



Attachment A: Terms and Conditions

Terms and Conditions of Business

This agreement sets forth the terms and conditions on which JCURV Limited, a limited liability company incorporated under the laws of England and Wales with Registration Number 9547024, provides services (the “Services”) for **[client name]** (the “Client”) pursuant to or in connection with the attached document dated **[insert date]** or any other project description document that is or has been mutually agreed by the Company and the Client (each, a “Project Description Document”). This agreement together with all such Project Description Documents shall be referred to herein as the “Agreement”.

1. Fees, Expenses, and Payment. In consideration for the Services, the Client shall pay to the Company the professional fees and expenses in accordance with each Project Description Document. Payment of each invoice from the Company is due within 30 days after the date thereof. The Company reserves the right to suspend the provision of Services in the event of non-payment by the Client. The description of the fees and expenses in each Project Description Document is exclusive of any applicable taxes.

2. Confidentiality. Each party shall keep confidential and not disclose any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to, any written reports or other data (collectively, “Confidential Information”), without the prior written consent of the other party. Each party may disclose Confidential Information only to its employees and contractors who have a need to know in connection with the provision or use of the Services and who are bound by confidentiality restrictions consistent with those set forth herein. This Section 2 shall not apply to any information that:

confidence to the other party in respect thereof,

- (iii) was already known to the recipient at the time it received such information from the other party as shown by the recipient’s prior written records, or
- (iv) is independently developed by the recipient without use of, or reference to, Confidential Information.

If either the Company or the Client is requested or required by any legal or investigative process to disclose any Confidential Information, that party shall, to the extent legally permissible, provide the other party with prompt notice of each such request and the Confidential Information requested so that such other party may seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such Confidential Information that it is advised by its legal counsel is legally required to be disclosed.

- (i) is or at any time becomes publicly available other than as a result of breach by the recipient of its obligations under this Agreement,
- (ii) the recipient acquires from a third party who owes no obligations of

- 3. Client Information.** In performing the Services, the Company will use all information supplied by the Client without having independently verified the same and the Company assumes no responsibility for the accuracy or completeness of such information.
- 4. Work Product.** Subject to the Client's satisfaction of its obligations under Section 1 above, all intellectual property in project materials developed by the Company specifically and exclusively for the Client in the course of providing the Services (the "Works") shall be owned by the Client. At the request and expense of the Client, the Company shall do all such things and sign all such documents or instruments reasonably necessary to give effect to the foregoing. Notwithstanding anything to the contrary contained in this Agreement or any Project Description Document, the Company retains all rights in its intellectual capital, including, without limitation, its methodologies, ideas, know how, techniques, models, tools, skills, generic industry information, knowledge and experience, and any graphic representations of any of these, whether now possessed or hereafter acquired by the Company ("Company IC"). The Works will inherently contain and/or embed Company IC. The Company hereby grants to the Client from the date of this Agreement a non-exclusive, non-transferable, irrevocable and royalty-free license to use Company IC contained and/or embedded in the Works, solely for the Client's internal business purposes.
- 5. Use of the Services and Works.** The Services and Works provided by the Company may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, the Client. The Services and Works are furnished solely for the Client's internal use, and shall not be disclosed in whole or in part to any person other than the Client's directors, officers, employees, legal advisors and contractors who have a need to know in connection with the Client's internal use of the Services and Works (and, in the case of contractors, who are bound by confidentiality restrictions consistent with those set forth herein) without the Company's prior written consent.
- 6. Use of Names.** The Client will not refer to the Company or attribute any information to the Company in the press or for advertising or promotional purposes, without the Company's prior written consent. Similarly, the Company will not refer to the Client in the press, for advertising or promotional purposes, without the Client's prior written consent, provided that the Company may include the Client's name and/or logo in a list of representative clients of the Company for general client marketing and employee recruiting purposes.
- 7. Non-Exclusivity.** It is the Company's practice to serve multiple clients within industries, including those with potentially opposing interests. Accordingly, the Company may have served, may currently be serving or may in the future serve other clients whose interests may be adverse to those of the Client. In all such situations, the Company is committed to maintaining the confidentiality of each client's information and will abide by non-disclosure procedures (such as firewall protocols and other safeguards) to ensure that all confidences are protected.

8. Limit of Liability.

- (a) In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to the Services.
- (b) In no event shall the Company's liability (whether based on any action or claim in contract, tort, or otherwise) to the Client or its affiliates arising out of or relating to any Services exceed the lesser of (i) USD 500,000 and (ii) the fees payable to the Company for such Services.
- (c) This Section 8 shall apply to the fullest extent permitted by applicable law.

9. Indemnification. The scope of work and fees hereunder do not contemplate the Company being involved in any legal proceedings or subject to third-party claims. Accordingly, the Client agrees to indemnify the Company and its directors, officers, shareholders and employees (collectively, "Company Persons"), from and against all claims, liabilities, losses, damages, costs and expenses as incurred (including reasonable legal fees and costs), and to pay the Company's standard rates for professional time spent (including for preparing, defending or giving testimony or furnishing documents), in connection with actual or threatened actions, proceedings or investigations, whether or not the Company is a party (collectively "Losses"), relating to or arising out of the services under any Project Description Document or any matter relating to such services. However, the Client will not be liable under this indemnity to a Company Person to the extent any Losses sustained by such Company Person resulted primarily from the willful default or bad faith of any Company Person.

10. Non-Solicitation. During the term of each Project Description Document and

for one year following the last date on which the Company provides Services thereunder, neither party will solicit for employment, employ or otherwise engage the service of any consultant or other professional or managerial level employee who is employed by the other party and was involved with the Services described in such Project Description Document (or assist any third party in so doing).

11. Force Majeure. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, pandemics, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts located in England and Wales.

13. Dispute Resolution. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

14. Severability. It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence herein is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

15. Amendment, Waiver and Assignment.

This Agreement may not be amended, modified or waived except by a signed written agreement. Neither party shall have the right to assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party.

16. Data Protection. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from the data protection and privacy laws in force from time to time to the extent that those obligations are relevant to this Agreement.

17. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. There are no third party beneficiaries with respect to this Agreement. This Agreement may be executed on separate counterparts, each of which shall constitute an original, but both of which when taken together shall constitute a single contract. Delivery of

an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The obligations of the parties under this Agreement that by their nature continue beyond the termination of this Agreement shall survive any termination of this Agreement.

**FOR VALUABLE CONSIDERATION,
AGREED TO:**

JCURV LIMITED

By: _____

Name: Vikram Jain

Title: Managing Director

Date:

[the client]

By: _____

Name: [client name]

Title: [client title]

Date: