

Schedule 1 Terms and Conditions

1. Term

1.1 This agreement (comprising the main body of the engagement letter and its Schedules) shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms.

2. Arum's Duties

2.1 Arum shall make available the services described in the main body of this engagement letter for the Customer and supply such of those services as requested by the Customer and agreed by Arum (**Services**) in accordance with this agreement.

2.2 Arum shall perform the Services with reasonable care and skill.

3. Customer's Duties

3.1 The Customer shall cooperate with Arum in all matters relating to the Services in a timely manner.

3.2 The Customer shall provide, in a timely manner, such information as Arum may reasonably require, and ensure that it is accurate and complete in all material respects.

4. Fees and expenses

4.1 In consideration for the provision of the Services, the Customer shall pay Arum the charges set out in this agreement (**Charges**).

4.2 In addition to the Charges, the Customer shall pay Arum's expenses (if any) subject to those expenses being agreed by the parties in writing and in advance.

4.3 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Arum at the prevailing rate (if applicable).

4.4 Arum shall submit invoices for the Charges plus VAT (if applicable) to the Customer at the intervals specified in this agreement.

4.5 The Customer shall pay each invoice due and submitted to it by Arum, within 30 days of receipt, to a bank account nominated in writing by Arum.

4.6 If the Customer fails to make any payment due to Arum under this agreement by the due date for payment, then, without limiting Arum's remedies either under this agreement or in law, Arum may suspend the Services immediately on notice to the Customer until payment has been made in full.

5. Confidential information and Customer property

5.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after its termination or expiry, disclose to any person any confidential information concerning the business, affairs, pricing, rates, customers, Customers or suppliers of the other party except as permitted by this agreement.

5.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

5.4 Arum may identify the Customer as a client for reference purposes, provided that any public use of the Customer's name, logo, or other branding (including any announcement relating to this engagement) shall be subject to the Customer's prior written approval.

6. Intellectual property

- 6.1 Arum and its licensors (if any) shall retain ownership of all intellectual property rights in the outputs of the Services which are received by the Customer (**Deliverables**).
- 6.2 Subject to clause 6.3, Arum grants the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to use the Deliverables for its internal business purposes only which, for the avoidance of doubt, means that the Customer must not use the Deliverables in its products or services or redistribute the Deliverables to any third party (wholly or in part).
- 6.3 Arum may revoke the licence rights granted in under clause 6.2 if the Customer fails to pay any sum that it owes Arum on the due date for payment.

7. Liability

- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with this agreement including, without limitation, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2, Arum's total aggregate liability to the Customer for all losses or damages arising out of, under or in connection with this agreement shall be limited to 100% of the Charges paid.
- 7.4 Subject to clause 7.2, Arum shall not be liable to the Customer for any of the following types of losses: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.
- 7.5 Unless the Customer notifies Arum that it intends to make a claim in respect of an event within the

notice period, Arum shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire forty (40) days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8. Termination

- 8.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

- 8.2 Without affecting any other right or remedy available to it, Arum may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than ten (10) days after being notified in writing to make such payment.

- 8.3 Termination or expiry of this agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

9. Non-Solicitation

- 9.1 A party shall not, without the prior written consent of the other party, at any time from the Start Date to the expiry of twelve months after this agreement's expiry or termination, solicit or entice away or attempt to solicit or entice away from that

party or employ or engage or attempt to employ or engage any person who is, or has been, engaged as an employee or consultant (whether the consultant was engaged directly or through their own service company) of that party and who was involved in the delivery or receipt of the Services or the management of this agreement.

9.2 If a party commits any breach of clause 9.1, that party shall, on demand, pay to the other party a sum equal to:

- (a) twelve (12) months' basic salary that was last payable by the other party to the relevant employee; or, if the relevant individual was not paid a salary,
- (b) the average monthly fee that was last payable by the other party to the relevant consultant (or their service company) multiplied by twelve (12).

9.3 The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate business interests of each party.

10. Force Majeure

Arum shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11. Assignment

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.

12. Variation

This agreement may only be varied by a document signed by both parties.

13. Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case) without the consent of any third party.

14. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims