

PACT SOLUTIONS LTD
STANDARD TERMS OF BUSINESS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to these Terms:

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Confidential Information: confidential information in whatever form relating to Your business, customers, products, affairs, and finances for the time being confidential to You.

Contract: the contract between You and Us for the supply of Services in accordance with these Terms.

Deliverables: all documents, products and materials developed by Us or our agents, subcontractors, consultants, and employees in relation to the Services in any form, including computer programs, data, reports, and specifications (including drafts).

Equipment: any equipment, systems, cabling, or facilities provided by You and used directly or indirectly in the supply of the Services.

Individual: means any such other person as specified in the Statement of Work.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Manager: Your manager for the Services, appointed by You in accordance with clause 3.2.

Statement of Work: Your order for the Services as set out at the front of these Terms.

Services: the services that We are providing to You in a consultancy capacity as set out in the Statement of Work.

Substitute: a substitute for the Individual appointed under the terms of clause 4.2.

Terms: the terms and conditions set out in this document.

We/Us: PACT Solutions Ltd with our registered office being 2 Gloucester Road North, Bristol, BS7 0SF, a company registered in England and Wales under company number 15068514. Our VAT registration number is 449200505.

Writing or written: includes email.

You/Your: the client as described in the Statement of Work

- 1.2 The headings do not affect the interpretation of these Terms.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

2 BASIS OF AGREEMENT

- 2.1 These Terms and the Statement of Work constitute the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us that is not set out in these Terms or the Statement of Work.
- 2.2 If any of these Terms are inconsistent with any term of the Statement of Work, the Statement of Work shall prevail.
- 2.3 These Terms shall become binding on You and Us and a contract shall be formed between both parties upon the earlier of (a) You signing and returning to Us the Statement of Work; or (b) You instructing Us to commence work in relation to the Statement of Work (whether in writing, (including by email) or orally), whichever is the earlier.
- 2.4 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with Clause 2.3.

3 YOUR DUTIES

You will:

- 3.1 provide to Us all the information We reasonably request to allow Us to provide the Services;
- 3.2 co-operate with Us in all matters relating to the Services and appoint the Manager in relation to the Services, who shall have the authority contractually to bind You on matters relating to the Services;
- 3.3 provide, for Us, our agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to Your premises, office accommodation, data and other facilities as We reasonably require in order to provide You with the Services;
- 3.4 be responsible (at Your own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from Your premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Us of all of Your obligations and actions under this clause 3.4;
- 3.5 inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply at Your premises;

- 3.6 ensure that all Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services; and
- 3.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Equipment, before the date on which the Services are to start.

4 OUR DUTIES

- 4.1 We shall procure that the Individual shall:
 - (a) provide the Services with all due care, skill, and ability;
 - (b) unless prevented by ill health or accident, devote such time to the carrying out of the Services as may be necessary for their proper performance;
 - (c) use reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this Contract; and
 - (d) use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at Your premises and that have been communicated to Us under clause 3.5, provided that We shall not be liable under these Terms if, as a result of such observation, We are in breach of any of our obligations under these Terms.
- 4.2 We may appoint a suitably qualified and skilled Substitute to perform the Services in place of the Individual, provided that the Substitute shall be required to enter into direct undertakings with You, including with regard to confidentiality.
- 4.3 We may use a third party to perform any administrative, clerical, secretarial or other functions which are reasonably incidental to the provision of the Services provided that You will not be liable to bear the cost of such functions.

5 FEES AND BOOKING

- 5.1 The charges for the Services are as set out in the Statement of Work.
- 5.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Statement of Work.
- 5.3 For Services where the Statement of Work refers to one single payment, We will invoice You for the fixed price in advance.
- 5.4 Where the Statement of Work refers to payment of a deposit, stage payments or retainers, We will invoice You for the deposit in advance and for each stage payment or retainer at the time or at the stage of the project specified in the Statement of Work.
- 5.5 Where the Services are provided on a time-and-materials basis:
 - (a) the charges payable for the Services shall be calculated in accordance with the hourly or daily fee rates set out in the Statement of Work;

(b) our daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 6.00 pm on weekdays (excluding weekends and public holidays);

(c) We shall be entitled to charge at an overtime rate of 100% of the normal rate for part days and for time worked outside the hours referred to in condition 5.5(b) above on a pro-rata basis; and

(d) We will invoice You monthly in arrears unless other arrangements (such as stage payments) are set out in the Statement of Work.

(e) We may ask You, from time to time, to approve timesheets using a third-party online platform to complete and verify timesheets for services completed by the Individual.

(f) where timesheets are used, You shall approve the online timesheets (and any relevant expense forms) within two working days verifying the number of hours/days worked by the Individual during the applicable period. Approval of the timesheets is confirmation of the number of hours/days worked by the Individual and constitutes acceptance that the Individual's Services have been provided in accordance with these Terms.

(g) If You dispute the number of hours/days claimed in the timesheet, You will reject the timesheet submitted within two working days stating the reason for rejection. You will cooperate fully and promptly to establish and agree the hours/days worked by the Individual. Failure to approve the timesheet does not waive Your obligation to pay the fees in respect of the hours/days worked.

(h) You shall not be entitled to decline to approve a timesheet on the grounds that You are not satisfied with the work performed by the Individual. You shall notify Us immediately and without delay and in any event within 1 working day if the Individual fails to provide the Services or has notified You that they are unable to provide the Services for any reason.

(i) any approved timesheet must be disputed within 14 working days. After 14 working days, an approved timesheet cannot be disputed and must be honoured.

5.6 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).

5.7 You must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, within 30 days of the date of the invoice.

5.8 Without prejudice to any other right or remedy, if You fail to pay the invoice on the due date, We may:

(a) charge interest on the sum from the due date for payment at the annual rate of 5% above the Bank of England base rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and You shall pay the interest immediately on demand; and

(b) suspend all Services until payment has been made in full.

- 5.9 All charges are stated exclusive of expenses incurred by Us. Subject to Your prior written consent, You will reimburse Us for all, hotel, subsistence, travelling, stationery, materials, postage, other administrative costs and any other ancillary expenses reasonably incurred by Us or the Individual in providing the Services. Such expenses may be invoiced by Us to You at cost, or recognised industry rates, at such times as We think appropriate with payment due within 7 days of receipt of an invoice. Any unpaid invoices for expenses will be treated as per clause 5.8.

6 OTHER ACTIVITIES

Nothing in these Terms shall prevent Us or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation provided that such activity does not cause a breach of any of our obligations under these Terms.

7 CONFIDENTIAL INFORMATION AND OUR MATERIALS

- 7.1 We acknowledge that in the course of providing the Services We will have access to Confidential Information. We shall not and We shall procure that the Individual shall not (except in the proper course of our duties) use or disclose to any third party any Confidential Information.
- 7.2 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which We or our employees, agents, consultants or subcontractors have disclosed to You and any other confidential information concerning our business or our products and services which You may obtain.
- 7.3 The restrictions in clauses 7.1 and 7.2 do not apply to:
- (a) any use or disclosure required by law or authorised by the party to whom the information relates; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the party to whom the information does not relate.
- 7.4 All materials, equipment and tools, drawings, specifications and data which We supply to You shall, at all times, be and remain our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You until returned to Us, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

8 DATA PROTECTION

- 8.1 You consent to our holding and processing data relating to You for legal, personnel, administrative, management and marketing purposes.
- 8.2 You consent to our making such information available to those who provide products or services to Us such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Us or any part of our business.

- 8.3 You consent to the transfer of such information to our business contacts (such as server hosts) outside the European Economic Area.

9 INTELLECTUAL PROPERTY

- 9.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and the Deliverables and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or the Deliverables. We grant You a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the Deliverables for the purposes for which the Services were provided only.
- 9.2 You acknowledge that, where We do not own any of the materials or content which We submit to You, Your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Us to license such rights to You.

10 THIRD PARTY SOFTWARE ORDER via DISTRIBUTION

- 10.1 You agree upon acceptance and execution of a Statement of Work, that if We place an order with a third-party for its software under that Statement of Work, You agree to make undisputed payment of 100% of any such third-party fees for that software in full accordance with any pass-through terms of that third-party.
- 10.2 You understand that any third-party software fees, or similar fees, cannot reasonably, and will not, be subject to acceptance of any delivery terms otherwise contained in a Statement of Work such as, for example, any delivery clause governing the “review and acceptance of deliverables” and performance to milestones, and agree that whilst We will make all reasonable efforts to ensure delivery as required by You, such third-party factors are outside our control.

11 TERMINATION

- 11.1 Notwithstanding the provisions of clause 2, either party may terminate this Contract on two weeks’ notice for any reason with no liability to provide any further services to You.
- 11.2 You may terminate this Contract if We commit any serious or repeated breach or non-observance of any of the provisions of this Contract and such breach is not remedied within 14 days of notification of breach.
- 11.3 Notwithstanding the provisions of clause 2 or clause 11.1, We may terminate this Contract with immediate effect with no liability to provide any further services to You if at any time:
- (a) You fail to make a payment when due and payable under this Contract;
 - (b) You commit any gross misconduct affecting our business;
 - (c) You commit any serious or repeated breach or non-observance of any of the provisions of this Contract;

(d) You are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

(e) You commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring Us into disrepute or is materially averse to our interests.

(f) an order is made, or a resolution is passed for Your winding up, or circumstances arise which entitle a court of competent jurisdiction to make an order winding You up;

(g) an order is made for the appointment of an administrator to manage Your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for You, or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

(h) a receiver is appointed of any of Your assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager for You, or if any other person takes possession of or sells Your assets; or

(i) You make any arrangement or composition with Your creditors, or make an application to a court of competent jurisdiction for the protection of Your creditors in any way, or become bankrupt; or

(j) You cease, or threaten to cease, to trade; or

(k) You take or suffer any similar or analogous action in any jurisdiction in consequence of debt; or

(l) being an individual, You are subject to a bankruptcy order or are made bankrupt.

11.4 Our rights under this clause 11 are without prejudice to any other rights that We might have at law to terminate the Contract. Any delay by Us in exercising our rights to terminate shall not constitute a waiver of these rights.

11.5 We shall not be obliged to retain documents and information relating to You after termination.

12 OBLIGATIONS ON TERMINATION

On termination of this Contract You shall immediately pay to Us any unpaid fees or other sums payable under this Contract. Termination will not affect either party's outstanding rights or duties, including our right to recover from You any money You owe Us under these Terms.

13 STATUS

Our relationship to You will be that of independent contractor and nothing in these Terms shall render Us or the Individual Your employee, worker, agent or partner and We shall not hold ourselves out as such.

14 LIMITATION OF LIABILITY

- 14.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by Us or (iii) liability for any other matter which We may not legally exclude or limit, We exclude all liability for any loss or damage suffered by You resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in Your or our reasonable contemplation and including any loss or damage suffered by You as a result of advice or opinions given by the Individual or by any of our employees, agents, consultants or subcontractors).
- 14.2 If We are prevented from or delayed in performing our obligations by Your act or omission (or the act or omission of Your agents, subcontractors, consultants or employees) or by any circumstance outside of our control, We shall not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay.
- 14.3 In the event that We are found liable to You for any loss or damage, this liability shall be limited to the amount of any fees You paid to Us in accordance with these Terms in the 12 months preceding the judgment. In the event that a court of competent jurisdiction does not allow such limitation on liability and awards damages against Us in excess of such amount, You agree to release Us from all damages and liability in excess of such amount.
- 14.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 14.5 This clause 14 shall survive termination of the Contract.

15 NOTICES

All notices sent by You to Us must be sent to “PACT Solutions Ltd, 20-22 Wenlock Road, London, N1 7GU”, or by email to info@pact-solutions.co.uk. We may give notice to You at either the e-mail or postal address You provide to Us in the Statement of Work or as subsequently notified by You. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

16 ASSIGNMENT AND SUBCONTRACTING

- 16.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms.
- 16.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under these Terms.

17 FORCE MAJEURE

- 17.1 We will not be responsible for any failure to perform due to “force majeure” causes beyond our reasonable control including, but not limited to, pandemic, including but not limited to, Covid-19, epidemic, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages.

18 GENERAL

- 18.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 18.2 No failure or delay by Us to exercise any right or remedy provided under these Terms 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.
- 18.3 Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Us.
- 18.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 18.5 These Terms 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 English law and You, and We both agree to the exclusive jurisdiction of the English courts.

19 LAW

These Terms and any dispute or claim arising out of or in accordance with them or their construction or any parties performance under them shall be subject to the exclusive jurisdiction of the Courts of England and Wales to which the parties submit.