



Standard Terms and Conditions for Consultancy Services

between

Nova Aerospace Ltd

("Nova")

and

The Party Specified in Item 3 of the Schedule

("Client")

BETWEEN

- (1) **Nova Aerospace Ltd** with its registered office situated at 1 Brabazon Office Park, Golf Course Lane, Filton, Bristol BS34 7PZ with company number 08298810 ("**Nova**"); and
- (2) The party described in the Schedule to this Agreement (together with its executors, administrators and permitted assigns) ("**Client**").

RECITALS

- (A) The Client has requested and Nova has agreed to provide the Consultancy Services as more particularly set out in Purchase Order.
- (B) The parties agree that the supply of the Consultancy Services shall be on the terms and conditions set out in this Agreement.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"**Agreement**" means the terms and conditions of this Agreement which includes the Schedule and any annexures;

"**Commencement Date**" means the date specified in Item 2 of the Schedule;

"**Confidential Information**" means information that:

- (a) is by its nature confidential;
 - (b) is designated by either Party as confidential; or
 - (c) the receiving Party knows or ought to know is confidential;
- and includes, but is not limited to:
- (d) information relating to the financial position of a Party including information relating to the assets or liabilities of the Party and any other matter that does or may affect the financial position or reputation of the Party;
 - (e) information relating to the internal management and structure, policies and strategies of a Party; and
 - (f) information relating to a Party's employees, subcontractors, agents, clients or suppliers;

"**Consultancy Services**" means the services and/or supply of any report to be provided by Nova as specified in item 6 of the Schedule.

"**Consultant**" means any person who takes part in the provision of the Consultancy Services whether as an officer, employee, agent or sub-contractor of Nova;

"**Fees**" means the amount specified in Item 8 of the Schedule;

"**HSWA Legislation**" means the *Health and Safety at Work etc Act 1974*, regulations made in accordance with that Act and equivalent occupational health and safety legislation.

"**Intellectual Property**" means all copyright (including Moral Rights) and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know-how),

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and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;

“New Intellectual Property” means Intellectual Property that is conceived, instigated, made, invented or otherwise comes into existence as a result of the Consultancy Services, but, to avoid doubt, excludes any modifications, improvements or enhancements to Nova Intellectual Property that is in existence prior to the Commencement Date or is created independently of this Agreement (including Nova’s Requirements Assurance and Validation Suite (RAVS) and Digital Engineering Platform);

“Parties” means the Client and Nova;

“Term” means the period that Nova is to provide the Consultancy Services to the Client as specified in item 7 of the Schedule.

2. SERVICES

- 2.1 Nova shall perform the Consultancy Services in accordance with the terms of this Agreement.
- 2.2 Nova shall provide the Consultancy Services in a professional manner, diligently and with reasonable care and skill.
- 2.3 The Client shall at all reasonable times give Nova safe access to any premises, worksites, equipment, and information (the **“Items”**) required for performance of the Consultancy Services.
- 2.4 If the Client does not provide the Items in accordance with clause 2.3 and 11.1 and Nova incurs delay or additional cost Nova shall be entitled to any required extension of time or compensation, as applicable.

3. TERM

- 3.1 The Consultancy Services shall commence on the Commencement Date and shall be provided for the duration of the Term.

4. PAYMENT

- 4.1 Nova shall invoice the Client for the Fees as specified in Item 8 of the Schedule.
- 4.2 Payment of the Fees shall be made by the Client within thirty (30) days of the date of invoice.
- 4.3 The Client shall reimburse Nova for any agreed out-of-pocket expenses as specified in Item 9 of the Schedule.
- 4.4 The amount payable for the Fees is exclusive of applicable taxes, duties or similar charges. Client shall pay all sales, value added, use, excise or other taxes or duties arising out of the Consultancy Services provided, however, that the Client shall not be responsible for taxes on the net income of Nova Systems.
- 4.5 If any law is introduced, amended or takes effect that has the result of increasing the rate of any taxes (including the goods and services tax), charges, fees, tariffs, customs duties, import or export charges or other imposts (**“Taxes”**) levied or assessed in connection with the Consultancy Services, or if any such Taxes result in Nova’s suppliers charging Nova additional fees for any goods, raw materials or services provided to Nova in undertaking the Consultancy Services (**“Additional Supplier Fees”**) Nova may immediately increase the fees chargeable to take into account the net effect of the Taxes and the Additional Supplier Fees (if applicable).
- 4.6 If the Client defaults in payment of the fees (including expenses), Nova reserves the right, without prejudice to any other remedy available to it, to suspend further performance under this Agreement until such payment is made. Nova Systems may charge interest on any overdue invoice at a rate of one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less. Nova may also recover all costs and expenses reasonably incurred in the recovery of any money owing to it by the Client, including but not limited to, all legal fees, process server’s charges and collection agent’s expenses.

- 4.7 Until such time as the Client pays Nova the full price for the Consultancy Services, the property in any report provided pursuant to the Consultancy Services shall not pass to the Client.

5. CONTRACTOR'S STATUS

- 5.1 Each party enters into this Agreement as an independent contractor. Nothing in this Agreement constitutes or is deemed to constitute a partnership, agency or employment relationship for any purpose. A Party has no power or authority to bind the other Party or to contract in the name of and create a liability against the other Party in any way or for any purpose.

6. LIABILITY OF NOVA

- 6.1 Except as provided in this clause Nova disclaims and excludes all conditions and warranties, expressed or implied (including any rights and remedies) imposed or conferred by statute, common law, equity, trade custom or usage.
- 6.2 Nova will not be liable to the Client for any economic, consequential, contingent, special or indirect damages or losses resulting from the loss of business, revenue or profit or reputation, loss of contract or anticipated contracts or similar with respect to claims arising in connection to this Agreement, including any act or omission by Nova in performing its obligations under this Agreement or for a breach of contract or for negligence or under any other theory of law.
- 6.3 Clauses 6.1 and 6.2 are subject to any contrary provisions of any applicable statute, the operation of which cannot be excluded.
- 6.4 Nova's liability for a breach of a condition, warranty or guarantee of supply imposed by law, or which Nova expressly provides or is held to have impliedly provided in making a supply is limited to (as Nova may at its sole discretion under the Agreement decide):
- 6.4.1 in the case of goods, a recompensation to the Client for the fees paid to Nova for the applicable goods to which the claim relates; and / or
- 6.4.2 in the case of services (i) the supplying of the services again, (ii) or the payment of the cost of having the services supplied again, or (iii) recompense the Client for the fees paid to Nova for the applicable Services to which the claim relates.
- 6.5 Nova's liability for all claims arising under or in connection with this Agreement that are not caught by clause 6.4 is limited to a maximum amount equal to the total amount paid to Nova for the applicable services to which the claim relates.
- 6.6 All international treaties, conventions and applicable laws which seek to impose terms on the supply of goods and/or services which are capable of exclusion are excluded.

7. INDEMNITY

- 7.1 The Client indemnifies Nova against any claim or liability (including legal fees on an indemnity basis) which Nova may incur arising out of any breach by the Client of this Agreement or from any negligence or wrongful act or omission by the Client.
- 7.2 The Client must pay Nova all costs (on an indemnity basis) incurred in the recovery of monies owing by the Client or in otherwise enforcing Nova's rights under this Agreement.

8. CONFIDENTIAL INFORMATION

- 8.1 A Party shall not disclose Confidential Information of the other Party to any third party without the prior written consent of the other Party.
- 8.2 A Party may disclose received Confidential Information to (1) employees of its Holding Company and wholly owned subsidiary as defined in the Companies Act 2006 s.1159. A Party shall only disclose Confidential Information to its officers, employees, agents or contractors for the purpose of the provision of the Consultancy Services under this Agreement on a need to know basis and subject to such officers, employees, agents or contractors executing appropriate confidentiality and non-disclosure undertakings.

- 8.3 The Client has no right to publish any report or part thereof provided by Nova pursuant to the Consultancy Services or use Nova's name without Nova's prior written consent and subject to such terms and conditions as Nova considers appropriate.
- 8.4 The confidentiality obligations under this clause 8 shall survive the expiration or termination of this Agreement for a period of two (2) years.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All pre-existing Intellectual Property rights to the Services performed under this Agreement shall remain with the originating party. No rights of usage to such Intellectual Property shall apply under this Agreement unless expressly set out in Schedule 2 to this Agreement. [The Client shall retain rights to all New Intellectual Property. The Client shall grant or cause to be granted to Nova an irrevocable license to use such New Intellectual Property and all other relevant Intellectual Property owned by the Client (and provided to Nova) to the extent required by Nova to perform the Consultancy Services and for Nova's internal business purposes / All Intellectual Property rights in or arising out of or in connection with the Services (other than Intellectual Property rights in any materials provided by the Client) shall be owned by Nova.].
- 9.2 [Nova shall at any time and at the cost of the Client / The Client shall at any time at their own expense], execute all documents and where relevant, shall procure its employees to execute all documents and do all acts and things reasonably required by the [Client / Nova], for the purpose of vesting the New Intellectual Property as prescribed in clause 9.1.
- 9.3 The Client indemnifies Nova against any claim or action against Nova by any person relating to any loss, injury or damage caused by or any infringement of copyright, registered and unregistered trademarks, registered designs, trade secrets, know-how, rights in relation to any circuit lay-out, data, invention, work or patent allegedly caused by Nova in connection with Nova using the Client's Intellectual Property in order to perform the Consultancy Services.
- 9.4 Nova may, in any reports, press releases, marketing materials, bids or quotations or other communications issued by it after the date of this Agreement, refer to the Consultancy Services and the Client, reproduce the Client's logo and disclose any information about the Consultancy Services which is not Client Confidential Information.

10. TERMINATION

- 10.1 Without limiting the generality of any other clause in this Agreement, Nova may terminate this Agreement immediately by notice in writing if:
- 10.1.1 any payment due from the Client remains unpaid for a period of thirty (30) days from its due date;
 - 10.1.2 the Client breaches any clause of this Agreement and such breach is not remedied within fourteen (14) days of written notice by Nova; or
 - 10.1.3 The Client has an administrator or a receiver or manager appointed or an order is made for the Client's winding up, or being a natural person the client commits an act of bankruptcy,
- 10.2 If notice is given to the Client pursuant to clause 10.1, Nova may, in addition to terminating this Agreement:
- 10.2.1 retain any monies paid;
 - 10.2.2 charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - 10.2.3 be discharged from any further obligations under this Agreement; and
 - 10.2.4 pursue any additional or alternative remedies provided by the law.
- 10.3 Termination does not affect any of Nova's rights or remedies existing before termination or arising from termination.

11. CLIENT'S OBLIGATIONS

- 11.1. The Client shall provide Nova with all necessary co-operation, information and support that may reasonably be required by Nova for the performance of the Consultancy Services including, without limitation, access to the Client's premises (and, while there, suitable office accommodation) at such times as Nova requests, all necessary security clearances and passes reasonably required by Nova for its employees and consultants (subject to complying at all times with the Client's reasonable security clearance and observance requirements), access to any relevant Client data and information and the timely access to and assistance of those of the Client's employees who have responsibility for the commissioning, review, assessment and acceptance of the Consultancy Services or the provision of any information or services required by Nova in the performance of its obligations under this Agreement. The Client shall perform such Client obligations as are specified in this Agreement (if any) promptly, efficiently and without undue delay and in accordance with the usual standards expected of the Client's industry. The Client shall ensure that Information and materials as Nova may reasonably require in order to supply the Services is complete and is accurate in all material respects.

12. ASSIGNMENT AND VARIATIONS

- 12.1 Nova may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 12.2 The Client shall not assign, purport to assign, transfer, subcontract, delegate or deal in any other manner with any of its rights under this Agreement without Nova's prior written consent.
- 12.3 This Agreement can only be amended by agreement in writing.

13. WAIVER

- 13.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Party granting the waiver.
- 13.2 A waiver by a Party pursuant to clause 13.1 shall not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.
- 13.3 Subject to clause 13.1, any failure by a Party to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by one Party to the other, will not be construed as a waiver of the first mentioned Party's rights under this Agreement.

14. ENTIRE AGREEMENT

- 14.1 This Agreement represents the Parties' entire agreement, and supersedes all prior representations, communications, contracts, statements and understandings, whether oral or in writing, relating to its subject matter.

15. SEVERABILITY

- 15.1 Each provision of this Agreement and each part thereof will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part and if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

16. DISPUTES

- 16.1 If a dispute arises between the parties under or in connection with this Agreement, the parties must use their best endeavours to resolve that dispute by negotiation or otherwise before commencing legal proceedings.
- 16.2 The parties will be deemed to have used their best efforts to resolve a dispute if:

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- 16.2.1 one party gives to the other party notice of a meeting to negotiate and resolve the dispute at a reasonable time and place, and the other party fails to attend the meeting; or
- 16.2.2 if the parties do meet but have failed to resolve the dispute within fourteen (14) days of that meeting.
- 16.3 Nothing in this clause will preclude either party from seeking an urgent interim interlocutory injunction in cases of genuine urgency.
- 16.4 Notwithstanding that a dispute exists, the parties must continue to perform their obligations in accordance with this Agreement.
- 16.5 If the parties have used best efforts to resolve a dispute relating to the Agreement in accordance with this clause and the dispute cannot be resolved, then either party may, by notice in writing to the other party, refer such dispute to arbitration where the dispute will be determined in accordance with this clause:
- 16.5.1 Before an arbitrator to be agreed between the parties within seven (7) days of the dispute being referred to arbitration; or
- 16.5.2 Failing agreement under clause 16.5.1, then before an arbitrator nominated in accordance with the Rules of Arbitration of the International Chamber of Commerce (the “**Rules**”).
- 16.6 The arbitrator will have power to grant all legal, equitable and statutory remedies.
- 16.7 Rules: Arbitration pursuant to this clause will be conducted in accordance with the Rules current at the time of the reference to arbitration and as otherwise set out in this clause.
- 16.8 Seat: The seat of the arbitration will be London.
- 16.9 Not court: nothing in this clause or the Rules is intended to or shall modify or vary the rights of appeal contained in any applicable Legislation.
- 16.10 Conduct of arbitration: the parties agree that:
- 16.10.1 They have entered into an arbitration agreement under this clause for the purposes of achieving a just, quick and cheap resolution of any dispute or difference; and
- 16.10.2 The practices of the courts of the governing laws of this Agreement will not regulate the conduct of the proceedings before the arbitrator.
- 16.11 Evidence in writing: evidence in chief will be in writing unless otherwise ordered by the arbitrator.
- 16.12 Discovery: discovery will be governed by the substantive and procedural rules and practices adopted by the governing laws of this Agreement at the time of arbitration.
- 16.13 Oral hearing: the oral hearing will be conducted as follows:
- 16.13.1 the oral hearing will take place in London, UK and all outstanding issues will be addressed at the oral hearing;
- 16.13.2 the date and duration of the oral hearing will be fixed by the arbitrator at the first preliminary conference;
- 16.13.3 oral evidence in chief at the hearing will be permitted only with the permission of the arbitrator for good cause;
- 16.13.4 the oral hearing will be conducted on a stop clock basis with the effect that the time available to the parties will be split equally between the parties so that each party will have the same time to conduct its case unless, in the opinion of the arbitrator, such a split would breach the rules of natural justice or is otherwise unfair to one of the parties;
- 16.13.5 not less than twenty (20) Business Days prior to the date fixed for oral hearing, each party will give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross examination; and

- 16.13.6 in exceptional circumstances, the arbitrator may amend the date of hearing and extend the time for oral hearing.
- 16.14 Experts: unless otherwise ordered, each party may only rely on one (1) expert witness in respect of any recognised area of specialisation.
- 16.15 Costs: any determination made by the arbitrator under this clause shall include a determination relating to the costs of the reference and the award, including the fees and expenses of the arbitrator.

17. APPLICABLE LAW

- 17.1 The laws of England and Wales shall apply to this Agreement and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. RECRUITMENT OF PERSONNEL

- 18.1 Subject to any quote, the Client agrees that it will not, without Nova's prior written consent, directly or indirectly solicit, employ or engage any of Nova's staff during the Term and for a period of twelve (12) months from the completion of Term if such staff have been involved in providing the supply to the Client.

19. FORCE MAJEURE

- 19.1 Nova will not be liable for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure is caused by a force majeure event or where the Client has failed to comply with clauses 2.3 and 11.1.
- 19.2 A **force majeure event** means any circumstance not within Nova's direct or reasonable control including (without limitation) labour disputes, obtaining labour, materials or goods, destruction or damage to Nova's premises or a relevant work site, malfunction, breakdown or damage to Nova's plant or equipment, breach of contract, default or insolvency of any third party, an act, omission or delay by government body (including in respect of the approval or issue of any certificate required in respect of the supply under applicable law), terrorism, disruption to the supply of power, gas, water, electronic or telecommunication services, civil disorder, pandemic, the weather or other natural events.
- 19.3 Nova may terminate this Agreement thirty (30) days after the occurrence of a force majeure event if the force majeure event continues for thirty (30) days or longer. Nova shall go to reasonable endeavours to mitigate the impact of such termination but will incur no further liability or warranty obligations.

20. HEALTH AND SAFETY

- 20.1 If it is necessary for the Client to provide Nova with access to any premises or worksites for the performance of the Consultancy Services, the following provisions apply:
- 20.1.1 subject to clause 20.2, the Client will use its best endeavours to provide a safe working environment for Nova and its Consultants;
- 20.1.2 both Parties:
- 20.1.2.1 will, where applicable, comply with all obligations under the HSWA Legislation; and
- 20.1.2.2 acknowledge that they have a duty under the applicable HSWA Legislation to ensure, so far as is reasonably practicable, the health and safety of:
- (a) the Client's officers, employees and agents;
- (b) Nova's Consultants,

in connection with the Consultancy Services; and

- 20.3 It will not be a breach of this Agreement for Nova to refuse to provide the Consultancy Services at any of the Client's premises or worksites for any period which Nova reasonably considers such premises or worksites to be unsafe.

21. THIRD PARTY RIGHTS

- 21.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

22. COMPLIANCE

- 22.1 Both parties shall adhere to all applicable laws, statutes and regulations including (but not limited to) data protection and anti-bribery and corruption legislation. The Client shall be responsible for satisfaction of export controls unless Nova expressly agrees otherwise in writing.

Executed as an agreement:

SIGNED by

as authorised representative for **Nova Aerospace Ltd**

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Nova.

SIGNED by

as authorised representative for **[CLIENT]**

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Client.

SCHEDULE

- 1. Date of Agreement**
- 2. Commencement Date (if different)**
- 3. Client Name**
- 4. Client Address**
- 5. Company Number**
- 6. Services**
- 7. Term**
- 8. Fees and Payment Details**
- 9. Expenses**