where the Consultancy provides existing intellectual property right protected material to the Client under this Agreement it shall disclose this to Client, warrants it has the right to do so and shall fully indemnify and hold Client harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material. In the event that a Claim is brought against any Client Indemnified Party, the Consultancy shall attempt to procure for Client and its affiliates the right to continue to use the infringing Deliverable, or modify it so that it is non-infringing, or replace the infringing materials with non-infringing materials of substantially equivalent function.
- 14.2** If the Consultancy is unable to commercially reasonably procure such a right or make such modification or replacement, the Client shall have the right to terminate this Agreement immediately (without prejudice to any of its other rights).

15. Dispute Resolution

- 15.1 Procedure:** In the event of a dispute or difference in interpretation of this Agreement or the SOW, the parties will adhere to the procedure set forth in this Clause 14.02 prior to initiating any judicial proceedings.
- 15.2 Dispute Resolution:** Unless the parties agree otherwise in writing, the parties shall use the following escalation procedure:
- (a) The issue in dispute shall be forwarded, in writing, to the main contact at the other Party. Within five (5) business days following receipt of the written notice of dispute, the main contact shall confer and make a good faith effort to settle the dispute. If the dispute cannot be settled within another five (5) working days following the day of such conference, the dispute shall be immediately forwarded to senior executives of both parties. Such senior executives shall confer and make a good faith attempt to settle the dispute within ten (10) working days following the referral of the dispute.

- (b) If any dispute involves a claim of breach, the cure period for remediation of the breach claimed shall begin upon the date of referral of the dispute to the senior executives as specified above, and the dispute resolution process shall thereafter run concurrently with the cure period.

15.3 Breach: If the conferral of the senior executives referred to in the dispute resolution procedure does not resolve the dispute, and the dispute regards a claim of breach that remains uncured for a period of fifteen (15) days, then the parties are free to pursue their rights and remedies at law or in equity.

16. Limitation of Liability and Consequential Damages

16.1 The liability of either Party to the other with regard to this agreement and any SOWs authorised hereunder will, with the exceptions of liabilities for personal injury, fraud, wilful misconduct, gross negligence, serious error and tangible property damage, in no event exceed the amount of £1 million (one million pounds sterling) for the preceding twelve (12) months pursuant to this agreement. In no event will either party be liable for incidental, special, indirect or consequential damages (including lost profits) or costs of procurement of substitute goods or services, however caused and under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was or should have been aware or advised of the possibility of such damage and notwithstanding the failure of essential purpose of any limited remedy stated herein.

17. Termination and Validity

17.1 Termination:

- (a) **For Cause:** Either Party may terminate this Agreement and / or any SOW, for any breach by the other party of any provision of this Agreement by providing written notice to the breaching party, provided that such breach is not cured in accordance with Clause 14.03. If the breaching Party does not cure its breach to the reasonable satisfaction of the other Party, then as of the end of such thirty (30) day period an Event of Default with respect to the breaching Party shall be deemed to have occurred. Upon an Event of Default, the non-breaching Party shall have the right, in the exercise of its sole discretion, to terminate this Agreement by giving written notice thereof to the breaching Party. Thereafter, the non-breaching Party may pursue any and all available legal and equitable remedies against the breaching Party.
- (b) **For Convenience:** Either Party may terminate this Agreement and / or any SOW (including without cause) at any time, by providing the other party with not less than thirty (30) days' written notice ("Termination Notice"), the notice period commencing upon receipt of such notice by such other party. Consultancy and Client shall mutually agree, upon receipt or issuance (as the case may be) of the Termination Notice, which date to cease all work and recall any personnel located at a Client site, latest on the date of expiry of thirty (30) days following receipt of the Termination Notice.
- (c) **For Insolvency:** Either Party may terminate this Agreement immediately, by giving

written notice, if either party is adjudged insolvent or bankrupt, or if any proceedings are instituted by or against either party seeking relief which is not withdrawn or denied within sixty (60) days, reorganisation or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business.

17.2 Validity:

- (a) This agreement shall remain valid, unless notice of termination is issued by either party.

18. General Provisions

- 18.1 Construction:** Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed by a court of competent jurisdiction to be prohibited or invalid, such provision will be ineffective only to the extent of such prohibition or invalidity and will not invalidate the remainder of such provision or the remaining provisions of this Agreement.
- 18.2 Attachments:** Any addenda, exhibits, attachments and schedules referred to in this Agreement and in the SOW, are incorporated herein to the same extent as if set forth in full in this Agreement.
- 18.3 Relationship of Parties:** The relationship of the Parties is that of independent contractors. Neither Party will be deemed to be an agent or partner of the other for any purpose as a result of this Agreement nor the transactions contemplated hereby. None of the Consultancy employees or subcontractors shall be deemed an employee or agent of the Client. The Consultancy shall be solely responsible for paying all of its Consultants, employees and subcontractors (if any) directly and for making all applicable payments and tax filings relating to its employees and subcontractors as necessary, including without limitation all applicable income tax, insurance etc. as per applicable law. The Consultancy will hold the Client harmless from any such claim, loss, injury or damage resulting from the Consultancy's failure to make any such payments or file any such reports.
- 18.4 Employment, Hire or Direct Contracting of Consultants:** If the Client - or subsidiary, parent, or sister company of the Client - wishes to employ, hire or directly contract, within the first 6 months, an employee or contracted Consultant of the Consultancy, the Client shall pay the Consultancy a one-time flat fee as follows:
 - (a) Ten per cent (10%) of the candidate's annual salary package or the equivalent contract amount charged to the Consultancy by a contracted consultant based on a projected 12-month contract ("equivalent contract value") - for amounts not exceeding £75k; or
 - (b) Fifteen per cent (15%) of the candidate's annual salary package or the equivalent contract value based on a projected 12-month contract - for amounts exceeding £75k.
- 18.5** If the Client - or subsidiary, parent, sister company of the Client - wishes to employ, hire or directly contract, within the first 12 months, an employee or contracted consultant of the Consultancy, the Client shall pay the Consultancy a one-time flat fee as follows:

- (a) Five per cent (5%) of the candidate's annual salary package or the equivalent contract value based on a projected 12-month contract - for amounts not exceeding £75k; or
- (b) Seven per cent (7%) of the candidate's annual salary package or the equivalent contract value based on a projected 12-month contract - for amounts exceeding £75k.

18.6 For the purpose of this clause 18.4, any annual salary package or equivalent contract value in excess of £100k shall be deemed to be limited to 100k.

18.7 Following such an employment, hiring or direct contracting, should the relevant individual become permanently separated from the employment or contract with the Client or its subsidiary, parent or sister company for whatever reason, the following sliding-scale fee rebate from the Consultancy to will apply:

- (a) For engagements lasting less than 4 weeks - A 50% rebate of the fee will be returned to the Client;
- (b) For engagements lasting 4 to 8 weeks - 30% rebate of the fee returned to the Client;
- (c) For engagements lasting 8 to 12 weeks - 10% rebate of paid fee returned to the Client;
- (d) Thereafter, no rebate will apply.
- (e) After 12 months, no fees shall apply.

19. Force Majeure

19.1 Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement (Affected Performance} if such delay or failure arises by any reason beyond its reasonable control, including any act of God, acts of terrorism, and actions of the elements, earthquakes, floods, tsunamis, fires, epidemics or riots (Force Majeure Conditions}.

19.2 The parties will promptly inform and consult with the other as to any of Force Majeure conditions which, in their judgment, may or could be the cause of a delay in the performances of this Agreement. Neither party shall be liable for any expenses incurred by the other as a result of Force Majeure conditions.

19.3 The Party whose performance is affected by Force Majeure shall use reasonable commercial efforts to provide a workaround or other alternative performance and to resume performance as soon as practicable. If the Force Majeure conditions affect the Consultancy, the time within which the Consultancy is to perform the Services shall be extended by the time period of the Force Majeure conditions or such other reasonable period. In the event of a failure in performance of all or a portion of the Services caused by the Force Majeure conditions lasts for a period of more than sixty (60) days, the parties agree to discuss in good faith an equitable modification of the Services with respect to the Affected Performance. If the parties are unable to agree upon an equitable modification within fifteen (15} days after such sixty (60} day period has expired, then either party shall be entitled to serve notice of termination on the other party with respect to only such Affected

Performance. The portion of the Services that is the Affected Performance shall terminate as of the date set forth in the termination notice. The remaining portion of the Agreement that does not involve the Affected Performance shall continue in full force and effect.

20. Entire Agreement

- 20.1** This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements and understandings between the Parties, whether oral or written. In the event of a conflict among the provisions of this Agreement and those of a Statement of Work, to the extent that the provisions of the Statement of Work conflict with the provisions of this Agreement, the provisions of the Statement of Work shall prevail and govern. Any amendment or modification to this Agreement or any SOW must be made in a writing executed by duly authorized representatives of both Parties, as specified in this Agreement.
- 20.2 Waiver:** Failure by either party to enforce any term of this Agreement does not constitute a waiver of future enforcement of that or any other term in this Agreement.
- 20.3 Compliance with Law:** The Consultancy shall be responsible for ensuring that all operations or activities carried out by the Consultancy, its Consultants, officers, employees, agents and contractors pursuant to this Agreement shall comply at all times with all relevant laws, whether local, national or supranational and with all relevant regulations, codes of good conduct and any reasonable instructions of the Client or any other relevant regulatory body or organisation whether or not having the force of law (including, without limitation, those relating to health and safety at work, public safety and environmental matters).
- 20.4** Without prejudice to clause 19, the Consultancy shall:
- (a) Comply with all applicable laws, statutes, regulations, codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements) and policies relating thereto communicated to it by the Client from time to time (Relevant Policies);
 - (b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;
 - (d) Promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this Agreement;
 - (e) Immediately notify the Client in writing if a foreign public official becomes an officer or employee of the Consultancy or acquires a direct or indirect interest in the Consultancy, and the Consultancy warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement; and

- (f) On request, certify to the Client in writing signed by an officer of the Consultancy, compliance with this Clause 19 by the Consultancy and all persons associated with it. The Consultancy shall provide such supporting evidence of compliance as the Client may reasonably request.

- 20.5** The Consultancy shall ensure that any person associated with it who is performing services or providing goods in connection with this Agreement (Consultant) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultancy in this clause 11.9 (Relevant Terms). The Consultancy shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 20.6** For the purpose of this Clause 19.6 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. A person associated with the Consultancy includes but is not limited to, the Consultant and any agent, delegate or sub-contractor of the Consultancy.
- 20.7** The Consultancy will comply with all applicable laws, regulations, notices and similar obligations in each jurisdiction in which it may carry on activities in connection with its appointment hereunder including, but not limited to, all licensing and related regulatory consent requirements.
- 20.8** **Assignment:** Neither Party may, without the prior written consent of the other Party (which consent shall not be unreasonably withheld), assign or transfer this Agreement provided, however, that either party may assign this Agreement, and all of its rights and obligations hereunder, to a parent, subsidiary or affiliate corporation controlling or under common control with such Party. Any assignment in contravention of these provisions shall be void and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 20.9** **Governing Law: Jurisdiction:** This agreement and any non-contractual obligations arising from or England and Wales. The courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or proceedings hereunder.
- 20.10** **Publicity:** Neither party has the right, without the prior written permission of the other party, to use the other Party's name or logo, or to make any public disclosures or announcements that would divulge the existence and nature of this Agreement, or the work to be performed hereunder, to any third party.
- 20.11** **Notices:** All notices shall be in writing, and shall be either personally delivered, delivered by courier or mailed (certified or registered mail). Notices shall be sent to the following addresses. Either Party may change the address to which notices shall be sent by providing written notice to the other Party. Notices shall be effective upon receipt.
- 20.12** **Signatures:** For the convenience of the parties, this Agreement shall be deemed in effect when the parties have exchanged signed PDF copies by email, with proof of successful transmission. The Parties agree that they shall exchange signed originals as soon as reasonably practical.

20.13 Reliance on Instructions: The Consultancy may rely upon any instructions or information, including but not limited to instructions or information relating to the Consultancy's performance of Services, provided to the Consultancy by a representative of Client, and the Consultancy shall incur no liability to the Client resulting from Consultancy's reasonable reliance on such instructions or information.

20.14 Time of Performance: The Consultancy's time of performance with respect to Services performed under this Agreement shall be adjusted, if and to the extent reasonably necessary, in the event that:

- (a) The Client fails to timely submit data or materials in the prescribed form or in accordance with the requirements of this Agreement;
- (b) The Client fails to perform, on a timely basis, the functions or other responsibilities of the Client described in this Agreement;
- (c) The Client or any governmental agency authorized to regulate or supervise the Client makes any special request which affects the Consultancy's normal performance schedule;
- (d) The Client fails to timely provide any Client resources called for by this Agreement; or
- (e) The Client-provided software does not perform in accordance with its specifications and, in each case, the same is necessary for the Consultancy's performance hereunder. In addition, if any of the above events occur, and such event will result in an increased cost to the Consultancy for providing the affected Service, the Consultancy shall so advise the Client, and the Client may either pay any and all of such increased costs to the Consultancy or relieve the Consultancy of its responsibilities hereunder by terminating this Agreement and/or the relevant SOW forthwith.

20.15 Severability: If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

20.16 Business Principles: The Consultancy acknowledges and agrees to being made fully acquainted with the Client's Business Code of Practice and agrees to abide by those Business Principles.

21. Privacy Considerations

21.1 Security: The Consultancy may at times receive personal information (PII) from the Client and may need to declare this as data processing activity according to GDPR regulations where the Client is classified as Data Controller and the Consultancy is classified as Data Processor. The following considerations will be applicable in this regard.

- (a) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and

organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR or similar privacy regulations.

- (b) In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

21.2 Data Subject Rights: Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws. Processor shall:

- (a) Promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
- (b) Ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

21.3 Personal Data Breach: Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

21.4 Deletion or return of Company Personal Data: Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.