

SERVICE AGREEMENT, dated 10th December 2024

BETWEEN

(a) **ChallengeCurve Limited**, a company incorporated in England and Wales whose registered office is 20 – 22 Wenlock Road, London N1 7GU, registered No: 09571566

AND

(b) **Company Ltd, XXXXXX**, a company incorporated in England and Wales whose registered office is XXXXXXXX ("**Supplier**");

WHEREAS

The parties agree as follows:

1. Definitions and Interpretation

1.1 "**Agreement**" means these terms and conditions together with all Assignment Sheets.

"**Assignment Sheet**" means a document prepared by CHALLENGECURVE and agreed between the parties setting out the fees and parameters for a particular project.

"**Business Day**" means a day that is not a Saturday, a Sunday or a Bank Holiday in England.

"**Client**" means any client of CHALLENGECURVE during the duration of this Agreement to whom Services are to be provided by the Supplier.

"**Confidential Information**" means the terms of this agreement and any information, Intellectual Property, technical data, trade secrets or know-how of, or otherwise relating to, CHALLENGECURVE, including, but not limited to, research, product plans, products, services, client lists and clients (including, but not limited to, clients of CHALLENGECURVE on whom the Supplier called or with whom the Supplier became acquainted during or in relation to the provision of the Services), markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Supplier by CHALLENGECURVE either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. "Confidential Information" does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of the Supplier or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions.

"**Contract**" means the terms and conditions binding both CHALLENGECURVE and the Supplier, as laid out in this Agreement and any associated Assignment Sheets.

"**Intellectual Property**" means all legal and beneficial rights, title and interest (including all future and contingent rights) in each of the following (in each case, whether registered or unregistered); patents, copyrights, trademarks, registered designs, moral rights, utility models, service marks, database rights, semiconductor topography rights, rights in designs, get-up, logos, compilations, inventions, trade names, business names and domain names, rights protecting goodwill or reputation and rights in the nature of unfair competition rights and including, but not limited to:

(a) all applications to register any of the above;

(b) all rights or forms of protection anywhere in the world having equivalent or similar effect to any of the above;

(c) the right to sue for and recover damages and other remedies in respect of any infringement of any of the above; and

(d) in the case of registered Intellectual Property, all rights, powers, liberties and immunities conferred on the proprietor by registration of that Intellectual Property;

"Services" means Information Technology and consulting services set out in a relevant Assignment Sheet and as added to by written instructions from time to time received by the Supplier from CHALLENGECURVE.

"Daily Rate" is to mean the rate paid for a business day. A business day is typically 8 hours in length (excluding breaks). Overtime will not be paid, unless it is agreed by CHALLENGECURVE in advance in writing.

2. Appointment as Supplier

2.1 CHALLENGECURVE appoints the Supplier to provide the Services during the term of this Agreement (as specified in the relevant Assignment Sheet).

2.2 For the avoidance of doubt, CHALLENGECURVE is under no obligation to procure assignments for the Supplier and the Supplier is under no obligation to accept assignment offered by CHALLENGECURVE.

3. Provision of Services

3.1 The Supplier agrees to perform the Services in accordance with this Agreement and with any relevant Assignment Sheet from time to time agreed between the parties.

3.2 The Supplier will perform the Services with a high degree of care and skill and at least that degree of care and skill expected of a skilled professional competent in the field covering the Services.

3.3 The Supplier shall provide the services using suitably qualified personnel of their own choosing. The Supplier reserves the right to substitute any personnel, provided the Client is reasonably satisfied that the substitute possesses the necessary skills and qualifications for the satisfactory completion of the services. The Supplier will remain liable for the services completed by substitute personnel and will bear any costs.

3.4 The Supplier will provide the Services at the location specified in the relevant Assignment Sheet, provided that it may provide the Services elsewhere as may be necessary for the due performance of them, or as CHALLENGECURVE may otherwise reasonably require.

3.5 The Supplier warrants that:

(a) the Supplier has the ability to ensure that the Key Personnel (as defined in the relevant Assignment Sheet) are and will be available to provide Services to Clients other than through sickness or reasonable absence requests, as agreed where reasonable in advance with CHALLENGECURVE; and

(b) the Key Personnel are properly trained and competent to provide the Services.

3.6 With the exception of clause 5.7, which the Supplier acknowledges is necessary and reasonable to protect CHALLENGECURVE's business interests, this Agreement does not restrict the Supplier's rights to obtain and carry out assignments of any nature for clients other than CHALLENGECURVE, and CHALLENGECURVE acknowledges (but without prejudice to any rights it may have against the Supplier for the breach or failure by the Supplier of its obligations under this Agreement) that the Supplier is entitled to obtain and carry out such assignments.

3.7 The Supplier understands and agrees that, within the context of this assignment, it is representing CHALLENGECURVE and will endeavour at all times to ensure that its behaviour and activities actively promote and do not harm CHALLENGECURVE's business; this shall include, but is

not limited to, making CHALLENGECURVE aware of all possibilities for further business at a Client, using CHALLENGECURVE personnel for further work where possible, not making any public or private statement about CHALLENGECURVE without CHALLENGECURVE's written agreement in advance, and informing CHALLENGECURVE before the Client of any changes in the nature of the Assignment or of the Supplier's role in the Assignment. If the Supplier breaches this clause, CHALLENGECURVE may at its discretion terminate this Agreement accordingly.

4. Payment

4.1 In consideration of the Services provided by the Supplier from time to time under this Agreement CHALLENGECURVE will pay the Supplier in accordance with fees stated in and in a manner consistent with the relevant Assignment Sheet. Unless otherwise stated, the Supplier will be paid within 30 days of the presentation of a correct invoice, including all the required approved supporting documentation. Invoices must cover a period of one calendar month only. All invoices are paid at the end of the month following the period invoiced. The Supplier retains the right at its sole discretion to charge interest on invoices which are unpaid within the timescales set out in clause 4.1 at Bank of England Base Rate plus 5%.

4.2 Where Services are provided by CHALLENGECURVE to a Client and carried out by the Key Personnel of the Supplier on behalf of CHALLENGECURVE, and the Client does not pay CHALLENGECURVE in full due to or arising from deficient performance of the Services by the Supplier's Key Personnel, CHALLENGECURVE shall be under no obligation to pay the Supplier in respect of those Services. If CHALLENGECURVE has already paid, the Supplier will reimburse CHALLENGECURVE immediately on demand (unless otherwise stated in the relevant Assignment Sheet) for all payments already made by CHALLENGECURVE in respect of those Services.

4.3 The Supplier will be responsible for making appropriate PAYE deductions for tax and national insurance contributions from the remuneration it pays its personnel. Where the Supplier is an individual he hereby warrants that he is an independent contractor and that CHALLENGECURVE is not obliged to deduct or account for tax or national insurance contributions on payments made by CHALLENGECURVE to the Supplier under this Agreement. The Supplier agrees to indemnify CHALLENGECURVE and to keep it indemnified in respect of any claims that may be made by the relevant authorities against CHALLENGECURVE in respect of tax or national insurance contributions relating to or resulting from the provision of the Services by the Supplier, including, for the avoidance of doubt, any claim in respect of tax or national insurance contributions under the rules known as "IR35" and originally announced on 9 March 1999.

5. Client Relations

5.1 The Supplier will provide CHALLENGECURVE with a copy of any contract it enters into or has entered into with a Client for as long as the terms of clause 5.7 are in force.

5.2 The Supplier will comply fully with all applicable terms and conditions of the Contract.

5.3 CHALLENGECURVE will provide the Supplier with general information in its possession regarding the Client, provided that nothing in this Agreement requires CHALLENGECURVE to disclose information it considers to be subject to an obligation of confidence.

5.4 The Supplier will, or will procure that its personnel, employees, sub-contractors and/or consultants maintain professional standards of behaviour and conduct to a standard ordinarily expected in the relevant field during the provision of the Services, including while attending the Client's premises, and will cooperate with the Client's reasonable requests.

5.5 At the termination of this Agreement, or the Contract, or the completion of the provision of the Services (whichever comes first) the Supplier will immediately:

- (a) return to the Client any property belonging to the Client; and
- (b) in accordance with instructions from the Client, destroy or return all electronic records and all copies in whatever medium that are in its possession or control, of documents or software it has received from the Client in connection with the Services.

5.6 Where property of a Client is destroyed under clause 5.5 the Supplier will provide CHALLENGECURVE with a certificate of destruction of the property.

5.7 In consideration of CHALLENGECURVE engaging the Supplier, the Supplier undertakes and agrees that it shall not directly or indirectly:

- interfere, or seek to interfere in any contract between the CHALLENGECURVE and its Client(s) and/or any third parties;
- discourage any of CHALLENGECURVE's Client(s), suppliers and/or any third parties from entering into or continuing their contractual relations with CHALLENGECURVE;
- offer employment to or offer to conclude any contract of services with clients or employees of CHALLENGECURVE or with any current consultant, contractor, agent of CHALLENGECURVE or procure or facilitate the making of such an offer by any person, firm or company or entice or endeavour to entice any such employees to terminate their employment with CHALLENGECURVE.

5.8 For the purposes of Clauses 5.7 above, any Client(s) who terminate their relationship with either CHALLENGECURVE or the Company (as the case may be) during this Agreement shall continue to be treated as Client(s) for a period of twelve (12) months following termination.

The Supplier agrees that, for the term of this Agreement and for a period of 12 months following termination or expiry of this Agreement (except for breach on the part of CHALLENGECURVE), it will not invite, seek or solicit an offer (for the Supplier or for the Key Personnel) to contract directly or indirectly to provide services equivalent to or related to the Services performed under this Agreement from any entity which is a client of CHALLENGECURVE during the term of this Agreement for which the Supplier has provided Services. Where there is an existing services agreement between the Supplier and the Client, this clause is void.

5.10 If the Supplier breaches this clause, regardless of any other remedy available to CHALLENGECURVE under this Agreement, the Supplier will pay CHALLENGECURVE forthwith on demand a sum equal to the lesser of 3 months' consultancy fees or 50% of the consultancy fees paid under this Agreement. The Supplier acknowledges that in the context of the Agreement this clause, including the restriction and penalty, is reasonable.

6. Term and Termination

6.1 This Agreement will continue in force until terminated under this clause 6.

6.2 Either party may terminate this Agreement by giving no less than one month's notice in writing on the other party.

6.3 CHALLENGECURVE or the Supplier may terminate an Assignment Sheet with one month's notice in writing, if the Client's requirements change such that the Services are no longer required. In this case the Supplier shall be entitled to payment for the work that has been completed up to termination of the Assignment Sheet at the average rate specified in the relevant Assignment Sheet.

6.4 Either party may terminate this Agreement immediately on written notice if the other party commits any remediable breach of this Agreement and fails to rectify the breach within 5 days of receiving written notice from the first party.

6.5 Either party may terminate this Agreement immediately on written notice if the other party commits a material breach or persistent remediable breach of this Agreement.

6.6 Either party may terminate this Agreement immediately if the other:

(a) has a petition presented against it or its assets for the appointment of an administrator or for its winding up;

(b) has a receiver or administrative receiver appointed to it or its assets;

(c) has a winding up petition presented against it or a resolution passed for its winding up (otherwise than for the purpose of a bona fide amalgamation or reconstruction);

(d) suspends payment of its debts or is unable to pay its debts; or

(e) ceases to carry on business as a going concern or ceases to be in a position to fulfil its obligations under this Agreement.

6.7 CHALLENGECURVE may terminate this Agreement immediately on written notice if CHALLENGECURVE believes on reasonable grounds that:

(a) the Supplier fails to make available the services of any Key Personnel other than through sickness or injury, or reasonable absence requests, as agreed where possible in advance with CHALLENGECURVE;

(b) Any Key Personnel dies or becomes of unsound mind;

(c) Any Key Personnel is convicted of any serious criminal offence;

(d) Any Key Personnel commits any act of dishonesty;

(e) Any Key Personnel becomes permanently incapacitated by illness, injury, accident or any other circumstances beyond their control from performing their obligations under this Agreement and for the purposes of this sub-clause incapacity for 3 consecutive calendar months or for an aggregate period of 6 months in any period of 12 calendar months will be deemed to be permanent incapacity;

(f) Any Key Personnel ceases to hold any qualification, licence, authority, registration or membership required (by statute or otherwise) for the proper performance of their duties or from performing its duties;

(g) Any Key Personnel has a bankruptcy petition presented or a bankruptcy order made against them; or a trustee, encumbrancer or receiver takes possession of any of their assets; or any action similar in nature is effected upon them;

(h) Any Key Personnel ceases to be in a position to fulfil their obligations under this Agreement

6.8 CHALLENGECURVE may terminate this Agreement immediately if it is, is sought to be made, becomes or in its reasonable opinion may be or become an intermediary within the rules known as "IR35" and originally announced on 9 March 1999.

6.9 The Supplier may terminate this Agreement immediately if payment is not made in full within two calendar months of valid invoices for services provided by the Supplier being received by CHALLENGECURVE.

6.10 At the termination of this Agreement the Supplier will immediately:

- (a) return to CHALLENGECURVE any property belonging to CHALLENGECURVE; and
- (b) in accordance with instructions from CHALLENGECURVE, destroy or return all electronic records and all copies in whatever medium that are in its possession or control, of documents or software it has received from CHALLENGECURVE in connection with the Services.

6.11 Where property of CHALLENGECURVE is destroyed under clause 6.10, the Supplier will provide CHALLENGECURVE with a signed confirmation of destruction of the property.

7. Liability

7.1 The following provisions set out the entire financial liability of the Parties (including liability for the acts or omissions of their employees, agents and sub-contractors) in respect of:

- (a) any breach of this Agreement; and
- (b) any representations, statements or tortious acts or omissions including negligence arising under or in connection with this Agreement.

7.2 Neither Party limits its liability (if any) in respect of:

- (a) fraud;
- (b) the death of, or personal injury to, any person caused by negligence;

7.3 Notwithstanding the foregoing, nothing in this Agreement shall limit the Supplier's liability for damages caused to any Client's or CHALLENGECURVE's IP by the Supplier's unprofessional behaviour or wilful negligence.

7.4 Subject to Clauses 7.2 and 7.3 above:

- (a) the liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance under any single Assignment Sheet is limited to GBP 100,000 or the amount actually paid by CHALLENGECURVE to the Supplier under that Assignment Sheet, whichever is the lesser
- (b) the total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to GBP500,000 less any amounts paid to the Supplier under clause 7.4 (a).; and
- (c) neither Party shall be liable to the other Party for any of the following: indirect loss or damage; consequential loss or damage; loss of business; loss of profit; loss or depletion of goodwill (howsoever caused) which arise out of or in connection with this Agreement.

7.5 Each Party agrees to take out and maintain adequate insurance cover with a reputable insurer to cover its potential liability under this Agreement, or in relation to the Services, and to provide a copy of the insurance policy or policies and receipts for the payment of premiums at the other party's request.

8. Intellectual Property

8.1 Both the Supplier and CHALLENGECURVE foresee that the Supplier may make, discover or create Intellectual Property in the course of the Supplier's duties under this Agreement. In consideration of the mutual commitments made in this Agreement, the Supplier will promptly make full written disclosure to CHALLENGECURVE, hold in trust for the sole right and benefit of CHALLENGECURVE, and hereby assigns to CHALLENGECURVE (or its nominee) all of the Supplier's rights, title, and interest in and to any and all Intellectual Property which the Supplier may solely or jointly make or

discover pursuant to the provision of the Services. The Supplier understands and agrees that the decision whether or not to commercialise or market any Intellectual Property made, discovered or developed by the Supplier solely or jointly with others is within CHALLENGECURVE's sole discretion and for CHALLENGECURVE's sole benefit and that no royalty will be due to the Supplier as a result of CHALLENGECURVE's efforts to commercialise or market any Intellectual Property. Whenever and wherever necessary, the Supplier will assert CHALLENGECURVE's Intellectual Property rights and those of the Client per CHALLENGECURVE's obligations to the same.

8.2 The Supplier warrants and represents that it will be the sole beneficial owner of the entire right title and interest to any Intellectual Property made, discovered or created by the Supplier's personnel during the course of the provision of the Services and that the Supplier will be free to assign any such Intellectual Property to CHALLENGECURVE without any third party claims, liens, charges or encumbrances of any kind and that the Supplier is free of any duties or obligations to third parties which may conflict with the terms of this Agreement. In addition, the Supplier will procure promptly following a request from CHALLENGECURVE that any persons appointed under clause 3.3 shall execute and deliver to CHALLENGECURVE such assignments and other documents as CHALLENGECURVE may require from time to time in order to vest in CHALLENGECURVE the ownership of Intellectual Property created by such persons. The Supplier further warrants and represents that any Intellectual Property created made or discovered by the Supplier or its personnel during the course of the provision of the Services will not infringe any Intellectual Property of which a third party is the proprietor.

8.3 Each party will indemnify the other against any and all liability loss damage costs and expenses which either party or a third party may incur or suffer whether direct or consequential (including but not limited to any economic loss or other loss of profits, business or goodwill) as a result of any dispute claims or proceedings brought against them by a third party alleging infringement of its Intellectual Property by reason of the use or exploitation of any Intellectual Property created made or discovered by the party, its employees or other persons appointed under clause 3.3, provided always that each party will give all reasonable assistance to the other in relation to any claims or proceedings covered by this clause.

9. Confidentiality

9.1 The Supplier acknowledges that in the course of providing the Services the Supplier will be exposed to Confidential Information. The Supplier agrees at all times during and after the term of this Agreement to hold in strictest confidence and not to use, except for the benefit of CHALLENGECURVE or for the purposes of performing the Services, or to disclose to any person without the prior written authorisation of CHALLENGECURVE, any Confidential Information of CHALLENGECURVE. The Supplier will also use its best endeavours to prevent the publication, disclosure or use of any such Confidential Information.

9.2 The restrictions contained in clause 9.1 will not apply to any information which the Supplier can demonstrate was known to the Supplier prior to the commencement of this Agreement or subsequently independently developed by Supplier without reference to the Confidential Information.

9.3 It will not be a breach of this Agreement if Confidential Information is disclosed if that disclosure is required by a court of competent jurisdiction, tribunal or other competent authority, however the Supplier undertakes to give CHALLENGECURVE all reasonable notice of any pending or actual disclosure (and in any case sufficient notice to enable CHALLENGECURVE to seek necessary protective orders where possible).

9.4 The Supplier understands that CHALLENGECURVE may suffer irreparable harm for which monetary damages may not be adequate compensation if the Supplier fails to comply with clause 9. Accordingly, the Supplier agrees that in the event of a breach of the terms of clause 9 by the Supplier, CHALLENGECURVE will, in addition to all other remedies that it may be entitled to as a matter of law or equity (including damages), be entitled to specific performance, injunctive relief and other form of equitable relief to enforce the provisions of this Agreement.

10. Data Protection

During the period of this Agreement and for as long a period as is necessary following the termination of this Agreement, CHALLENGECURVE may:

10.1 Obtain, keep, use and produce records containing information about the Supplier and the Key

Personnel for administrative, management, analysis and assessment purposes in files and on CHALLENGECURVE's computer systems. On occasion, CHALLENGECURVE may need to disclose this information to third parties. It will only do this when absolutely necessary. It will only use information held about the Supplier in ways that are consistent with the contractual relationship, the operation of the business and the principles of the Data Protection Act 1998.

10.2 Obtain, keep, produce and use personal data relating to:

- (i) racial or ethnic origin for the purposes of equal opportunities monitoring;
- (ii) health in order to enable CHALLENGECURVE to safeguard health and safety at work, for administrative purposes and for complying with its statutory obligations; and
- (iii) details of alleged offences committed where:
 - the Supplier has informed CHALLENGECURVE of these
 - or CHALLENGECURVE needs to keep these details because they have some bearing on the contractual relationship with CHALLENGECURVE.

10.3 Transfer some or all of the information in CHALLENGECURVE's records about the Supplier to:

- (i) Companies in whom CHALLENGECURVE has a shareholding;
- (ii) Companies or firms processing data on behalf of CHALLENGECURVE.

Where the disclosure or transfer is to a country outside the EEA, CHALLENGECURVE will take steps to ensure that the rights and freedoms in relation to the processing of the relevant personal data are adequately protected.

In signing this Agreement, the Supplier consents to CHALLENGECURVE carrying out the processing of personal data described in this clause.

11. General

11.1 Notices. All notices and consents given under this Agreement will be in writing and will be delivered in person, by first class or express mail to the principal offices of the parties as set forth below where provided. Either party may change its address or addressee for the purposes of this subsection by notice. Notice given in accordance with this subsection will be deemed given when received. The addressee and address of each party for the purposes of this Agreement are:

(a) CHALLENGECURVE Limited, 20 – 22 Wenlock Road, London N1 7GU

(b) **[Insert Name & Address Here]**

11.2 Assignment. Without prejudice to clause 3.3, the Supplier may not assign any rights or delegate or transfer any duties or obligations under this Agreement without CHALLENGECURVE's prior written agreement such agreement not to be unreasonably withheld or delayed, provided that it shall not be regarded as unreasonable for CHALLENGECURVE to withhold its agreement where it reasonably believes that the proposed assignee, sub-contractor, or transferee is not as qualified or otherwise suitable for the assignment as the Supplier or does not possess the necessary resources to fulfil the Assignment and that the Supplier bears all costs of associated in providing a substitute.

11.3 Independent Contractor. This Agreement does not create a partnership or employment relationship between the parties, and each party to this Agreement is an independent contractor. No employee, agent or other representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Neither party has any authority to bind the other except to the extent explicitly stated in a relevant Assignment Sheet.

11.4 Further Assurance. Each party will provide the other with all reasonable assistance, execute all documents and perform all acts necessary to give effect to this Agreement.

11.5 Governing Law. This Agreement will be governed by and construed in accordance with English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

11.6 Integration and Amendment. This Agreement contains the complete agreement between the parties relating to its subject matter, and all previous and collateral agreements, representations, warranties, promises and conditions relating to its subject matter are superseded by this Agreement. This Agreement may be amended only by a written document signed by both parties.

11.7 Severability. If any provision of this Agreement or the application of any such provision to any party or circumstance, is declared judicially to be invalid, unenforceable or void, that decision shall not invalidate or void the remainder of this Agreement. It is the intent and agreement of the parties that this Agreement shall be deemed amended by modifying the offending provision as far as necessary to make it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting for it another provision that is valid, legal and enforceable so as to materially effectuate the parties' intent.

11.8 Waiver. Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether that default is similar.

12. Dispute Resolution

12.1 If a dispute arises under this Agreement, a party may not commence any legal proceedings relating to the dispute unless it has complied with the provisions of this clause, except to seek urgent interlocutory relief.

12.2 A party claiming that a dispute has arisen must first give written notice to the other party specifying the nature of the dispute and then:

- a) the parties shall in the first instance meet in good faith with a view to resolving the dispute;
- b) if the resolution of the dispute is not agreed within ten Business Days of the meeting referred to in clause 12.2(a), either party may request a further meeting to be attended by a Director of each party. This meeting will be held within ten Business Days of a written request from one party to the other;

c) if the resolution of the dispute is not agreed within Business Days of the Director meeting referred to in clause 12.2(b), then either party may pursue such remedies as are available at law or under this agreement.

FREEDOM OF INFORMATION

The Supplier acknowledges that the Client and CHALLENGECURVE are subject to the requirements of the Code of Practice on Access to Government Information and the Freedom of Information Act 2000 ("FOIA") and shall assist and cooperate with the Client or CHALLENGECURVE to enable them to comply with these Information disclosure requirements.

The Supplier shall and shall procure that the Key Personnel shall:

- a) Provide the Client or CHALLENGECURVE as appropriate with a copy of all Information in its possession or power in the form that they require within 10 working days (or such other period as they may specify) of the request for that Information; and
- b) Provide all necessary assistance as reasonably requested by the Client or CHALLENGECURVE as appropriate to enable them to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Client or CHALLENGECURVE.

The Supplier acknowledges that the Client or the CHALLENGECURVE may be obliged to disclose Information: -

- a) Without consulting with the Supplier, or
- b) Following consultation with the Supplier and having taken its views into account.

The Supplier shall ensure that all information produced in the course of this Agreement is retained for disclosure and shall permit the Client or CHALLENGECURVE to inspect such records as requested from time to time.

The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Client or CHALLENGECURVE may nevertheless be obliged to disclose Confidential Information.

"**Information**" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA.

OFFICIAL SECRETS ACT

The Supplier's attention is drawn to the provisions of the Official Secrets Acts 1989 which apply to the Supplier and the Key Personnel and cover any official information whether classified or not to which the Supplier or the Key Personnel may have access. The Supplier agrees that it and the Key Personnel shall remain bound by the Official Secrets Act after the completion or earlier determination of the Agreement and may be required by the Client to sign relevant documentation at any time.

SECURITY

The Supplier agrees that it and the Key Personnel shall comply with all security, health and safety, and other relevant procedures whilst on Client premises. If the Client refuses to accept or refuses to

continue to accept the Supplier or any of the Key Personnel on its premises CHALLENGECURVE may terminate the Agreement immediately.

PREVENTION OF CORRUPTION

The Supplier undertakes to abide by and procure that the Key Personnel shall abide by the provision of the Bribery Act 2010 particularly in relation to the giving or offering of any consideration of any kind as an inducement or reward to any person with the intention of influencing them in the discharge of their responsibilities.

Where the Supplier or the Key Personnel or anyone acting on the Supplier's behalf commit such an offence in relation to this or any other contract CHALLENGECURVE has the right to terminate this Agreement and CHALLENGECURVE may elect not to have any further agreements with the Supplier and may recover any costs incurred by the termination of the Services by the Client.

In witness, the parties have signed this Agreement on the above date.

Signature: _____

Name: Chris Bean, Director

For and on behalf of: ChallengeCurve Limited

Date: 10th December 2024

Signature: **Signature**

Name: **Name**

For and on behalf of: **Company**

Date: **Date**
