27 Old Gloucester Street
Holborn, London
WC1N 3AX

TERMS AND CONDITIONS

Projects By IF Limited

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions ("Agreement"), the following terms shall have the meanings set out below:

"Client" means the person, firm or company who engages IF to provide the Services.

"Confidential Information" means all information disclosed by one party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Deliverables" means all materials, documents, work product, or other items created or developed by IF in the course of performing the Services, as specified in the Statement of Work.

"Fees" means the amounts payable by the Client to IF for the Services as set out in the Statement of Work.

"IF" or "we" or "us" means Projects By IF Limited, a company registered in England and Wales with company number 09568290.

"IF Background IP" means all intellectual property rights owned by or licensed to IF prior to the commencement of the Services or developed independently of the Services, including methodologies, frameworks, tools, templates, and know-how.

"Project IP" means all intellectual property rights in the Deliverables created specifically for the Client under the Statement of Work, excluding IF Background IP.

"Services" means the consulting, design, research, implementation support, workshops, and other services to be provided by IF to the Client as described in the Statement of Work.

"Statement of Work" or "SoW" means the document setting out the scope, deliverables, timeline, fees, and other specific details of the Services to be provided for a particular project or engagement.

2. ENGAGEMENT AND SCOPE

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2.1 These Terms and Conditions shall apply to all Services provided by IF to the Client and shall be incorporated by reference into each Statement of Work.

2.2 Each Statement of Work shall be deemed to be a separate contract between IF and the Client, subject to these Terms and Conditions.

2.3 In the event of any conflict between these Terms and Conditions and a Statement of Work, the Statement of Work shall prevail to the extent of the inconsistency in relation to that specific engagement only.

2.4 IF shall perform the Services with reasonable skill and care in accordance with the scope and timelines set out in the applicable Statement of Work.

3. FEES AND PAYMENT

3.1 The Fees for the Services shall be as set out in the Statement of Work. All Fees are exclusive of VAT, which shall be payable by the Client in addition at the prevailing rate.

3.2 IF shall invoice the Client in accordance with the invoicing schedule set out in the Statement of Work.

3.3 All invoices shall be paid within thirty (30) days of the invoice date.

3.4 If the Client fails to pay any invoice by the due date, IF reserves the right to suspend performance of the Services until payment is received in full and to charge interest on overdue amounts at the rate of 4% per annum above the Bank of England base rate.

3.5 The Client shall reimburse IF for all reasonable expenses properly incurred in connection with the Services, provided such expenses have been agreed in advance or are specified in the Statement of Work.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 IF shall retain all right, title, and interest in and to all IF Background IP. Nothing in this Agreement shall transfer or assign any IF Background IP to the Client.

4.2 Subject to payment in full of all Fees due, IF hereby assigns to the Client all right, title, and interest in and to all Project IP.

4.3 IF shall retain an unconditional, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify, and create derivative works from the Project IP and Deliverables for any purpose, including developing methodologies, creating case studies, providing services to other clients, and contributing to open-source projects.

4.4 The Client acknowledges that IF may incorporate IF Background IP into the Deliverables. IF hereby grants to the Client a non-exclusive, perpetual, royalty-free licence to use such IF Background IP solely to the extent incorporated in the Deliverables and solely for the Client's internal business purposes.

4.5 Each party shall retain ownership of its own pre-existing intellectual property rights. Nothing in this Agreement shall be construed as granting any rights by implication, estoppel, or otherwise to either party's intellectual property except as expressly set forth herein.

5. CONFIDENTIALITY

5.1 Each party shall keep confidential all Confidential Information of the other party and shall not use or disclose such Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement.

5.2 The obligations under this clause shall not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) was lawfully in the receiving party's possession prior to disclosure; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed without use of the Confidential Information.

5.3 Either party may disclose Confidential Information to the extent required by law, court order, or governmental authority, provided that the disclosing party provides reasonable notice to the other party where legally permitted.

5.4 The obligations under this clause shall survive termination of this Agreement and shall continue for a period of five (5) years from the date of disclosure of the relevant Confidential Information.

6. DATA PROTECTION

6.1 Both parties shall comply with all applicable data protection legislation, including the UK Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

6.2 Where IF processes personal data on behalf of the Client in providing the Services, IF shall do so only on the documented instructions of the Client and shall implement appropriate technical and organisational measures to protect such personal data.

6.3 The parties shall enter into a separate data processing agreement if required under applicable data protection legislation.

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7. SUBCONTRACTORS

7.1 IF may engage subcontractors or associates to assist in the performance of the Services at its discretion.

7.2 IF shall remain fully responsible to the Client for the performance of the Services by any subcontractors and shall ensure that all subcontractors comply with these Terms and Conditions as if they were IF.

8. WARRANTIES AND REPRESENTATIONS

8.1 IF warrants that it shall perform the Services with reasonable skill and care.

8.2 Except as expressly set out in this Agreement, IF makes no warranties or representations of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.3 IF does not warrant that the Deliverables will be error-free or that their use will be uninterrupted. The Client acknowledges that the Services may involve advice and recommendations based on information provided by the Client and that IF cannot guarantee specific outcomes or results.

8.4 The Client warrants that it has the authority to enter into this Agreement and that any information, materials, or data provided to IF for the performance of the Services does not infringe any third party rights.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability that cannot be limited or excluded by law.

9.2 Subject to clause 9.1, IF shall not be liable to the Client for any indirect, special, incidental, or consequential losses or damages, including loss of profits, loss of business, loss of revenue, loss of data, or loss of anticipated savings, whether arising in contract, tort (including negligence), or otherwise.

9.3 Subject to clauses 9.1 and 9.2, IF's total aggregate liability to the Client arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the lesser of: (a) the level of IF's professional indemnity insurance cover at the time the claim arises; or (b) the total Fees paid by the Client to IF under the relevant

Statement of Work in the twelve (12) months preceding the event giving rise to the claim.

9.4 The Client shall indemnify IF against all claims, losses, damages, costs, and expenses arising from: (a) the Client's breach of this Agreement; (b) the Client's use of the Deliverables in a manner not authorised by this Agreement; or (c) any claim that information, materials, or data provided by the Client infringes third party rights.

10. TERMINATION

10.1 Either party may terminate a Statement of Work (but not this Agreement as a whole) by giving thirty (30) days' written notice to the other party.

10.2 Either party may terminate a Statement of Work immediately by written notice if the other party: (a) commits a material breach of this Agreement and fails to remedy such breach within fourteen (14) days of receiving written notice specifying the breach; or (b) becomes insolvent, enters administration, has a receiver appointed, or ceases to carry on business.

10.3 Upon termination of a Statement of Work for any reason, the Client shall pay IF for all Services performed and expenses incurred up to the date of termination.

10.4 Termination of a Statement of Work shall not affect any rights or obligations that have accrued prior to termination or that are intended to survive termination, including intellectual property rights, confidentiality obligations, payment obligations, and limitation of liability provisions.

10.5 Upon termination, IF shall deliver to the Client all Deliverables completed up to the date of termination, in their then-current state, subject to payment in full of all amounts due.

11. DISPUTE RESOLUTION

11.1 If a dispute arises between the parties in connection with this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations.

11.2 If the dispute cannot be resolved through negotiations within thirty (30) days, either party may refer the dispute to mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The parties shall share equally the costs of the mediation.

11.3 If the dispute is not resolved through mediation within sixty (60) days of the commencement of the mediation, either party may commence court proceedings.

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12. GENERAL PROVISIONS

12.1 **Entire Agreement:** This Agreement (including any Statements of Work) constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, and understandings between the parties relating to the subject matter hereof.

12.2 **Amendments:** No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

12.3 **Waiver:** No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy. A waiver of any breach shall not constitute a waiver of any subsequent breach.

12.4 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

12.5 **Assignment:** The Client may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without IF's prior written consent. IF may assign this Agreement to any successor or affiliate.

12.6 **Notices:** All notices under this Agreement shall be in writing and sent to the addresses set out in the Statement of Work or such other address as notified by either party. Notices may be delivered by hand, by recorded delivery post, or by email (provided receipt is acknowledged).

12.7 **Force Majeure:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, industrial disputes, or governmental actions.

12.8 **Third Party Rights:** No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.9 **Relationship:** Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the parties. Each party is an independent contractor.

12.10 **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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Projects By IF Limited

Company Number: 09568290
Registered in England and Wales
VAT Number: GB230151368

Version: 1.0
Date: January 2026