

CAMBRIDGE MANAGEMENT CONSULTING

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS SHALL GOVERN CONTRACTS ENTERED BY CAMBRIDGE MANAGEMENT CONSULTING LTD AND ITS AFFILIATE COMPANIES WITH THEIR RESPECTIVE CLIENTS (each a “Party” and together the “Parties”)

1. DEFINITIONS

“Affiliate” Any entity or individual under the control of the applicable Party. For purposes of the Agreement, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such person, entity or company whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means these General Terms and Conditions and their Schedules and associated Service Order Forms including all annexes and exhibits duly executed by the Parties.

“Applicable Taxes” shall have the meaning ascribed to it in Section 8 below.

“Business Day” shall mean any week day other than a national holiday of the jurisdiction in which the applicable Services are delivered.

“Default” shall have the meaning ascribed to it in Section 14.

“Exhibit” shall mean an attachment, that is appended to a Schedule and made part of the Agreement.

“Premises” mean a physical address where Service is provided.

“Product or Service” means any product (“Product”) and/or service (“Service”) provided by Cambridge MC including its partners and sub-contractors or any of its Affiliates as described or specified in a Service Order Form or Schedule of Work.

“Schedule of Work” or “Schedule” or “SOW” refers to any mutually executed Schedule of Work, order or other document, or statement detailing, among other things, the Products or Services ordered by the client or any of its Affiliates, any service-specific terms and the client’s (and its Affiliate, if applicable) financial obligation with respect to such Products or Services. In the event of a conflict of terms between these Terms and Conditions and a Schedule the terms of the applicable Schedule shall prevail.

“Schedule Effective Date” is the date on which the last of the Parties (or their respective Affiliates) has executed the Schedule or Schedule of Work, as applicable.

“Supplement” refers to any written agreement schedule that amends or supplements this Agreement or any of the agreements or exhibits referenced herein.

“Term” means the applicable contracted term/period of time between the commencement and expiry of the contract as it may be extended hereunder as it relates to this Agreement,. In each case the Term of these Terms and Conditions shall survive the date of final delivery of Services by a period of twelve months.

The Agreement is formed of:

1.1 These Terms and Conditions and any Schedule thereto that has been executed by the Parties including all applicable Orders. Orders set out Service-specific information including volumes and charges. Unless otherwise mutually agreed by the parties in writing the terms of a Schedule executed by the Parties shall take precedence over these Terms and Conditions

1.2 Any applicable third-party annex Schedule. The Services may include components provided to Cambridge MC by other companies and these companies require certain terms and conditions to be included in the Agreement and are annexed as applicable to the Service Order to which they apply.

2. SERVICES

2.1 Cambridge MC shall provide the services (the “Services”) to the Client as described in the applicable Schedule or Statement of Work and executed in accordance with these Terms and Conditions and as set forth herein.

2.2 The Agreement governs Cambridge MC’s provision and Client’s use of the Services.

2.3 Disclaimer: Cambridge MC's consulting services provided are intended to offer guidance and insights tailored to the Client's needs. However, they are not offered as and do not include or constitute professional legal, financial, or investment advice. For specific matters relating to law, finance, or investments, Clients should consult a qualified professional in those fields.

3. CLIENT RESPONSIBILITIES

3.1 The Client shall cooperate with Cambridge MC, and is responsible for providing all necessary information and applicable material to provision Services in a timely manner and for ensuring that all information provided is accurate and updated when necessary or when there is a material change in the Premises, Service requirements, or any other condition that may affect delivery of Service by Cambridge MC.

3.2 Unless specifically agreed in writing in a Service Order or Supplement by the Parties, the use of Services or equipment does not convey any license for the Client to use third-party software of any sort, whether for use in the Clients wider business or for use in operating the Services.

3.3 The Client is responsible for provision of any approvals, licenses or consents that are necessary for them to supply prior to commencement of provision of the Services and during their provision.

3.4 **Reservation of Rights.** The Client does not acquire any right, title, or interest in or to any Product, Service, hardware, software, API's (application programme interfaces), or confidential information supplied by Cambridge MC pursuant to this Agreement or any of the agreements contemplated herein unless specifically provided to the contrary.

4. DEPENDENCIES

4.1 If Cambridge MC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, including any and all assumptions and dependencies set forth under the applicable Statement of Work, Cambridge MC shall not be deemed in breach of its obligations under this Agreement or the SOW or otherwise liable for any costs, charges or losses sustained or incurred by the Client, in each case, to the extent arising from such prevention or delay.

5. CHANGE ORDERS

5.1 Change Process. If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Cambridge MC shall, within a reasonable time after such request, provide a written estimate to the Client of:

5.1.1 the likely time required to implement the change;

5.1.2 any necessary variations to the fees and other charges for the Services arising from the change;

5.1.3 the likely effect of the change on the Services; and

5.1.4 any other impact the change might have on the performance of this Agreement.

5.2 **Change Order:** Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

5.3 **Costs:** Cambridge MC may charge for the time it spends assessing and documenting a change request from the Client on a time and materials basis.

6. FEES AND EXPENSES

6.1 **Fees:** In consideration of the provision of the Services by Cambridge MC and the rights granted to the Client under this Agreement, The Client shall pay the fees set forth in the applicable Schedule.

6.2 **Expenses:** The Client agrees to reimburse Cambridge MC for all reasonable prior-approved travel and out-of-pocket expenses incurred by Cambridge MC in connection with the performance of the Services.

7. PAYMENTS AND INVOICING

7.1 **Payment due period:** Cambridge MC shall issue invoices to the Client and the Client shall pay all invoiced amounts due to Cambridge MC within the timeframes set forth under the Statement of Work, and if no payment schedule is stated then within thirty (30) days after the Client's receipt of such invoice. All payments hereunder shall be in GB£ unless otherwise agreed in a Schedule and made by wire transfer.

7.2 **Cancellation:** The Client may cancel Service Order Forms or Schedules of Work under the cancellation terms of any applicable service-specific Terms of Schedule/s hereto. In case such service-specific terms are not made, any

cancellation shall require 30 days written notice with payment in full for all Services provided up to the date of cancellation.

7.3 Late Payments: All invoices must be paid in accordance with their terms without offset/setoff or deduction, and late payments shall accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted or as otherwise applicable, whichever is less, or (ii) one and one-half percent (1.5%) per month. Any payments made shall be applied first to any outstanding interest, and then to the unpaid amounts owed under this Agreement. Cambridge MC shall be entitled recover its reasonable costs, including legal fees arising from any recovery action it deems necessary to collect unpaid amounts hereunder.

7.4 Suspension and Cancellation of Services for Non-Payment: Cambridge MC shall have the right to suspend or cancel Services for non-payment upon the terms of the applicable Service Schedule hereto. If there are no such service-specific terms Cambridge MC shall have the right to suspend or cancel Services when payment is more than 30 days past due and upon ten (10) business days written notice to cure.

7.5 Currency: All payments to be made hereunder shall be paid in GB£, unless otherwise specified in an applicable Schedule.

7.6 Refunds, Chargebacks and Credits: All fees of any description related to Products or Services provided by Cambridge MC are non-refundable. Each invoice shall be deemed final and accepted if not objected to in writing by the Client within 60 days following invoice date. Clients seeking to resolve billing errors or other billing issues shall open an accounting ticket by e-mailing accounts@cambridgemc.com

7.7 Invoicing: Cambridge Management Consulting may invoice and complete works/orders/requirements as agreed by the parties in the applicable SoW in separate instalments. Each separate instalment shall be invoiced and paid for in

accordance with the provisions of the contract. Each instalment shall be a separate contract under the Agreement and no cancellation, revision or termination of any one contracted instalment shall entitle the client to repudiate or cancel any other contract or instalment.

7.7 Audits: Each Party will fully cooperate with the other Party to provide documentation and support necessary to comply with any Tax audit by a taxing authority.

8. TAXES

8.1 The Client shall be responsible for all VAT, sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any lawful jurisdiction or local governmental entity on any amounts payable by the Client hereunder.

9. EQUIPMENT

9.1 Where one Party provides the other with any equipment or other goods in the course of operation of the Services, the recipient shall operate that equipment or use such goods in strict accordance with such instructions (particularly in regard to health and safety) as the supplying party or the manufacturer may make available.

10. INTELLECTUAL PROPERTY

10.1 Client Materials. As between the parties, the Client shall retain all right, title and interest (including any and all intellectual property rights) in and to the Client data and information provided by the Client to Cambridge MC pursuant to this Agreement ("Client Materials"). The Client shall grant Cambridge MC the right to use any such data and information as needed and solely for purposes of performing the Services during the term of this Agreement.

10.2 Cambridge MC Materials. This is an agreement for the provision of Services and not an agreement for sale or development of a product. Cambridge MC retains all right, title and interest in and to the intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, together with all of the goodwill associated therewith, derivative works and all other rights, in each case, used or referenced by Cambridge MC to perform the Services or provide the deliverables, including any and all methodologies, tools, systems, technology, diagrams, templates, reports and documentation thereto (collectively, "Cambridge MC Materials"). To the extent any Cambridge MC Materials are contained within or part of a deliverable, Cambridge MC shall grant the Client a world-wide, free of additional charge, non-exclusive and perpetual license to use Cambridge MC Materials to the extent necessary to enable the Client to make reasonable use of the deliverables and the Services.

10.3 Trade Secrets. The Client acknowledges that access to the Services may expose the Client to proprietary methodologies, formulae, presentations, user interfaces, and other trade secret materials of Cambridge MC. During the term of this Agreement and for a period of one (1) year following the termination thereof, the Client shall not (directly or indirectly) create or develop any information, concepts, systems, or techniques that are similar to or compete with the information, concepts, systems, or techniques contemplated by or embodied in Cambridge MC's Confidential Information. The foregoing shall not operate to prevent the Client from utilizing third party products or services so long as the third party had no access to Cambridge MC's Confidential Information.

11. REMEDY OF DEFECTS TO SERVICES

11.1 Provided Cambridge MC is able to verify that a defect in the Services actually occurred with no fault to the Client, Cambridge MC shall, in its sole discretion, either:

11.1.1 Repair or re-perform such Services (or the defective part); or

11.1.2 Credit or refund for such Services at the pro rata contract rate.

12. QUALITY OF SERVICE

12.1 Cambridge MC shall act in accordance with best professional practice in the information and communications technology consulting field and will use all reasonable endeavours to meet the project requirements as specified in Schedules hereto from time to time. However, as Cambridge MC has no control over the implementation of its recommendations or advice, Cambridge MC cannot accept any liability for losses, whether consequential or otherwise, which may arise from such implementation.

12.2 Cambridge MC does not give any warranties (i) as to the condition, fitness for purpose or performance of any equipment or other goods supplied to the Client or its nominees in the course of the Services, nor (ii) as to the time of completion of any product development assignment, nor (iii) that the Client can freely implement Cambridge MC's recommendations or advice without infringing any third parties' patent or intellectual property rights, nor that any forecast or projection given with respect to the results of a development assignment can be achieved.

13. QUALITY OF SERVICE

13.1 Each Party agrees to take out and maintain at its own cost and for the entire duration of the Agreement a civil liability insurance policy covering bodily, material and immaterial damage caused to the other Party or a third-party; the amounts must sufficiently cover all risks linked to providing the services indicated in the Agreement including accidents in the workplace.

13.2 Each Party must insure its equipment against all risk of damage.

13.3 The insurance policies required hereunder must be taken out with and maintained with reputable insurance companies with a carrier that has an AM. Best rating of at least VII or better for the entire duration of the Agreement. Each Party may request proof of insurance from the other Party and failure to provide such proof shall be a Default hereunder.

14. DEFAULT

14.1 Rights Upon Default. Upon the occurrence of a Default, the non-defaulting Party shall have the right (i) to terminate the affected Supplement(s) and/or Service Order Form(s), or, in the event the Default is based upon non-payment of monies owed or other breach of the Agreement, by providing written notice to the defaulting Party, and following the expiration of any cure periods (if any), may pursue any or all remedies under this Agreement, the Supplement (s) and the Service Order Form(s), or as provided at law or equity.

14.2 Definition. For purposes of this Agreement, a "Default" shall mean any of the following:

14.2.1 The Client fails to fully pay any amount owed under this Agreement, or any Supplement or Service Order Form, upon written notice from Cambridge MC within five (5) days after the date on which such payment became past due; or

14.2.2 Except as provided in clause (14.2.1) above, the breach of any material term or condition of this Agreement (including any Supplement or Service Order Form), and such breach remains uncured thirty (30) days after delivery by the non-breaching Party to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period shall be extended provided the breaching Party proceeds immediately and diligently to cure the breach, and in all events cures such breach within 90 days following the date of the initial delivery of notice of breach.

15. REPRESENTATIONS AND WARRANTIES

15.1 Cambridge MC warrants that any Products or Services to be provided to the Client, to the best of its knowledge, will comply in all material respects with all applicable laws and regulations. Except as otherwise expressly provided in this agreement, Cambridge MC does not make or provide, and hereby disclaims, any and all other warranties, express or implied, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose. In the event of breach of a representation or warranty per this section 15.1, client's sole recourse shall be to terminate the Services(s) and Products(s) subject to such breach, and not to terminate the remaining Products or Services, if any.

15.2 Each Party represents and warrants to the other that: (i) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its formation/organisation; (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement, and all Supplements and Service Order Forms; (iii) it will comply with all applicable national and local laws, statutes, rules and regulations in connection with its provision or use of the Products or

Services; and (iv) this Agreement and all Supplements and Service Order Forms, when executed, are the legal, valid and binding obligation of such Party.

16. LIMITATION OF LIABILITY; INDEMNIFICATION

16.1 The maximum aggregate liability of Cambridge MC, its equity holders, partners, directors, employees, managers, affiliates, agents and representatives to the client under this agreement, (including all schedules and supplements) or otherwise, shall be the amount paid to Cambridge MC by the client or services during the 180 day period immediately preceding the client's initial claim of breach or other liability of Cambridge MC, as reduced by all liabilities incurred by Cambridge MC for provision of Services in connection with this agreement with respect to such period.

16.2 The maximum aggregate liability for the client, its equity holders, directors, employees, managers, affiliates, agents and representatives to Cambridge MC under this agreement is limited to an amount equal to the total charges payable by the client under the applicable service order or service orders plus the sum of: (a) all liabilities incurred by Cambridge MC for specified property and Services procured for the benefit of the client; plus (b) all accrued unpaid charges to date owed to Cambridge MC; plus (c) all costs and fees of collection associated with collecting unpaid obligations; plus (d) all interest owed to Cambridge MC for the foregoing sums from the date the obligations are incurred until it is paid.

16.3 Notwithstanding any provision of this agreement to the contrary, neither Party will be liable to the other Party for any special, incidental, indirect, punitive or consequential damages (whether arising out of transmission interruptions or problems, any interruption or degradation of service, other technical problems, or otherwise), whether foreseeable or not, even if a Party has been (or has not been) advised by the other Party of the possibility of the damage and even if a Party asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement.

16.4 The limitations set forth in this section will apply to, without limitation, claims of breach of contract, breach of warranty, negligence, and/or strict liability. In no event will either Party be liable to the other Party for any loss of data or consequences from any security breach.

16.5 Cambridge MC agrees to indemnify, defend and hold the Client, its Affiliates, officers, directors, employees, agents and contractors, harmless from and against all loss, damage, liability, cost and expense (including reasonable legal fees and expenses) incurred by reason of any claims or actions by third parties against the Client or its Affiliates for bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which directly arise out of or relate to Cambridge MC's gross negligence or wilful misconduct. Sections 12.1 and 12.3 will not apply to Cambridge MC's obligations under this Section 16.5.

16.6 Subject to the terms of Section 11.2 above, the Client agrees to indemnify, defend and hold Cambridge MC, its Affiliates officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable legal fees and expenses) incurred by reason of any claims or actions by third parties against Cambridge MC or its Affiliates for: (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to the Client's or its Affiliates gross negligence or wilful misconduct, (ii) infringement or misappropriation by the Client of any intellectual property rights (under this Agreement or otherwise), (iii) The Client's or its End User's use of the Products or Services (including, without limitation, any Cambridge MC hosted products, sites or services), including without limitation, claims of defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, spamming, or any other tortious or illegal conduct, and (iv) any Default by the Client of any terms or conditions in this Agreement, or in any Supplement or Service Order Form. Sections 16.2 and 16.3 will not apply to the Client's obligations under this Section 16.6

17. SaaS-SPECIFIC TERMS AND CONDITIONS

These Software as a Service (SaaS) Terms and Conditions shall apply to the delivery of SAAS Services by Cambridge MC:

1. **Scope of Service.** Cambridge MC agrees to provide the Client with access to the Software as a Service (SaaS) specified in the Agreement. The SaaS will be made available via a secure online platform, subject to the terms set forth herein.
2. **Grant of License.** Cambridge MC grants the Client a non-exclusive, non-transferable, and revocable right to access and use the SaaS for the duration of the Agreement, solely for the Client's internal business purposes, and in accordance with the usage limitations specified in the Agreement.
3. **Service Availability.** Cambridge MC will use reasonable commercial efforts to ensure the SaaS is available with a minimum uptime of 99.5%, excluding periods of scheduled maintenance or unforeseen circumstances beyond Cambridge MC's control. Maintenance windows will be communicated to the Client in advance whenever possible.

4. Client Responsibilities

The Client is responsible for maintaining the confidentiality of its login credentials and ensuring that only authorised personnel access the SaaS.

- The Client shall not use the SaaS in a manner that violates any applicable laws or infringes on the intellectual property rights of third parties.
- The Client shall provide accurate information and reasonable and necessary support to Cambridge MC to facilitate the proper functioning of the SaaS. Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Cambridge MC or authorised within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

- Although Cambridge MC has no obligation to monitor Client's use of the Services, Cambridge MC may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the terms hereof.
- Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

5. **Data Protection:** Cambridge MC will process and store any Client data provided through the SaaS in compliance with applicable data protection laws. The Client retains ownership of all data entered into the SaaS. Cambridge MC shall use such data solely for the purpose of providing the services under this Agreement.

6. **Fees and Payment:** Fees for the SaaS will be outlined in the Agreement. Unless otherwise stated, all fees are exclusive of taxes, which the Client agrees to bear. Payments must be made in accordance with the agreed-upon payment Schedule.

7. **Service Modifications:** Cambridge MC reserves the right to update or modify the SaaS to improve functionality or comply with legal requirements. Cambridge MC will use reasonable efforts to notify the Client of any material changes in advance.

8. Termination

- Access to the SaaS may be terminated at the expiry of the SAAS Service term or otherwise in accordance with the termination provisions in the Agreement.

- Upon termination, the Client's access to the SaaS will cease, and Cambridge MC will provide the Client with a period of 30 days from termination to retrieve any data stored within the SaaS platform.

9. Warranties and Disclaimers

- Cambridge MC warrants that the SaaS will substantially conform to its documentation under normal use and conditions.
- Cambridge MC disclaims any SAAS warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, except as explicitly stated in a mutually executed instrument.

10. PROPRIETARY RIGHTS

Proprietary Information of Cambridge MC includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Client includes data provided by Client to Cambridge MC to enable the provision of the Services ("Client Data"). Client shall own all right, title and interest in and to the Client Data.

Cambridge MC shall own and retain all right, title, and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Cambridge MC shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and shall be free (during and after the term of service) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Cambridge MC offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

No rights or licenses are granted except as expressly set forth herein.

11. Indemnification: The Client agrees to indemnify and hold harmless Cambridge MC against claims, liabilities, and expenses arising from the Client's misuse of the SaaS or violation of these terms.

12. WARRANTY AND DISCLAIMER

Cambridge MC shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services and shall perform Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Cambridge MC or by third-party providers, or because of other causes beyond Cambridge MC's reasonable control. Cambridge MC shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Cambridge MC does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. Except as expressly set forth in this section, the services and implementation services are provided "as is" and Cambridge MC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

13. Conflict of Terms: Any conflicts between this section and the other terms of the General Terms and Conditions shall be resolved in favour of these SaaS-specific terms with respect to the SaaS services.

18. SUBCONTRACTING

“Subcontracting” means Cambridge MC’s use of third parties to assist in the provision of services to a Client. Subcontracting may include the engagement of a third party to handle all or a portion of the services contracted by the Client. Unless otherwise agreed by the Parties in writing, Cambridge MC may subcontract Services at will, in its sole and absolute discretion.

19. HIRING CAMBRIDGE MC PEOPLE

a. The Client may not recruit any Cambridge MC staff, partners, managing partners for a period of twelve (12) months from the last date of any engagement with Cambridge MC or solicit Cambridge MC consultants or associates in respect of similar work matters under confidentiality terms for which the Client has engaged within such period .

b. If the Client wishes to hire any of the Cambridge MC employee team then, only with the explicit agreement of Cambridge MC, a recruitment fee of twenty five thousand pounds sterling (£25,000.00) or twenty five percent (25%) of the new basic salary of the applicable person, whichever is the greater, plus any appropriate local or sales taxes, will be payable to Cambridge MC.

20. PERSONNEL SCREENING AND BACKGROUND CHECKS

a. Cambridge MC shall, at its expense, maintain a program to provide reasonable assurance that its Personnel performing the Services are trustworthy and reliable.

21. CONFIDENTIALITY

a. Each Party agrees that the terms of this Agreement, and any Schedules and Service Order Forms, and all information furnished to it by the other Party, including diagrams, pricing, financial terms, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party").

b. Each Party will treat the Proprietary Information and the contents of this Agreement (and any Supplements and Service Order Forms) in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees, representatives, service providers and actual or prospective financing sources on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party.

c. Information will not be deemed Proprietary Information if it:

i. becomes publicly available other than through the actions of the Receiving Party;

ii. is independently developed by the Receiving Party; or

iii. becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimise such disclosure, and disclosure after such notice shall not be a breach hereof.

22. ASSIGNMENT

a. Neither Party may assign or transfer this Agreement (or any rights contained herein) without the other Party's prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to an Affiliate being a person, firm, corporation, partnership, association, trust or other entity:

i. that controls, is controlled by or is under common control with the assigning Party, or

ii. which purchases all or substantially all of its assets or ownership interests (stock, membership interests, etc.); provided, that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment, and in the case of the Client, it shall remain liable for any unpaid obligations by its assignee.

Any assignment or transfer without the required consent is void and is considered a Default and material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and

their respective successors and permitted assigns.

23. DATA SECURITY

a. The Parties shall comply with all laws in relation to the use and handling of data including the General Data Processing Regulations of the EU and US Federal regulations and agree to enter such agreements as Schedules hereunder as may be appropriate for the operation of the Services contemplated from time to time.

24. FORCE MAJEURE

a. Neither Party will be considered in breach of the Agreement nor liable thereunder for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labour dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God or sabotage.

25. NOTICES

a. All notices, including, but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given:

- i. when delivered in person,
- ii. one (1) business day after deposit with an overnight delivery service for same day or next Business Day delivery, or
- iii. three (3) business days after deposit in the mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at their principal office.
- iv. In addition, a Party may send the other Party notices, including invoices and other than notices for Default or termination, to the other Party's e-mail address as contained on the sending Party's client contact list. Such e-mail notification is deemed delivered on the day sent unless returned to sender (including, without limitation, if returned and marked or identified as "unsent" or "unable to send"). A Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

Notice Addresses:

To Cambridge MC: 5 High Green, Cambridge CB22 5EG, United Kingdom –
legal@cambridgemc.com

To the Client: The address on the applicable SoW or Schedule referencing these Terms and Conditions.

26. MISCELLANEOUS

a. Governing Law; Venue. Unless expressly agreed otherwise by the Parties in an executed Schedule hereunder, this Agreement shall be interpreted and construed in accordance with the laws of England, without giving effect to its principles of conflict of laws. Save as provided to the fullest extent permitted by law each of the Parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of England for any litigation arising out of or relating to

this Agreement and the transactions contemplated hereby and agrees not to commence any litigation relating thereto except in such courts.

b. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability contained herein, will survive the expiration or earlier termination of this Agreement, and continue in full force and effect.

c. No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. Accordingly, no entity or a person which or who is not a party to this Agreement shall have any right to enforce any terms contained herein.

d. Relationship of the Parties. Cambridge MC shall at all times be deemed to be an independent contractor under this Agreement. Accordingly, the relationship between the Parties hereunder shall at no time be deemed (or otherwise create) a partnership, agent-principal, employee-employer, joint venturer, or other type of relationship between the Parties. Should any Affiliate of the Client execute any Service Order Form or Supplement with respect to the purchase of Products or Services by it, then such Service Order Form or Supplement shall be governed by the terms of this Agreement and the Client shall be liable to Cambridge MC for any of the obligations of the Affiliate with respect to the Service Order Form or Supplement.

e. Remedies Not Exclusive. Except as otherwise expressly provided, the rights and remedies set forth in this Agreement (and any Supplements and Service Order Forms) are in addition to, and cumulative of, all other rights and remedies at law or in equity.

f. Headings; Severability. The headings in this Agreement are strictly for convenience only, and shall not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or

unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.

g. No Implied Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power, or privilege hereunder will operate as a waiver, except as expressly provided herein.

h. Anti-Bribery and Anti-Corruption. Each Party shall comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices. Subject to all applicable laws, each Party has not and shall not offer, promise, make, or agree to make any payments or gifts directly or indirectly to anyone for the purpose of improperly influencing, or inducing anyone to influence decisions in favour of, the other Party or any of its subsidiaries or Affiliates.

i. Execution and Counterparts, Electronic Signature. Any requirement for a signature in any document relating to the Agreement may be satisfied by a facsimile transmission of an original signature, or by delivery of electronic mail in Adobe Portable Document Format ("PDF") or similar scanned format, or by an electronic symbol or process (i.e., "e-signature") attached to or logically associated with these Terms and Conditions, including any component hereof, and executed or adopted by the person having the intent to sign the document. Any person completing, submitting, or executing any such document on behalf of the Client by way of the internet, or other electronic or online means represents that he/she possesses the authority to act on the Client's behalf; and any such documents so delivered to and accepted by Cambridge MC shall be binding on the Client. Documents hereunder may be executed simultaneously in one or more counterparts (including by facsimile, email in PDF format, email electronic signature or email confirmation of agreement to be bound by this Agreement), each of which will be considered an original, but all of which together will constitute one and the same instrument.

j. Legal Fees. Each of the Parties shall pay its own respective legal fees incurred in the preparation of contracts hereunder (and any Supplements and Service Order Forms). If any legal action or proceeding (excluding mediation) arising out of or relating to this Agreement is brought by a party to enforce its rights under this

Agreement (or any applicable Service Order Form or Supplement) the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable legal fees, costs, and expenses incurred in the action or proceeding by it.

k. Legal Compliance. Each party by execution of a Schedule or SoW hereunder represents and warrants that (i) it is not located in a country that is subject to any government embargo, or that has been designated as a "terrorist supporting" country; and (ii) it is not listed on any UK or US Government list of prohibited or restricted parties, and (iii) it is not listed as a prohibited or restricted party in any of the territories in which Services under this Agreement are to be delivered.

ENDS.