TERMS & CONDITIONS

COMMERCIAL IN CONFIDENCE

These Terms and Conditions apply to your purchase of any services from CoPerceptuo Limited.

The specification of services provided by CoPerceptuo shall be detailed in a relevant statement of work (the "Services"). In the event of a discrepancy between these Terms and Conditions and any statement of work, the relevant statement of work shall prevail.

These terms and conditions were last updated in January 2026. No material changes have been made to these terms since the previous version.

1. Provision of Services

1.1

CoPerceptuo will provide the Services, so far as is reasonably practicable within an agreed timescale, and with all proper skill and care.

1.2

CoPerceptuo is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, provided that:

1.2.1 it reserves the right in its sole discretion to make changes from time to time;

1.2.2 no additional charge will be made for any handover period; and

1.2.3 CoPerceptuo remains responsible:

1.2.3.1 for defining the scope of (and, if any supervision and direction is required, for providing such supervision and direction of) any Services to be performed by a substitute; and

1.2.3.2 in any event for all Services performed on its behalf.

1.3

Where CoPerceptuo's charges are on a time and materials basis, or where any individual who will provide Services is named in a Statement of Work (or the Client has a reasonable expectation that the Services will primarily be provided by a specific individual), it is our responsibility to ensure:

1.3.1 that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged; and

1.3.2 that any replacement personnel have the necessary skills to perform the Services without the need for additional training by the Client.

1.4

It is the Client's responsibility:

1.4.1 to provide CoPerceptuo with such access, information and staff cooperation that may reasonably be required for the proper performance of any Services;

1.4.2 to ensure that all relevant Health and Safety policies, risks, information and relevant statutory compliance measures are disclosed to CoPerceptuo;

1.4.3 to nominate a representative who will be the main point of contact for this work to work with CoPerceptuo; and

1.4.4 to ensure that CoPerceptuo has appropriate access to systems, data and stakeholders needed to populate and maintain the CoPerceptuo platform.

1.5

CoPerceptuo shall not be held responsible for any delay or failure to provide the Services where the Client has not complied with its responsibilities under clause 1.4.

1.6

Through providing the Services, CoPerceptuo may gather confidential information of the Client from time to time, including but not limited to data on costs, performance, organisational architecture and other metrics. CoPerceptuo will always maintain the strictest confidentiality of this raw data in accordance with clause 5 of these Terms and Conditions. However, CoPerceptuo shall be permitted to use such raw data for statistical analysis and to determine trends (the "Output Data"), and is permitted to use the Output Data to provide services and information to other clients. The Output Data will never identify the Client or involve the disclosure of any commercially sensitive data of the Client.

1.7

CoPerceptuo may use the CoPerceptuo platform (hosted on AWS) to provide all or part of the Services. Where CoPerceptuo does this, the Client will be required to agree to and comply with the terms and conditions of the platform, and such terms and conditions are hereby incorporated into these terms and conditions.

1.8

CoPerceptuo shall provide support services during UK business hours (09:00–17:00, Monday–Friday, excluding UK bank holidays). Out-of-hours support may be available by separate agreement.

2. Invoicing & Payments

2.1

Except where the Statement of Work specifies that Fees are payable upon achievement of deliverables or project milestones, CoPerceptuo shall be entitled to receive payment of the Fees as detailed in the Statement of Work for all hours/days during which Services are provided.

2.2

All invoices shall be due and payable within 30 days of the date of the invoice.

2.3

The Client will make payments to CoPerceptuo using BACS or electronic transfer at their discretion. CoPerceptuo will provide the relevant banking details.

2.4

CoPerceptuo is registered for Value Added Tax. All Fees invoiced to the Client will be shown exclusive of VAT. The VAT that is to be payable will be shown separately on the invoice at the rate in effect on the date of the invoice.

2.5

In respect of any hours worked outside of the standard working day (eight (8) hours) and which the Client has agreed, a pro-rata Fee will be charged equivalent to one-eighth (1/8) of the day-rate for that person per hour or part thereof. Note that no hours outside of the standard working day will be completed without the prior written authorisation of the Client.

2.6

The Client will reimburse expenses reasonably incurred by CoPerceptuo while performing the Services if such claim is supported by all valid receipts and documentation, together with written authorisation from the Client authorising CoPerceptuo to incur those expenses.

2.7

CoPerceptuo shall be entitled to charge interest at the rate of 2% per annum above the base lending rate for the time being of Barclays Bank plc on any sums due but not paid, from the date payment became due until the actual date of payment. The parties agree that this

represents a substantial remedy in the context of the Late Payment of Commercial Debts (Interest) Act 1998.

2.8

If any invoices become overdue:

2.8.1 CoPerceptuo may suspend provision of Services, and any agreed timescale will be automatically extended; and

2.8.2 CoPerceptuo may also terminate these Terms and Conditions and any current Statement of Work for material breach whilst any payment is more than 7 days overdue.

3. Insurance

3.1

CoPerceptuo carries Professional Indemnity Insurance up to a limit of £2 million on each claim, and Public Liability to a limit of £5 million on each claim. The Client shall have Public Liability cover to a similar or higher level.

4. Other Business Activities

4.1

Nothing in these Terms and Conditions shall prevent CoPerceptuo or the associated personnel from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation or from providing services to any other party while providing the Services if such activity does not cause a breach of, create a conflict of interest with, or prevent CoPerceptuo from complying with, the obligations under these Terms and Conditions.

5. Confidentiality

5.1

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party:

5.1.1 will keep any confidential information disclosed by the other secret; and

5.1.2 on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information.

5.2

Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of these Terms and Conditions or any Statement of Work.

5.3

This obligation does not apply to:

5.3.1 information known to the receiver before disclosure by the other party, and free of any obligation of confidentiality;

5.3.2 information independently developed by the receiver, without reference or access to the discloser's confidential information;

5.3.3 information subsequently acquired by the receiver, free of any obligation of confidentiality; or

5.3.4 information which becomes public knowledge without fault on the part of the receiver.

5.3.5

You may be requested to disclose confidential information in response to a request for information pursuant to the Freedom of Information Act 2000 ("the FOI Act"). All such Confidential Information provided regarding prices, methodologies, toolkits and proprietary models (but not including public domain methodologies) is treated by you to be commercially confidential and to be exempt under the FOI Act.

5.3.6

Provision of such information by you if requested by a third party is exempt because it would prejudice commercial interests. You are entitled to disclose the existence of the proposal to which these Terms and Conditions apply, and of any subsequent agreement between us to deliver the Services as described in the proposal, and it is recognised that if you are subject to a disclosure request under the FOI Act you cannot avoid your legal obligation to supply information, including any that may be confidential as defined in these Terms and Conditions. Any such disclosure under the FOI Act will not constitute a breach of these Terms and Conditions.

5.4

This clause 5 shall not apply to the Output Data, as defined in clause 1.6, which shall not be treated as confidential information.

5.5

The parties acknowledge that the Client may be subject to the requirements of the Freedom of Information Act 2000 ("FOIA"). The parties hereby agree that the Services and the Deliverables (including but not limited to any research that CoPerceptuo may discuss with the Client) are excluded from disclosure under the FOIA on the basis of trade secrets and commercial interests (as detailed in FOIA). In the event that the Client receives a request under FOIA, the Client confirms and agrees that it will inform CoPerceptuo in advance, and the parties shall together agree the content of any disclosure made.

6. Copyright and Intellectual Property Rights

6.1

'Deliverable' means a work produced by CoPerceptuo during the Services for delivery to the Client. Where pre-existing works of CoPerceptuo are, with the knowledge and consent of the Client, incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved.

6.2

Notwithstanding clause 6.1, all rights in any Deliverable pass to the Client upon payment of all fees due to CoPerceptuo which relate to that Deliverable, and CoPerceptuo will execute a formal assignment thereof on request by the Client.

6.3

CoPerceptuo will indemnify the Client against infringement of third party rights by a Deliverable, if the Client notifies CoPerceptuo of any relevant third-party rights promptly on such rights becoming known to or suspected by the Client.

6.4

Nothing shall prevent CoPerceptuo from using techniques, ideas, and other knowhow gained during the performance of Services under these Terms and Conditions in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any intellectual property rights of the Client.

6.5

CoPerceptuo shall have exclusive ownership rights in the Output Data.

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7. Liability

7.1

Neither party seeks to exclude or limit liability:

7.1.1 for breach of confidentiality;

7.1.2 for intellectual property infringement;

7.1.3 resulting from failure to comply with its own obligations in relation to tax and/or NIC;

7.1.4 for breach of data protection legislation;

7.1.5 in relation to bribery and corruption;

7.1.6 for death, personal injury, fraud, or repudiatory breach; or

7.1.7 otherwise where it is not lawful to do so.

7.2

Subject thereto:

7.2.1 each party expressly excludes liability for economic, consequential or indirect loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.

7.2.2 neither party shall be liable for any loss or damage more than the higher of (a) £100,000, and (b) 125% of the total sums payable under any Statement of Work, except where it may not lawfully exclude or limit liability.

7.2.3 any liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is expressly excluded.

8. Termination

8.1

Either party may terminate these Terms and Conditions at any time when there is no current Statement of Work, by immediate written notice. When a current Statement of Work is in place, each party must specify 4 weeks' notice unless otherwise mutually agreed.

8.2

Either party may terminate these Terms and Conditions and any current Statement of Work at any time if the other is in material breach or if the other becomes insolvent, by immediate written notice.

8.3

Any provision of these Terms and Conditions which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

9. Force Majeure

9.1

If either party is obstructed in performing any of its obligations under any Statement of Work by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues.

9.2

Whilst performance is suspended and has been so for more than 7 days, either party may terminate that Statement of Work by immediate written notice.

10. Staff Obligations and Third-Party Rights

10.1

It is not the intention of either to create or allow to arise any employee/employer relationship between the Client and any individual providing Services on behalf of CoPerceptuo.

10.2

Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither party seconds its employees or any of them to the other. No person providing Services is expected or required to integrate into the Client's business organisation or employed workforce.

10.3

Each party will indemnify the other against any claims brought by or in relation to its own employees and (in the case of CoPerceptuo) any other persons providing Services on its behalf (and including in relation to remuneration payable to such employees and other persons), whether such claims relate to employment, tax, national insurance, or otherwise.

10.4

Neither party will employ, engage, or otherwise solicit any person who during the previous 6 months was an officer, employee or sub-contractor of the other and with whom such party had material contact in connection with Services performed under any Statement of Work, until 6 months after that Statement of Work has terminated.

10.5

Neither party will solicit or deal with any person who during the previous 6 months was a client of the other and with whom such party had material contact in connection with Services performed under any Statement of Work, until 6 months after that Statement of Work has terminated.

11. Data Protection

11.1

For the purposes of this clause, the terms "Data Controller", "Data Processor", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 2018 ("DPA").

11.2

The parties mutually acknowledge their respective responsibilities (a) to comply with the provisions of the DPA in relation to Personal Data, and (b) to use Personal Data provided by the other so far as necessary for the proper performance of these Terms and Conditions and any Statement of Work, but not further or otherwise and to deliver in lines with GDPR.

11.3

Where a party Processes Personal Data about these Terms and Conditions or any Statement of Work, that party shall:

11.3.1 where the other party is the Data Controller in relation to such Personal Data, act only on instructions from the other party;

11.3.2 comply with the provisions of the seventh principle set out in Schedule 1 Part 1 Paragraph 7 of the DPA (which requires that appropriate, technical and organisational measures shall be taken against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data); and

11.3.3 comply always with the DPA and shall not perform its obligations under this agreement in such a way as to cause the other party to breach any of its applicable obligations under the DPA.

12. Bribery and Corruption

12.1

The parties shall each comply with all applicable legal requirements relating to bribery and corruption.

12.2

CoPerceptuo shall comply with any Client policies relating to bribery and corruption that may be disclosed to CoPerceptuo, as though such policies applied to and had been adopted by CoPerceptuo.

13. Agency Workers Regulations 2010 ('AWR')

13.1

CoPerceptuo is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services, and/or his/her family members. If any supervision and direction of any individual providing Services on behalf of CoPerceptuo is required, CoPerceptuo is responsible for providing such supervision and direction.

13.2

No individual providing Services on its behalf will work under the supervision and direction of the Client. The understanding and intention of all parties is that no individual providing Services on behalf of CoPerceptuo will be an 'agency worker', within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms and Conditions.

14. Notices

Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

15. Law

These Terms and Conditions, and any non-contractual disputes or claims between the parties, are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.