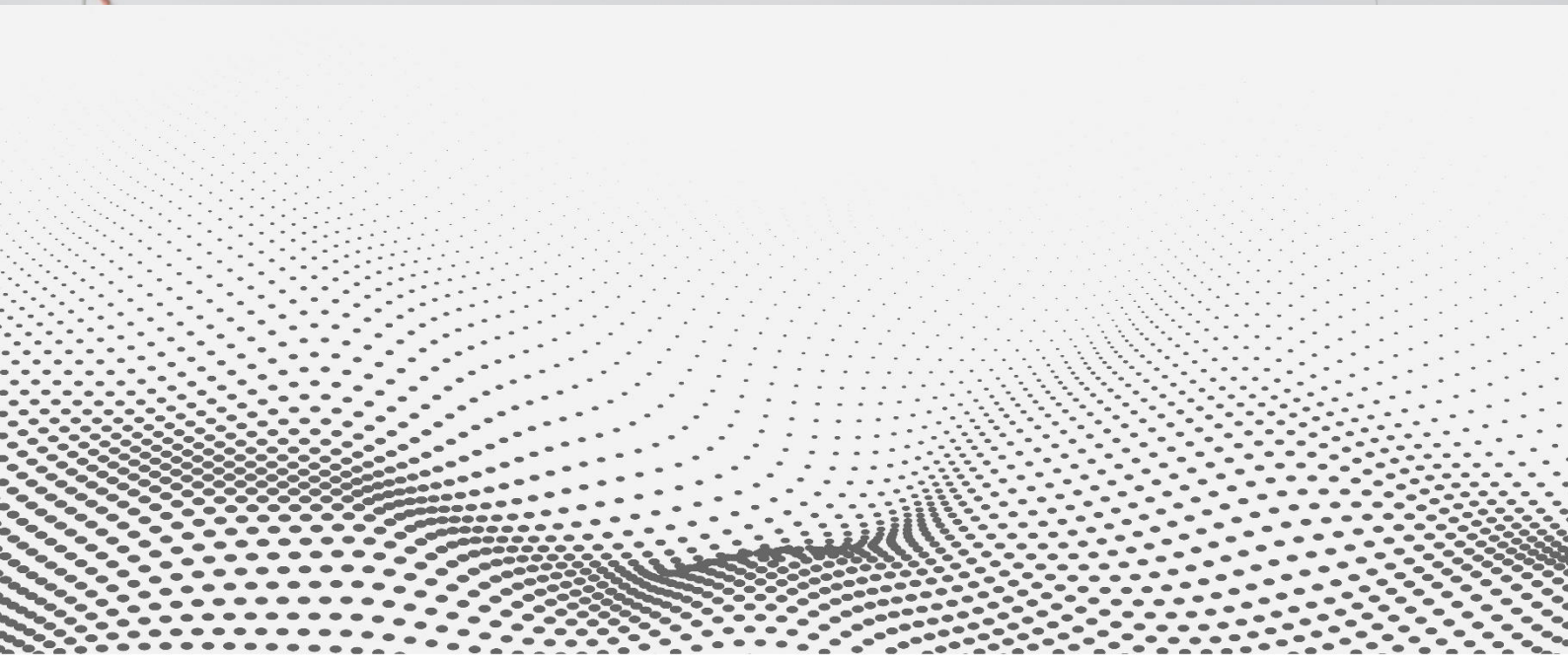




# Terms and Conditions Document



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## Document Version

Date	Version	Revised By	Approved By	Description of Change
13 / 02 / 2024	1.0	*****	*****	Initial Version

**THIS AGREEMENT** is between **CyberSycure Ltd**, with registered office at 124 City Road, London, England, EC1V 2NX, and company registration number 11868829 (hereinafter referred to as the '**Company**'), and the individual, partnership, organisation, or company purchasing Goods and/or Services from the Company (hereinafter referred to as 'the **Client**').

The Customer desires to obtain, and the Company is willing to provide services as may from time to time be agreed by the parties on the terms and conditions below.

## 1. INTERPRETATION

1.1 In Agreement, unless the context otherwise necessitates, the following terms shall carry the following definitions:

**"Agreement"** means the agreement between CyberSycure (referred to as "the Company") and the Customer (referred to as "the Client") comprising this document and any Work Statements under it;

**"Commencement Date"** means the date specified in writing by CyberSycure or the first date upon which CyberSycure provides Services to the Client if earlier;

**"Confidential Information"** shall refer to any details concerning the operations and interests of a party, including information about its Clients and potential customers, which the party considers or could reasonably be expected to consider as confidential;

**"Contract Charges"** means all monies payable under the Agreement by the Client to CyberSycure for the performance of the Services in accordance with this Agreement and any Work Statement under it;

**"Consultant"** means the personnel engaged by CyberSycure in providing the Services;

**"Consultant Day"** means a unit of eight hours;

**"Customer's Premises"** means the premises specified by the Client and as agreed and recorded in writing by CyberSycure;

**"Deliverable"** refers to documents, reports, software, specifications, projects, or any items of work supplied by CyberSycure under the Agreement;

**"Effective Date"** means the date on which this Agreement comes into force and effect;

**"Equipment"** means the Client's computer equipment and operating system located at the Client's Premises;

**"Intellectual Property Rights"** means copyrights, patents, trademarks, and any other comparable proprietary rights existing worldwide;

**"Services"** means all the services performed by and all other obligations of CyberSycure hereunder, including any Services;

**"Software"** means the computer programs which may be specifically developed by CyberSycure as part of the Services under the terms of this Agreement;

**"VAT"** means Value Added Tax;

**"Work Statement"** means any written document provided by CyberSycure setting out the scope of Services to be undertaken.

## 2. DURATION OF THE AGREEMENT

2.1 CyberSycure shall provide the Services to the Client during the term of the Agreement, commencing on the Commencement Date and terminating upon completion of all obligations, unless terminated earlier as per this Agreement.

## 3. PERFORMANCE OF SERVICES

### 3.1 Services

- a) CyberSycure shall ensure that its Consultants, in performing the Services, comply with all the terms and conditions of the Agreement.
- b) Any requests for Services or acceptance of quotations or proposals for Services shall be deemed an offer by the Client to buy Services subject to these conditions.
- c) CyberSycure and its Consultants shall perform the Services specified in any written Work Statement supplied by CyberSycure from the Commencement Date in accordance with this Agreement.

### 3.2 Level of Services

CyberSycure shall procure that relevant skilled Consultants shall be provided to undertake such hours as may be agreed, with Consultants working a normal forty (40) hour week unless otherwise agreed in writing.

### 3.3 Standard of Services

- a) Any complaints regarding the performance of Services should be notified promptly to CyberSycure.
- b) While working on the Client's Premises, Consultants will comply with the normal rules and regulations governing the Client's staff.

### 3.4 Intellectual Property Rights

- a) Intellectual Property Rights and copyright in all reports and other documents and materials arising out of the performance by CyberSycure of their duties under this Contract are to be assigned to and shall vest in the Client absolutely.

b) The provisions of Clause 3.4(a) are subject to the Client paying CyberSycure in full all Contract Charges.

#### **4. CALCULATION AND PAYMENT OF FEES AND EXPENSES**

##### **4.1 Charges and Payments**

a) The Client shall pay CyberSycure the Contract Charges at the rates set out in any Work Statement plus VAT. If any Services are commenced without a Work Statement, the Contract Charges shall be calculated at CyberSycure's prevailing standard rate.

b) The Client will reimburse CyberSycure for reasonable travel and hotel expenses incurred by any Consultants.

c) CyberSycure will maintain accurate records of time spent by each Consultant.

d) CyberSycure will invoice the Client monthly in arrears, with payment due thirty (30) days following receipt of a valid VAT invoice.

##### **4.2 Tax**

a) All sums due to CyberSycure under the Agreement are exclusive of VAT, which shall be charged in addition thereto.

b) CyberSycure shall be responsible for and shall account for all its own tax obligations.

#### **5. CUSTOMER'S RESPONSIBILITIES**

5.1 The Client will provide CyberSycure with accurate and complete information concerning the Client's operations and shall ensure that such information is provided in a timely manner.

5.2 The Client will provide facilities to CyberSycure and its Consultants throughout the Client's normal business hours, including access to Equipment and Premises, electric power, lighting, heating, and air conditioning.

5.3 The Client will ensure that all software used on the Equipment is either owned by the Client or legally licensed, and that Consultants are permitted to use such software.

5.4 CyberSycure may suspend Services if conditions at the Client's Premises represent a health or safety hazard to Consultants.

5.5 The Client shall be responsible for obtaining necessary licenses for any third-party software included in the Deliverables.

#### **6. SKILL AND CARE**

6.1 CyberSycure warrants that Services will be performed using reasonable skill and care by appropriately skilled personnel. Services shall be provided on a time and materials basis unless otherwise agreed in writing.

#### **7. LIMITATION OF LIABILITY**

- 7.1 CyberSycure's liability in respect of the Services is defined in this Agreement. The Client agrees that the express obligations and warranties made by CyberSycure in this Agreement are in lieu of any other warranty, condition, or representation.
- 7.2 CyberSycure will not be liable for any indirect or consequential loss, damage, or expense arising under contract, tort, or otherwise, including loss of production, data, profits, or goodwill.
- 7.3 CyberSycure accepts liability for death, injury, or physical damage to tangible property to the extent it results from negligence, up to a specified limit.
- 7.4 In all other cases, CyberSycure's total liability will not exceed the Contract Charges paid or one hundred percent (100%) of the total Contract Charges, whichever is lesser.
- 7.5 The Client agrees that, except as provided in clauses 8, 9, and this clause 7, CyberSycure will not be liable for any claim arising directly or indirectly from Services or Deliverables.
- 7.6 This Clause 7 shall survive termination and/or expiry of this Agreement.

## **8. INDEMNITY**

- 8.1 CyberSycure shall indemnify and hold harmless the Client against all claims, losses, costs, and expenses arising from any infringement of Intellectual Property Rights by CyberSycure's provision of Services or Deliverables, except where such infringement is due to the Client's fault.

## **9. CONFIDENTIALITY**

- 9.1 Except to the extent permitted by law, and subject to Clause 9.4, neither party shall disclose any Confidential Information relating to the other party without the other party's prior written consent. This provision shall not apply to any information in the public domain otherwise than in breach of this Agreement and/or information in the possession of the receiving party prior to its disclosure to it in connection with this Agreement and/or information obtained from a third party who is free to divulge the same and/or disclosure of information required by a Court of law or other competent authority.
- 9.2 Each party shall upon receiving a specific request in writing from the other party deliver up any Confidential Information belonging to the other party (including any and all copies made) to the other party following the termination of the Agreement.
- 9.3 Either party shall immediately inform the other if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement, and shall at its own expense take such action (including without limitation any action which may be required to be taken by the other party) as may be required to prevent, rectify or mitigate the effects of such possession, use or knowledge.
- 9.4 Each party may disclose the terms of this Agreement (but not any Confidential Information) to its respective officers, employees, professional advisors and agents to the extent that such disclosure is reasonably necessary for the purposes contemplated under this Agreement. Each party shall procure that its respective officers, employees, professional advisors and agents to whom it discloses such information comply with the obligations imposed on that party by this Clause 9 as if each such officer, employee, professional advisor or agent were a party to this Agreement.

## **10. PAYMENT TERMS**

10.1 The Client shall make payment for the Services provided by CyberSycure within thirty (30) days of the date of receipt of an invoice, unless otherwise specified in writing.

10.2 All payments shall be made in the currency specified in the invoice.

10.3 Late payments shall incur a fine at a specified rate per annum or the maximum rate permitted by law, whichever is lower.

10.4 CyberSycure reserves the right to suspend or terminate Services in the event of non-payment by the Client, without liability for any losses or damages incurred by the Client.

## **11. INVOICING**

11.1 CyberSycure shall issue invoices for Services rendered to the Client on a monthly basis, unless otherwise agreed upon.

11.2 Each invoice shall include a detailed breakdown of the Services provided, including any applicable taxes or additional charges.

11.3 Invoices shall be sent to the Client's billing address or email address as provided by the Client.

11.4 The Client shall promptly notify CyberSycure of any discrepancies or disputes regarding the invoiced amount, and both parties shall work together in good faith to resolve such discrepancies in a timely manner.

11.5 Any additional expenses incurred by CyberSycure in the provision of Services, such as travel or accommodation costs, shall be clearly itemized in the invoice and reimbursed by the Client in accordance with the agreed terms.

## **12. TERMS AND TERMINATION**

12.1 The term of the Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue in full force and effect until the completion of all obligations of the parties hereto, including, without limitation, the obligations to make all payments required hereunder.

12.2 Either party shall have the right to terminate the Agreement upon written notice to the other party if the other party materially breaches any term or condition of the Agreement and such breach remains uncured for a period of thirty (30) days after receipt of written notice thereof.

12.3 CyberSycure may immediately terminate the Agreement by notice in writing to the Client if the Client becomes insolvent, ceases to trade or becomes subject to any form of insolvency proceedings.

## **13. DISPUTE RESOLUTION**

13.1 Any disagreement arising from or related to this Agreement will be submitted to and ultimately settled through arbitration in accordance with the regulations of the London Court of International Arbitration. These regulations are considered part of this clause. One arbitrator will oversee the process. The arbitration will take place in London, England. English will be the language used during the arbitration proceedings.

## **14. GENERAL**

- 14.1 No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right of such party thereafter to enforce each and every provision.
- 14.2 Neither party may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempt to assign, transfer or delegate any rights or obligations hereunder without such consent shall be null and void.
- 14.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.
- 14.4 The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 14.5 This Agreement, together with any Work Statements, constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof.

**IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.**

<p>SIGNED on behalf of: CyberSycure Ltd</p>  <p>Signature:</p>  <hr/> <p>Name of signatory: Position: Date:</p>	<p>SIGNED: on behalf of: (Client)</p>  <p>Signature:</p>  <hr/> <p>Name of signatory: Position: Date:</p>
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