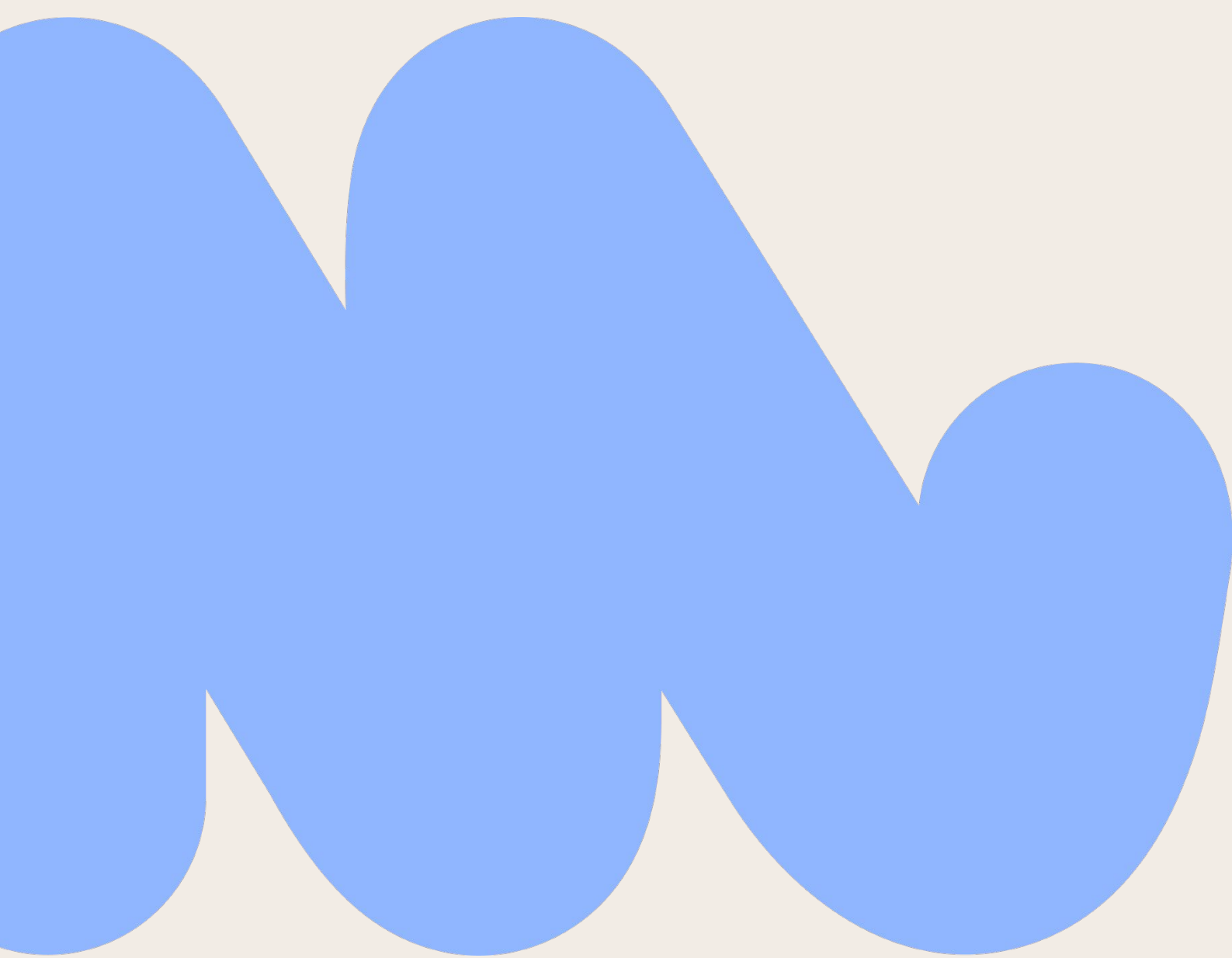


Terms & Conditions

Discovery support for
digital business
transformation

January 2026



1. Interpretation

A. The definitions and rules of interpretation in this paragraph apply in these Terms (unless the context requires otherwise)

- a. **Background Intellectual Property:** any Intellectual Property Rights which pre-date the provision of the Services
- b. **Capacity:** as agent, director, employee, owner, partner, shareholder or in any other capacity
- c. **Fees:** means as provided on the Cover Page
- d. **Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of either party or and for the time being confidential to the parties or including, without limitation, technical data and know-how relating to the business of the parties or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) Background Intellectual Property, Foreground Intellectual Property and information that Big Motive creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential
- e. **Contract:** the contract between Big Motive and the Customer for the supply of Services in accordance with these Terms
- f. **Cover Page:** the cover page appended to these Terms
- g. **Deliverables:** any deliverables set out on the Cover Page
- h. **Engagement:** the engagement of Big Motive by the Customer pursuant to these Terms
- i. **Force Majeure Event:** means an event beyond the reasonable control of Big Motive including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Big Motive any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors
- j. **Foreground Intellectual Property:** any Intellectual Property Rights created in the course of providing the Services
- k. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection

which may now or in the future subsist in any part of the world

l. **Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the Engagement other than as expressly set out in these Terms or any documents referred to in it

m. **Services:** the services, including any Deliverables, described on the Cover Page

n. **Terms:** these terms and conditions

B. The headings in these Terms are for convenience only and shall not affect their construction

C. Unless the context otherwise requires a reference to one gender shall include a reference to the other genders and words in the singular include the plural and vice versa

D. The Cover Page to these Terms forms part of (and is incorporated into) these Terms

E. In the event of consistency between the Cover Page and the remainder of these Terms, the Cover Page shall take precedence

2. Term of engagement

A. The Customer shall engage Big Motive and Big Motive shall make available to the Customer the Services upon these Terms

B. The Engagement shall commence (or deemed to have commenced if applicable) on the Commencement Date and shall continue unless and until terminated as provided by these Terms

3. Duties

A. During the Engagement Big Motive shall provide the Services with all due care, skill and ability

B. If Big Motive is unable to provide the Services due to any reason it shall advise the Customer of that fact as soon as reasonably practicable

C. Big Motive shall use its reasonable endeavours to ensure that its employee(s) appointed as responsible for providing the Services are available at all times on reasonable notice to provide such assistance or information as the Customer may require

D. Unless specifically authorised to do so by the Customer in writing Big Motive shall not have any authority to incur any expenditure in the name of or for the account of the Customer

E. Big Motive shall comply with all reasonable standards of safety and comply with the Customer's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Customer any unsafe working conditions or practices

4. Charges

A. In consideration of the Services the Customer shall pay the Charges

B. In addition to the Charges Big Motive shall be entitled to charge the Customer for any expenses reasonably incurred by an employee of Big Motive including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Big Motive for the performance of the Services, and for the cost of any materials

C. Unless stated otherwise on the Cover Page Big Motive shall issue a deposit invoice equal to 25% of the total amount agreed for the Services. The remaining balance shall be invoiced in amounts equal to the milestones completed or equivalent time value. Invoices will be issued at monthly intervals and / or on completion of the Services

D. The Customer shall pay each invoice submitted by Big Motive

- a. within 30 days of the date of the invoice;
- b. and in full and in cleared funds to a bank account nominated in writing by Big Motive; and
- c. time for payment shall be of the essence of the Contract

E. All amounts payable by the Customer under these Terms are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Big Motive to the Customer, the Customer shall, on receipt of a valid VAT invoice from Big Motive, pay to Big Motive such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services

F. Without limiting any other right or remedy of Big Motive, if the Customer fails to make any payment due to Big Motive under the Contract by the due date for payment (Due Date), Big Motive shall have the right to charge interest on the overdue amount at the rate of 3 per cent per annum above the then current base lending rate of Bank of Ireland accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly

G. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Big Motive in order to justify withholding payment of any such amount in whole or in part. Big Motive may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Big Motive to the Customer

H. Nothing in these Terms shall prevent Big Motive from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement

5. Confidential information

A. A party (Receiving Party) shall keep in strict confidence all Confidential Information disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors or any other Confidential Information which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This paragraph shall survive termination of the Contract

6. Intellectual property

A. The provisions of this paragraph shall apply unless stated to the contrary on the Cover Page

B. These Terms do not affect the ownership of any Background Intellectual Property and all Background Intellectual Property will remain the property of the party that contributes to it for the purpose of the Services (or its licensors as the case may be). No licence to use any Background Intellectual Property is granted or implied by these Terms except the rights expressly granted in these Terms

C. Each Party grants the other a royalty-free, non-exclusive licence to use its Background Intellectual Property for the purpose of carrying out the Services, but for no other purpose. Neither party may grant any sublicense to use the other's Background Intellectual Property except that Big Motive may grant a sub-contracted partner and any person working for or on behalf of Big Motive the right to use the Customer's Background Intellectual Property for the purpose of carrying out the Services

D. Until such time as the project has been paid for in full, Big Motive retains full ownership of all design, visual assets, code, digital files and intellectual property contained therein

E. Once a project has been delivered by Big Motive and is fully paid for by the Customer (and unless stated otherwise in the agreement summary) Big Motive will assign to the Customer all reproduction / usage rights of Big Motive in and to the design/visual assets/code/digital files. Such assignment to the Customer shall be subject to the retained rights of others in and to all work incorporated therein, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Big Motive, or purchased from a stock agency on behalf of the Customer

F. Big Motive reserves the right to photograph and film and/or distribute or publish for its promotional and marketing needs any work it creates, including mock-ups and comprehensive presentations, as samples for its website portfolio, electronic newsletter, slide presentations, video case studies and similar media. Big Motive agrees to store mechanical references and digital assets for a period of six (6) months beyond the delivery of a job. Thereupon, we reserve the right to discard them

G. While Big Motive gives full usage rights to the Customer (unless stated otherwise in the Agreement summary) for any design elements or code produced for the Customer's project, Big Motive retains rights to reuse portions of any produced code (generic elements) or design for use in other projects for the Customer or other clients of Big Motive. Big Motive holds right to include a design/code credit and link in the footer of the Customer's web materials, unless otherwise discussed with the Customer prior to project completion

H. The Customer grants Big Motive a royalty-free, non-exclusive licence to use the Foreground Intellectual Property for the purpose of carrying out the Services

7. Limitation of liability

A. Nothing in these Terms shall limit or exclude a party's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
- b. fraud or fraudulent misrepresentation; or
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)

B. Subject to the below Termination paragraph, point 1:

- a. Big Motive shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

b. Big Motive's total liability to the Customer in respect of all other losses arising under or in connection with the Contract shall not exceed the Charges

8. Termination

A. The Engagement shall automatically terminate upon performance of the Services in full

B. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of the Contract and fails to remedy that breach within 30 days of being notified in writing;
- b. insolvency-related events occur as set out in the original agreement;
- c. the other party suspends or ceases business;
- d. other equivalent events occur under applicable insolvency legislation

C. Without limiting its other rights or remedies, Big Motive may terminate the Contract with immediate effect if the Customer fails to pay any amount due

D. Big Motive may suspend provision of the Services where payment is overdue

9. Obligations upon termination

A. On termination of the Contract for any reason:

B. the Customer shall immediately pay all outstanding invoices and interest;

C. invoices for Services supplied but not yet invoiced shall be payable immediately;

D. unpaid Deliverables shall be returned and safeguarded;

E. accrued rights and remedies shall not be affected;

F. clauses intended to survive termination shall continue in force

10. Miscellaneous matters

A. Big Motive acts as an independent contractor

B. Nothing creates an employment or partnership relationship

C. Force Majeure applies

D. Notices must be in writing and may be served by post or email

E. Assignment by Big Motive is permitted; Customer assignment requires consent

F. Waivers must be in writing

G. Rights are cumulative

H. Severability applies

I. Entire agreement clause applies

J. Variations must be in writing

K. Third party rights are excluded

11. Governing law and jurisdiction

The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of **Northern Ireland**, and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland.

G-Cloud 15

Terms & Conditions

Discovery support for
digital business
transformation

Terms & Conditions
Lot 3, January 2026

bigmotive.com
gcloud@bigmotive.com

The Kelvin, 17-25 College Square East,
Belfast, N. Ireland, BT1 6DH
+44 (0)28 9531 3837