

CAJA BUSINESS TERMS AND CONDITIONS FOR CONSULTING ENGAGEMENTS

This document confirms our engagement to support you in this project, as detailed below.

Scope:

[To be defined prior to engagement]

Timescales: [To be confirmed prior to engagement]

Caja Director:

Caja Consultant:

Fees: [To be confirmed]

Reporting to:

TERMS OF BUSINESS

The fees are billed monthly at the end of each month and are payable in 30 days. Actual incurred expenses are charged at cost and accompanied by receipts if required.

The following is a statement of the terms and conditions of business under which the engagement will be conducted.

For ease of expression Caja Consulting is referred to as the 'company' and the engagement letter (including its attachments) is referred to as 'the engagement letter', the recipient of the engagement letter is referred to as 'the client' and the services and deliverables detailed in the engagement letter to be provided to the client are referred to as 'the project'.

1. PROJECT OVERVIEW

The company and the client acknowledge that the success of the project is the joint responsibility of both parties. The company and the client recognise that they must both use reasonable endeavours to meet agreed target dates. The commitment to working to the agreed plan, providing skilled resources, access to relevant information, having direct contact with key stakeholders, full and timely disclosure of relevant details which may impact the project, will apply to both parties.

2. FEE PAYMENT

All fees and expenses will be charged as specified in the above engagement letter and are payable within 30 days (or as specified in the proposal/engagement letter) of the date of the company's invoice. Any sum which remains outstanding after the due date will bear interest on a daily basis from the original due date until paid in full. The interest rate will be calculated at a daily compound rate of 3% above the prevailing bank base rate.

While recognising the need to be flexible, both parties accept that any engagement or project initiation places financial and resource commitments on Caja in terms of committing our people to work on specific client projects (and declining other potential work for the period in question) and project mobilisation costs. In the event that a project is cancelled by the client, for whatever reason after the agreed start date or within 10 working days of the start date, the full balance of fees plus project related expenses incurred to date, will be payable.

3. CONFIDENTIALITY

The contents of the arrangement letter, including its attachments and any presentation material are the confidential property of the company. The client agrees that no part of them shall be disclosed to any third party without the prior written consent of the company or used for any other purpose other than the project.

The client and the company each agree to keep confidential and not to disclose to any third party any information (excluding information which is or becomes public knowledge other than as a result of the default of the recipient) relating to the business or trade secrets of the other ("Confidential Information"), or to make use of any such Confidential Information for any purpose other than in connection with the Project or as required by law. If appropriate a Non-Disclosure/Mutual Confidentiality Agreement can be signed at the request of either party (Client or Caja).

4. REMEDIES AND LIABILITIES

The client agrees to give the company a reasonable opportunity to remedy any failure or shortcoming in the provision by the company of the services or deliverables comprised in the Project to the client, including, without limitation, any failure to achieve specified service levels. The company undertakes, at its expense, to use all reasonable efforts to implement such remedy as soon as reasonably practicable after any such failure or shortcoming is identified and reported to it by the client in writing.

In respect of any liability, the company's total liability under or in connection with the Project (whether in contract, tort, including negligence, or otherwise) shall not exceed the value of the Project or specific engagement. Where payments have been made for work

completed under the Project, the potential liability will be limited to the balance of fees payable.

The company will not be liable (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused or any loss of production, loss of or corruption to data, loss of profits or of contracts, loss of business or revenues, loss of operation time, loss of goodwill or reputation, loss of anticipated savings or wasted management time, even if the company has been advised of their possibility.

The company will not be liable for any loss, damage, cost or expense whatsoever and howsoever caused arising from any fraudulent or unauthorised act or statement, misrepresentation or default on the part of the client its directors, employees, agents and other contractors.

The express obligations and warranties made by the company in the arrangement letter and these Business Terms are in place of and to the exclusion (to the fullest extent permitted by law) of any other warranty, condition, term or undertaking of any kind, express or implied, statutory or otherwise, including (without limitation) as to the condition, performance, fitness for purpose or satisfactory quality of the Project or any part thereof.

This paragraph 4 survives the termination of the Project for any reason.

5. INTELLECTUAL PROPERTY RIGHTS

The copyright and all other proprietary rights existing now or in the future in all computer programs, documentation, presentations and other materials as well as in any idea, method, invention, discovery, design, concept or other work (“the Works”) arising from the company’s performance of the Project (whether conceived or developed individually or jointly with the client and others) shall belong to and be the absolute property of the company. At the request and expense of the company, the client will do all such things and sign all documents reasonably necessary to enable the company to obtain all such rights in the Works.

Subject to the payment of all fees and expenses due to the company for the Project, the company will grant to the client a non-transferable, non-exclusive licence for a period of 25 years to use and reproduce for its own internal use only any deliverable provided under the Project.

The client acknowledges that in the course of its performance of the Project the company may use products, materials or methodologies proprietary to the company or a third party or the company may produce proprietary materials or methodologies that are not part of the deliverables. The client agrees that it will not have nor obtain rights in such proprietary

products, materials and methodologies except pursuant to a separate written agreement on terms to be agreed and the client agrees to maintain the confidentiality of such items.

6. ARTIFICIAL INTELLIGENCE

In the course of providing the Project, the Company may use artificial intelligence, machine learning or automated tools and systems (“AI Systems”) to support research, analysis, drafting or other elements of the Services.

- 6.1** The Company warrants that it has taken reasonable steps to ensure that any AI Systems used in connection with the Project:
 - a. are trained and operated using data lawfully obtained and in respect of which the Company has the necessary rights or licences;
 - b. are designed and tested with the aim of producing accurate outputs and mitigating material bias or unsafe outcomes, to the extent reasonably practicable; and
 - c. are subject to reasonable ongoing testing and monitoring to assess their suitability for the intended purpose.
- 6.2** The Company shall indemnify the Client against any third-party claim that the use of the AI Systems or any outputs generated by them infringes intellectual property rights, confidentiality obligations or data protection rights, to the extent such claim arises from the Company’s breach of this clause.
- 6.3** As between the parties, all intellectual property rights in any AI-generated outputs produced in the course of the Project shall be treated as part of the Works for the purposes of Clause 5. Accordingly, such rights shall belong to the Company, and the Client shall receive the same licence to use such outputs as applies to other deliverables under the Project.
- 6.4** The Company shall process any personal data or confidential information used in connection with AI Systems strictly in accordance with applicable data protection laws and Clause 3 of these Business Terms. The Company shall not use Client-supplied personal data or confidential information to train, retrain or improve any AI Systems (whether proprietary or third-party), unless such data has been irreversibly anonymised or the Client has given prior written consent.
- 6.5** The Company shall implement appropriate technical and organisational measures to prevent unauthorised access, data leakage or re-identification of anonymised data arising from the use of AI Systems.
- 6.6** Where AI-generated outputs are used to support decisions with legal or contractual effect, the Company shall, on reasonable request, provide information regarding the nature, intended use and material limitations of such outputs.
- 6.7** The Company shall comply with applicable laws and regulatory guidance relating to artificial intelligence, including data protection laws and, where relevant, emerging UK or EU AI-related regulatory frameworks, as amended from time to time.

Nothing in this clause shall expand the Company's liability beyond the limitations set out in Clause 4.

7. RESPONSIBILITIES

The client agrees to provide the company promptly with accurate and complete information concerning its activities, decisions and approvals relevant to the Project. If any of the company's people work on the client's premises, the client will provide suitable office accommodation and services, and full and free access to any required facilities. The client is responsible for the provision of suitable environmental conditions, including electrical supplies, email access, discrete meetings rooms or workspace at its premises. The client will ensure that all computing and ancillary facilities provided to the company's personnel for use in connection with the Project and the working environment at the client's premises will comply with all applicable health and safety regulations including the Health and Safety (Display Screen Equipment) Regulations 1992.

It is the Client's responsibility in a collaborative project (e.g. with third parties including other consultants) to ensure the appropriate standards and performance requirements are consistent with the principles embodied in this document. For example, that Third Parties work to the agreed plan, provide skilled resources, provide deliverables to the required quality and time plan, share appropriate information and cooperate with all reasonable requests. Third Parties will also be bound by the requirements of any Confidentiality Undertakings and Non-Disclosure Agreements as well as Clause 9 below.

8. FORCE MAJEURE

Neither the company nor the client will be liable for any delay in performing or failure to perform their obligations if such failure or delay is as a result of causes outside their reasonable control.

9. QUALITY ASSURANCE

The client agrees, if so requested by the company, to allow a representative of the company access to the client's premises, and to co-operate, so far as is reasonable, with such representatives, for the purpose of conducting a QA Review or post Project evaluation. This may include seeking feedback on our people and other members of the Project Team

10. RECRUITMENT OF PERSONNEL

Neither party will for the duration of the Project and for a period of 6 months after its termination (for whatever reason), directly or indirectly solicit for employment, nor offer employment to, nor enter into any contract for services with any person who, at the time

of such action or during a period of 6 months immediately preceding such action, carried out work in connection with the Project.

11. ENTIRE AGREEMENT

The arrangement letter with attached schedule and these Business Terms constitute the entire agreement between the client and the company relating to the Project and supersede all previous communications, representations and arrangements, written or oral. The client acknowledges that no reliance is placed on any representation made but not embodied in the arrangement letter and these Business Terms. The printed terms of any purchase order and other communications issued by the client in connection with the Project will not apply unless accepted in writing by the company. No variation will be effective unless in writing and signed by authorised representatives of both parties. In the event of any conflict between the terms of the arrangement letter and these Business Terms, the terms of the arrangement letter shall prevail.

12. APPLICABLE LAW

The arrangement letter and these Business Terms will be governed by and construed in accordance with the Laws of England and Wales and will be subject to the exclusive jurisdiction of the English Courts.

	for and on behalf of [company]	for and on behalf of Caja Ltd.
Signed		
Name		
Position		
Date		