

Impart Limited – Standard Terms and Conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Additional Services: any further services provided by the Supplier at the Customer's request, beyond the Initial Project defined in the Engagement Letter (and which, if provided, will be deemed to be Services for the purposes of these Conditions).

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning given in clause 2.1.

Conditions: these terms and conditions.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the company, firm or entity (whether incorporated or unincorporated) who purchases Services from the Supplier.

Engagement Letter: means the engagement letter issued by the Supplier in respect of the Initial Project (to which these Conditions may be attached).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, rights in goodwill and the right to sue for passing off, rights in designs, database rights, rights to confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Initial Project: the initial provision of Services to be provided by the Supplier to the Customer as described in the Engagement Letter.

Services: means the services provided by the Supplier to the Customer (including any Additional Services).

Supplier: Impart Limited, registered in England and Wales with company number 08343098 at Platform, New Station Street, Leeds, England, LS1 4JB.

- 1.2 **Interpretation:** Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF CONTRACT

- 2.1 The Supplier shall issue an Engagement Letter to the Customer which shall operate as an invitation for the Customer to issue an order (which may be a formal purchase order or an informal email). Any Engagement Letter is only valid for a period of 30 Business Days from its date of issue. The Customer's issue of an order shall constitute an offer to the Supplier to contract with the Customer upon these Conditions. The Customer's offer shall be deemed accepted by the Supplier, thereby creating the Contract upon the terms set out in the Engagement Letter and these Conditions, on the earlier of (i) the date that the Supplier issues to the Customer an acknowledgement of the Customer's order (which may be issued by email) or, (ii) if no acknowledgement of order is issued, upon commencement of the provision of the Services by the Supplier (**Commencement Date**). The Contract will continue until completion of the Services and payment by the Customer of the Charges in full, or upon earlier termination in accordance with these Conditions.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (whether attached to an order or otherwise), or which are implied by law, trade custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Contract in all material respects. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill. Unfortunately, the Supplier cannot guarantee that the Services shall result in any amount, or any particular amount, of business being won by or for the Customer.
- 3.2 Additional Services may be agreed verbally or in writing and when agreed are provided subject to these Conditions.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- 4.1.1 ensure that the terms of the Engagement Letter are complete and accurate in reflecting its instructions for the Initial Project to the Supplier;

- 4.1.2 provide the Supplier with such information, content and materials as the Supplier may reasonably require in order to supply the Services (**Input Materials**), and ensure that such Input Materials are (i) provided to the quality reasonably requested by the Supplier (ii) provided at the agreed time, and (iii) complete and accurate in all material respects. The Customer acknowledges that, notwithstanding the provisions of clause 4.2 below, the quality of any submission or tender produced by the Supplier on the Customer's behalf will be adversely affected by any failure of the Customer to comply with the provisions of this clause 4.1.2;
- 4.1.3 comply with all applicable laws, and not require the Supplier to do anything that may breach any applicable law;
- 4.1.4 co-operate with the Supplier in all matters relating to the Services.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 0.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be calculated on a time and materials basis:
 - 5.1.1 the Charges shall be calculated in accordance with the Supplier's daily or hourly fee rates, as set out in the Engagement Letter;
 - 5.1.2 the Supplier's daily fee rates for each individual are calculated on the basis of a seven and a half hour day from 9.00 am to 5.30 pm (with one hour for lunch) worked on Business Days. The Supplier shall be entitled to charge on a pro-rata basis for any part-days worked;
 - 5.1.3 the Supplier's timesheets of work performed for the Customer shall be definitive except in the case of manifest error;
 - 5.1.4 any cost estimates issued by the Supplier are non-binding; and

- 5.1.5 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services.
- 5.2 The Supplier reserves the right to increase the Charges not more than once per calendar year. Increases in the Charges will generally be applied as from April in each calendar year.
- 5.3 The Supplier shall invoice the Customer fortnightly in arrears. The Customer shall pay each invoice submitted by the Supplier within 30 days (unless stated otherwise in the Engagement Letter) of the date of the invoice, and in full, cleared funds to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
- 5.4 Charges are quoted exclusive of VAT, which shall be added to each invoice at the applicable rate, and paid by the Customer. Charges are also exclusive of expenses, which will be charged to, and paid for by, the Customer in accordance with clause 5.1.5 above.
- 5.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay costs and interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement, at the applicable rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1999.
- 5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in these Conditions shall operate to transfer any pre-existing Intellectual Property Rights of one party, to the other party.
- 6.2 If any new Intellectual Property Rights are created by the Supplier in the performance of the Services, they shall vest upon creation (and remain vested) in the Supplier. To the extent that any such new Intellectual Property Rights are created by the Supplier exclusively in the performance of the Services for the Customer and are based on and incorporate any Input Materials, the said new Intellectual Property Rights shall vest upon creation in the Supplier but shall transfer to the Customer automatically upon payment in full by the Customer of the Charges for the project in respect of which such rights have been created. Subject always to clause 11.3, nothing herein shall prevent the Supplier from using similar themes or ideas in its services for other clients.
- 6.3 The Customer grants the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Input Materials for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

- 7.1 The Supplier is a controller of the personal data disclosed to it by or on behalf of the Customer for the purposes of performing the Contract. The Supplier shall comply with all of the obligations imposed on a controller under applicable Data Protection legislation (including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679)), in respect of such personal data. Without limitation to the foregoing, the Supplier processes personal data in accordance with its privacy policy which is available upon request.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in the Contract limits any liability which cannot legally be limited.
- 8.2 Subject to clauses 8.1 and 8.4, the Supplier's total liability to the Customer arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, within any Contract Year shall not exceed the Cap.
- 8.3 In clause 8.2:
- 8.3.1 **Cap.** The Cap is the lesser of £100,000 or 200% of the Total Charges in the Contract Year in which the liability occurred;
- 8.3.2 **Contract Year.** A Contract Year means a 12-month period commencing on the Commencement Date or any anniversary of it; and
- 8.3.3 **Total Charges.** The Total Charges means all sums paid by the Customer and all sums payable under the Contract in respect of Services actually supplied by the Supplier (including for the avoidance of doubt the price of any Additional Services provided).
- 8.4 The following types of loss are wholly excluded:
- 8.4.1 loss of profits
- 8.4.2 loss of sales or business.
- 8.4.3 loss of agreements or contracts.
- 8.4.4 loss of anticipated savings.
- 8.4.5 loss of use or corruption of software, data or information.
- 8.4.6 loss of or damage to goodwill or reputation; and
- 8.4.7 indirect or consequential loss.

- 8.5 For the avoidance of doubt, sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Services not provided in accordance with the Contract, are losses that are not excluded in any way.
- 8.6 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 9.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 9.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 0 and clause 9.1.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest (if applicable) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

- 11.2 **Assignment and other dealings.** Neither party shall assign, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed).

11.3 Confidentiality.

- 11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 0.

- 11.3.2 Each party may disclose the other party's confidential information:

- 11.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 0; and

- 11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

- 11.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. However, nothing in this clause shall limit or exclude any liability for fraud.

- 11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 0 shall not affect the validity and enforceability of the rest of the Contract.
- 11.8 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing (including email) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email (to the Supplier at richard.tobias@impart.co.uk, and to the Customer at the email address of the senior contact provided to the Supplier prior to the time of the notice), and shall be deemed received (i) if delivered by hand, on signature of a delivery receipt, (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, or (iii) if sent by email, at 9.00 am on the Business Day after it was sent, provided it was sent on a Business Day (or at 9.00 am on the second Business Day after it was sent if not sent on a Business Day) and provided in each case that the sender has not received a notice of send failure from its email system.
- 11.9 **Third party rights.** Unless the Engagement Letter expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.10 **Governing law & Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.