

Terms & Conditions

These standard Terms & Conditions (“**T&Cs**”) govern the provision of professional services provided by VE3 Global Limited and its affiliates (“**VE3**,” “**we**,” “**us**,” or “**our**”) to the client identified in an applicable order form, proposal, or statement of work (“**Order**”). By requesting, purchasing, or using any Services, you agree to be bound by these T&Cs.

For purposes of these T&Cs, “**you**” or “**Client**” means either: (a) the organisation or legal entity on whose behalf the services are requested or consumed; or (b) if no such organisation applies, the individual engaging the service.

These T&Cs and the applicable Order (which sets out the specific Services, deliverables, fees, and commercial Terms) together form the “**Agreement**.” In the event of any conflict between these T&Cs and any Order, the Order shall prevail regarding the Services described within it.

1. Services

1.1. Description of Services

- i. VE3 provides a range of professional and technical services, including but not limited to digital transformation consulting, AI and automation development, software engineering, cloud and DevOps support, cybersecurity services, managed services, staff augmentation, data protection advisory, implementation activities, and related deliverables (collectively, the “**Services**”).
- ii. The specific Services to be delivered, along with any deliverables, milestones, specifications, assumptions, and commercial terms, shall be as expressly set out in the applicable Order.
- iii. Unless expressly included in the Order, VE3 does not provide additional advisory, custom development, configuration, data migration, integration, or implementation activities.

1.2. Changes to Scope

- i. Any modifications, additions, or reductions to the scope of the Services, deliverables, or timelines (“**Change Requests**”) must be agreed in writing. VE3 may charge additional fees for Change Requests on a time-and-materials or other agreed basis.

1.3. Performance Standard

- i. VE3 shall perform the Services with reasonable skill and care, in a professional manner, and in accordance with applicable industry standards for similar services.
- ii. VE3 does not guarantee that the Services will be error-free or that any specific outcome will be achieved unless expressly stated in the Order.

1.4. Mode of Delivery

- i. Services may be delivered remotely, onsite, through managed service arrangements, or by deploying VE3 personnel, subcontractors, or technical resources, as agreed in the Order.

- ii. VE3 may also utilise proprietary tools, methodologies, frameworks, software components, or platforms in the course of performing the Services; however, such use does not grant the Client any rights except as expressly stated in this Agreement or the Order.

2. Client Responsibilities

- 2.1. The Client shall provide VE3 with timely and sufficient cooperation, information, approvals, access, and resources as reasonably required for VE3 to perform the Services. This includes access to Client personnel, systems, environments, datasets, facilities, and documentation.
- 2.2. The Client is solely responsible for ensuring that all information, instructions, data, materials, and content provided to VE3 are complete, accurate, lawful, and up to date. VE3 is not liable for delays, errors, or defects resulting from inaccurate or incomplete Client information.
- 2.3. The Client shall provide timely feedback, decisions, and sign-offs as reasonably required for the Services. VE3 may rely on such decisions and approvals as final and correct.
- 2.4. Where the Services require access to or use of the Client's systems, infrastructure, cloud tenancy, or third-party tools:
 - i. the Client shall ensure such environments are properly licensed, operational, and accessible;
 - ii. the Client remains responsible for its own configurations, permissions, and security controls;
 - iii. VE3 is not responsible for failures, downtime, or performance issues in Client or third-party systems.
- 2.5. The Client is responsible for:
 - i. obtaining all internal approvals required to engage the Services;
 - ii. ensuring that its use of the Services complies with applicable law;
 - iii. ensuring that VE3's Processing of Personal Data on the Client's behalf has a valid legal basis under applicable data protection laws.
- 2.6. The Client shall:
 - i. maintain industry-standard security measures within its own environments;
 - ii. restrict access to authorised personnel only;
 - iii. notify VE3 promptly of any suspected security vulnerabilities or incidents that may affect the Services.
- 2.7. If the Services rely on third-party products, APIs, datasets, or integrations controlled by the Client:
 - i. the Client is responsible for ensuring availability and proper functioning of such third-party services;
 - ii. VE3 is not liable for failures or changes in third-party systems;
 - iii. the Client shall procure any required licences, permissions, or consents.

2.8. The Client shall not interfere with, hinder, or delay VE3's performance of the Services. If any such interference occurs, VE3 may adjust timelines, fees, or resources accordingly.

2.9. The Client shall ensure that its personnel, contractors, and representatives:

- i. act in a professional manner;
- ii. comply with VE3's reasonable instructions and policies when on VE3 premises or systems;
- iii. do not engage in conduct that is abusive, discriminatory, unsafe, or unprofessional.

2.10. The Client is responsible for the actions and omissions of all individuals accessing the Services on its behalf, including employees, contractors, and third-party agents.

3. Fees and Payment

3.1. The Client shall pay the fees for the Services as set out in the applicable Order ("Fees"). Fees may be based on fixed-price deliverables, time and materials, milestones, retainers, or other commercial models, as specified in the Order.

3.2. Unless otherwise specified in the Order:

- i. VE3 shall invoice the Client monthly in arrears for time-and-materials Services;
- ii. VE3 shall invoice milestone or fixed-fee engagements upon achievement of the relevant milestone or as otherwise stated;
- iii. VE3 shall invoice retainer or managed services monthly or annually in advance; and
- iv. the Client shall pay all invoices within thirty (30) days of the invoice date.

3.3. All Fees are exclusive of VAT and other applicable taxes, which shall be payable by the Client in addition.

3.4. If the Client fails to make any payment when due, VE3 may charge interest on the overdue amount at a rate of 4% above the Bank of England base rate from time to time, accruing daily until payment is made. VE3 may also suspend the performance of the Services, delivery of Deliverables, or access to any VE3-provided tools until all outstanding amounts are paid

3.5. Except as expressly provided in these T&Cs, all Fees are non-refundable.

4. Intellectual Property

4.1. All tools, software, platforms, models, algorithms, templates, methodologies, architectures, frameworks, rule libraries, code components, scripts, processes, user interfaces, documentation, training materials, know-how, trademarks, logos, service marks, and all other technology or materials provided or used by VE3 in connection with performing the Services ("**VE3 Materials**") are and shall remain the exclusive property of VE3 and/or its licensors. VE3 Materials are protected by copyright, trade secret, and other intellectual property laws and international treaties. Except for the rights expressly

granted under this Agreement, no rights or licences are granted to the Client, whether by implication, estoppel, or otherwise.

- 4.2. Unless otherwise specified in the applicable Order, VE3 retains ownership of all intellectual property rights in Deliverables, work products, and outputs created in the course of providing the Services, including any improvements, modifications, or derivative works to VE3 Materials. Upon full and final payment of all Fees relating to a Deliverable, VE3 grants the Client a perpetual, worldwide, non-exclusive, non-transferable licence to use that Deliverable for the Client's internal business purposes only. The Client may not resell, sublicense, distribute, or use Deliverables to provide services to third parties unless explicitly authorised in the Order.
- 4.3. Subject to clause 4.1, as between the parties, the Client retains all right, title, and interest in and to any data, content, materials, datasets, documentation, proprietary information, or other items provided by or on behalf of the Client for use in connection with the Services ("**Client Materials**"). The Client grants VE3 a non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, store, host, process, and access the Client Materials solely to deliver, maintain, secure, support, or improve the Services.
- 4.4. VE3 may enhance, improve, optimise, or develop new features, tools, processes, or methodologies based on insights gained during the performance of the Services, provided such enhancements do not reveal Client Confidential Information. Any suggestions, recommendations, feedback, or proposals provided by the Client ("**Feedback**") may be freely used by VE3 without restriction, and VE3 shall own all rights in any resulting enhancements or developments.
- 4.5. If the Services include or require the use of third-party software, APIs, data, or components ("**Third-Party Materials**"), the Client's use of such Third-Party Materials is subject to the applicable third-party licence terms. VE3 is not responsible for the performance, licensing, or availability of Third-Party Materials.
- 4.6. The Client shall not use VE3's trademarks, service marks, trade names, logos, or other brand features without VE3's prior written consent and nothing in the Agreement grants the Client any right, title, or interest in or to any of the foregoing.

5. Data Protection

- 5.1. Our Privacy Policy explains how VE3 collects, uses, and protects Personal Data outside the scope of the Services. Personal Data processed as part of the Services shall be handled in accordance with applicable data protection laws, including the UK GDPR, EU GDPR (where applicable), and the Data Protection Act 2018.
- 5.2. Where VE3 processes Personal Data on behalf of the Client in delivering the Services, the Client is the Controller and VE3 is the Processor. Where VE3 determines the purposes or means of processing Personal Data for its own business functions (e.g., account management, billing, security monitoring), VE3 acts as Controller.
- 5.3. Where we process personal data on your behalf in connection with the Services, you are the Controller and VE3 is the Processor and the [Data Processing Agreement](#) applies and

is incorporated in the Agreement. The terms “Personal Data”, “Processor” and “Controller” have the meanings given in the Data Processing Agreement.

6. Confidentiality

- 6.1. Each party agrees to keep confidential all non-public information disclosed by the other party (“**Confidential Information**”) and to use such information solely for the purpose of providing or receiving the Services. Confidential Information includes, without limitation, Client Materials, datasets, and any Deliverables or outputs produced in connection with the Services. Confidentiality obligations do not apply to information that becomes public through no fault of the receiving party, was already known to the receiving party, is received lawfully from a third party, or is independently developed without reference to the Confidential Information. Either party may disclose Confidential Information where required by law, provided it gives the other party prior notice to the extent legally permitted.

7. Term, termination and suspension

- 7.1. This Agreement shall commence on the date VE3 accepts or signs the applicable Order (“**Start Date**”) and shall continue until all Services under that Order have been completed, unless earlier terminated in accordance with this Agreement. If the Order specifies a fixed duration, retainer period, or renewal cycle, such T&Cs shall apply to that Order.
- 7.2. Where an Order provides for recurring, retainer-based, or ongoing Services, the Order shall automatically renew for successive renewal periods specified in the Order (each a “**Renewal Term**”), unless either party gives written notice of non-renewal at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term. Together, the Initial Term and all Renewal Terms constitute the “**Term**” for that Order.
- 7.3. Either party may terminate the Agreement immediately on written notice if the other party:
- i. commits a material breach of these T&Cs which is not capable of remedy or, if capable of remedy, is not remedied within thirty (30) days of notice; or
 - ii. is unable to pay its debts as they fall due, or becomes insolvent, or has a receiver, administrator, or similar officer appointed over any of its assets, or enters into any composition with creditors, or any analogous event occurs in any jurisdiction.
- 7.4. Without limiting any other rights, VE3 may suspend performance of the Services or terminate the affected Order immediately upon notice if:
- i. the Client fails to pay any Fees when due and such failure continues for fourteen (14) days after written notice;
 - ii. the Client uses the Services in breach of this Agreement, including any misuse of VE3 Materials or Deliverables;

- iii. VE3 reasonably determines that continued performance of the Services may create a security, legal, regulatory, or operational risk.

7.5. Upon termination or expiry:

- i. the Client shall immediately pay all Fees and expenses accrued or payable up to the effective date of termination;
- ii. VE3's obligation to perform the Services and the Client's right to use Deliverables or VE3 Materials under any licence granted for the Term shall cease, except for Deliverables already accepted and fully paid for;
- iii. VE3 shall, upon written request made within thirty (30) days after termination, return or provide an export of the Client Materials in VE3's possession. VE3 may charge reasonable extraction or transfer fees for this service;
- iv. after the thirty (30)-day retrieval window, VE3 may delete any remaining Client Materials unless retention is required for legal, regulatory, or audit purposes, in accordance with VE3's data retention policy.

7.6. Termination or expiry of the Agreement shall not affect any rights or obligations accrued up to the date of termination.

7.7. Any provision that expressly or by implication is intended to survive termination or expiry shall continue in full force and effect. This includes provisions relating to Fees, confidentiality, intellectual property, data protection, indemnities, limitations of liability, and dispute resolution.

8. Limitation of liability

- 8.1. Nothing in these T&Cs shall exclude or limit either party's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited under applicable law.
- 8.2. Subject to clause 8.1, neither VE3 nor any of its affiliates or licensors shall be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, incidental, special, consequential, or exemplary damages, including (without limitation) loss of profits, revenue, business, goodwill, data, or anticipated savings, even if advised of the possibility of such damages.
- 8.3. Subject to clause 8.1, VE3's total aggregate liability to the Client under or in connection with these T&Cs during each successive period of twelve (12) months commencing on the Start Date (as defined in clause 7.1) ("**Year**") shall not exceed the total fees paid by the Client to VE3 for the Services in the applicable Year.

9. Indemnification

- 9.1. The Client shall indemnify and keep indemnified VE3, its affiliates, and personnel against all costs, losses, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with (i) any third-party claim relating to Client's use of the Services, Deliverables, or Client Materials; (ii) any breach by the Client of this Agreement or any applicable law; (iii) any allegation that the Client Materials, data, instructions, or use of

third-party systems provided by the Client infringe the rights of any third party or violate applicable laws; (iv) any misuse of VE3 Materials or Deliverables by the Client or its users.

- 9.2. VE3 shall indemnify and hold harmless the Client from and against any third-party claim that the Deliverables, as provided by VE3 and used by the Client in accordance with this Agreement, infringe any UK or EU intellectual property right, provided that the Client: (i) promptly notifies VE3 of the claim; (ii) permits VE3 to control the defence and settlement; and (c) provides reasonable assistance at VE3's expense.
- 9.3. VE3's IP indemnity shall not apply to claims arising from: (i) use of Deliverables in combination with Client or third-party systems not approved by VE3; (ii) Client Materials, data, or instructions; (iii) modifications made by anyone other than VE3; (iv) use of Deliverables in breach of this Agreement.

10. Governing Law, Dispute Resolution and Jurisdiction

- 10.1. The Agreement and any dispute, controversy, or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2. The parties irrevocably agree 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 these T&Cs or their subject matter.

11. General Terms

- 11.1. Entire Agreement: This Agreement, together with any applicable Order, constitutes the entire agreement between VE3 and the Client relating to the Services and supersedes all prior or contemporaneous agreements, proposals, understandings, or representations, whether oral or written. No other terms (including those on purchase orders or procurement portals) shall apply unless expressly agreed in writing by VE3.
- 11.2. Assignment: The Client may not assign, transfer, charge, or novate any of its rights or obligations under this Agreement without VE3's prior written consent. Any attempted assignment in breach of this clause shall be void. VE3 may assign or transfer its rights and obligations under this Agreement to any affiliate, successor, or purchaser in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets related to the Services.
- 11.3. Severability: If any provision of these T&Cs is held by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it valid and enforceable, and the remaining provisions shall remain in full force and effect.
- 11.4. Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under these T&Cs (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, labour disputes, power or internet outages, or governmental actions. The affected party shall use reasonable efforts to mitigate the impact. If such event continues for more

than sixty (60) days, either party may terminate the Agreement immediately by written notice.

11.5. Notices: Any notice given under or in connection with the Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post (or international equivalent), or sent by email to the receiving party at its registered office address (or such other address as may be specified for notices in the Order or notified from time to time in accordance with this clause 14.5) or, in the case of email, to the email address specified in the Order, or in each case as updated from time to time in accordance with this clause 14.5. A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by post, at 9.00am on the second business day (a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business) after posting; and (c) if sent by email, at the time of transmission provided that no delivery failure notification is received.

11.6. VE3 may update or amend these T&Cs from time to time to:

- i. to comply with changes in applicable laws or regulatory requirements;
- ii. to address security, compliance, or safety considerations;
- iii. to reflect circumstances beyond VE3's reasonable control;
- iv. to adapt to new technologies or features; or
- v. in the ordinary course of product development.

Where a change materially and adversely affects the Client's rights under an active Order, VE3 will provide at least thirty (30) days' advance written notice. All other changes take effect upon publication on VE3's website or upon written notice to the Client. Continued receipt of Services after the effective date of any change constitutes acceptance of the revised T&Cs. If the Client objects in writing within 30 days of notice and the parties cannot reach agreement, the Client may terminate the affected Order.