

Ceva Global Ltd Standard Terms of Business

Version 1.0. Effective date: 1st January 2026

Parties

These Terms of Business (“Terms”) apply to the supply of professional consulting services by CEVA GLOBAL LTD (company number 15067431) whose registered office is Booksmart Accounting C/O Brown & Co Murley Moss Business Park, Oxenholme Road, Kendal, England, LA9 7RL (“Ceva”, “we”, “us”), to the organisation purchasing the Services (“Client”, “you”). Together, Ceva and the Client are the “parties”.

1. Definitions and interpretation

1.1 “Statement of Work” or “Order Form” means the document that sets out the scope, deliverables, timelines, fees, and other engagement specifics, signed or otherwise agreed in writing by both parties.

1.2 “Services” means the services described in the Statement of Work or Order Form.

1.3 “Deliverables” means the outputs expressly identified as deliverables in the Statement of Work or Order Form.

1.4 “Key Personnel” means personnel identified as key in the Statement of Work or Order Form, or later agreed in writing.

1.5 “Confidential Information” means all non-public information disclosed by one party to the other in connection with the Contract, in any form, that is marked confidential or would reasonably be regarded as confidential.

1.6 “Background IP” means any intellectual property, tools, templates, materials, methods, and know-how owned or developed by a party independently of the Services.

1.7 “Working Papers” means Ceva’s internal working documents, notes, drafts, analysis, tools, and materials created or used in performing the Services.

1.8 References to “including” mean “including without limitation”.

2. Contract formation and order of precedence

2.1 The contract between the parties (the “Contract”) is formed when:

(a) both parties sign a Statement of Work or Order Form, or

(b) the Client issues a purchase order and Ceva confirms acceptance in writing, or

(c) the parties otherwise clearly agree in writing to proceed on these Terms and a defined scope.

2.2 The Contract consists of: (a) the Statement of Work or Order Form, (b) these Terms, and (c) any schedules or annexes referenced in either document.

2.3 If there is any conflict, the following order of precedence applies: (1) the Statement of Work or Order Form, (2) these Terms, (3) any schedules or annexes, unless a document explicitly states it overrides a higher-priority document.

2.4 Entire agreement. The Contract is the entire agreement between the parties relating to the Services and supersedes prior discussions and correspondence. Nothing in this clause limits liability for fraud.

3. Scope of Services, deliverables, and exclusions

3.1 Ceva will provide the Services with reasonable skill and care in accordance with good industry practice.

3.2 The Services, Deliverables, milestones, reporting cadence, assumptions, and dependencies must be set out in the Statement of Work or Order Form.

3.3 Exclusions. Unless expressly included in the scope, Ceva does not provide:

- (a) legal advice, legal representation, or reserved legal activities,
- (b) tax advice, tax representation, or regulated tax services,
- (c) regulated financial advice,
- (d) statutory audit or other assurance services, or
- (e) any service requiring an FCA regulated permission unless explicitly stated and lawfully authorised.

3.4 The Client remains responsible for its own decisions, approvals, governance, and implementation unless the scope explicitly transfers specific operational responsibilities to Ceva.

3.5 Drafts and oral advice. The Client should rely on final written Deliverables only. Drafts, working versions, and oral commentary are not final and should not be relied upon unless Ceva confirms in writing that reliance is permitted.

3.6 No duty to update. Unless agreed in writing, Ceva has no obligation to update Deliverables for changes in law, guidance, policy, market conditions, or interpretation after delivery.

4. Client responsibilities and dependencies

4.1 The Client will:

- (a) appoint a single accountable engagement lead,
- (b) provide timely access to relevant personnel, information, data, and systems (where needed),
- (c) ensure that information provided is accurate and complete to the best of its knowledge,

(d) make timely decisions and provide feedback where required, and

(e) obtain and maintain any internal approvals and third-party permissions required for Ceva to perform the Services.

4.2 Unless agreed, Ceva is not responsible for validating or independently verifying Client-provided information.

4.3 Where delivery is delayed or affected due to unmet Client dependencies, Ceva may propose revised timelines and, where applicable, seek an adjustment through change control at additional cost to the client.

5. Personnel, substitution, and conduct

5.1 Ceva will use appropriately skilled personnel to deliver the Services.

5.2 Key Personnel will not be replaced without the Client's prior written consent, except where replacement is required due to sickness, resignation, incapacity, or circumstances beyond Ceva's reasonable control. In such cases Ceva will provide a suitably qualified replacement as soon as reasonably practicable.

5.3 The Client may reasonably request removal of any Ceva personnel from the engagement for security, conduct, or material performance reasons. Ceva will comply and will propose an alternative resource where appropriate.

5.4 Where Services are delivered on Client premises, Ceva will comply with reasonable site policies, including security and health and safety rules, provided these are notified in advance.

6. Change control

6.1 Either party may request a change to scope, Deliverables, timelines, assumptions, or resourcing.

6.2 No change is effective unless agreed in writing, including any impact on fees, expenses, and delivery dates. Email is sufficient.

6.3 Ceva is not obliged to start work on a change until it is agreed in writing.

7. Fees, expenses, invoicing, and payment

7.1 Fees and charging basis are set out in the Statement of Work or Order Form.

7.2 VAT is payable in addition where applicable and will be itemised on invoices.

7.3 Expenses are chargeable only if expressly permitted in the Statement of Work or Order Form, and must be reasonable, evidenced, and compliant with any agreed caps or policies. Where pre-approval is required, Ceva will obtain it before incurring the expense.

7.4 Invoicing. Unless agreed otherwise, Ceva invoices monthly in arrears for Services performed. Invoices will reference the relevant purchase order or engagement reference where provided by the Client.

7.5 Payment terms. Unless agreed otherwise, invoices are payable within 30 days of receipt of a valid undisputed invoice.

7.6 Disputed invoices. The Client must notify Ceva promptly in writing of any dispute and provide reasonable detail. The Client must pay the undisputed portion by the due date. The parties will work in good faith to resolve the dispute.

7.7 Late payment. Ceva may charge statutory interest and fixed recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable, without prejudice to any other rights.

8. Acceptance of Deliverables (if applicable)

8.1 If acceptance applies, the Statement of Work or Order Form will specify acceptance criteria. If none are specified, acceptance is based on conformity with the agreed description of the Deliverable and reasonable professional standards.

8.2 The Client will have 10 working days from delivery to either accept the Deliverable or provide written reasons for rejection.

8.3 If the Client does not respond within the review period, the Deliverable is deemed accepted.

8.4 Where a Deliverable is rejected in accordance with clause 8.2, Ceva will remedy the relevant issues within a reasonable period or as agreed. The Client's remedy for non-conforming Deliverables is correction or re-performance of the affected part of the Deliverable.

9. Intellectual property

9.1 Background IP. Each party retains ownership of its Background IP.

9.2 Deliverables. Unless otherwise agreed in the Statement of Work or Order Form, ownership of Deliverables passes to the Client upon full payment of all fees and expenses due in relation to the Deliverables.

9.3 Ceva materials and know-how. Ceva retains ownership of: (a) its Background IP, (b) its Working Papers, and (c) general know-how, methods, templates, and skills developed or used in providing the Services, even if reflected in the Deliverables.

9.4 Licence to use embedded Ceva Background IP. To the extent Ceva Background IP is embedded in a Deliverable, Ceva grants the Client a perpetual, worldwide, royalty-free, non-exclusive licence to use that embedded Ceva Background IP solely as necessary to use the Deliverable for the Client's internal business purposes.

9.5 Third-party materials. Third-party materials remain subject to the relevant third-party licence terms.

9.6 Reuse of learnings. Ceva may use anonymised and aggregated learnings from the engagement and generic elements of its work product to improve its services, provided it does not disclose Client Confidential Information.

10. Confidentiality

10.1 Each party will keep the other's Confidential Information confidential and will use it only as necessary to perform its obligations or exercise its rights under the Contract.

10.2 Confidentiality obligations do not apply to information that:

- (a) is or becomes public other than through breach,
- (b) was lawfully known by the recipient before disclosure,
- (c) is independently developed without use of the disclosing party's Confidential Information, or
- (d) is lawfully obtained from a third party without restriction.

10.3 A party may disclose Confidential Information to its employees, officers, professional advisers, insurers, auditors, and subcontractors who need to know, provided they are bound by confidentiality obligations no less protective than these Terms.

10.4 A party may disclose Confidential Information where required by law, regulation, court order, or a competent authority. Where permitted, the recipient will give the disclosing party reasonable notice and cooperate to limit disclosure.

10.5 Duration. Confidentiality obligations continue for 3 years after termination. Trade secrets remain protected for as long as they remain trade secrets.

11. Data protection

11.1 Each party will comply with applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

11.2 The Statement of Work or Order Form will set out the parties' roles. Controller, joint controller, or processor.

11.3 Where Ceva acts as a processor, the parties will agree a data processing addendum containing the mandatory Article 28 terms, including details of processing, security measures, subprocessors, breach notification, assistance with data subject rights, and deletion or return of personal data at end of services.

11.4 Ceva will implement appropriate technical and organisational measures to protect personal data and will notify the Client without undue delay after becoming aware of a personal data breach affecting Client personal data.

11.5 International transfers. Ceva will not transfer Client personal data outside the UK without appropriate safeguards and, where required, Client approval.

12. Information security

12.1 Ceva will maintain reasonable and proportionate information security controls appropriate to the nature of the Services, including access control, multi-factor authentication where available, encrypted storage on supported devices, and least-privilege access.

12.2 Any Client-specific security requirements must be stated in the Statement of Work or Order Form. If the Client requires specific certifications, environments, protective marking handling, or audit standards, these must be agreed before work begins.

13. Records, audit, and transparency

13.1 Ceva will maintain appropriate records to support invoicing and delivery, including time records where time-based charging applies.

13.2 Where the Client reasonably requires access to records for audit or governance purposes, Ceva will provide reasonable assistance, subject to confidentiality, legal privilege (if any), and data protection requirements.

13.3 Where the Client is subject to statutory or policy disclosure regimes, Ceva will provide reasonable assistance to enable the Client to comply. Ceva may identify genuinely confidential or commercially sensitive information. Final disclosure decisions remain with the Client where it is the decision maker.

14. Conflicts of interest

14.1 Ceva will disclose any actual conflict of interest relating to the Services that it becomes aware of and will work in good faith to agree mitigation.

14.2 Unless otherwise agreed, Ceva may provide services to other clients, including those with differing interests, provided it protects Client Confidential Information and manages conflicts appropriately.

15. Insurance

15.1 Ceva will maintain appropriate insurance commensurate with its business and the Services, which may include professional indemnity insurance.

15.2 If the Client requires minimum insurance levels or specific cover, these must be stated in the Statement of Work or Order Form.

16. Warranties and disclaimers

16.1 Ceva warrants that it will provide the Services with reasonable skill and care.

16.2 Except as expressly stated in the Contract, all warranties, conditions, and other terms implied by law are excluded to the maximum extent permitted by law.

16.3 The Client acknowledges that outcomes depend on multiple factors beyond Ceva's control. Ceva does not warrant that the Services will achieve a particular result unless explicitly stated in the Statement of Work or Order Form.

17. Limitation of liability

17.1 Nothing in the Contract limits or excludes liability for:

- (a) death or personal injury caused by negligence,
- (b) fraud or fraudulent misrepresentation, or
- (c) any liability that cannot be limited or excluded by law.

17.2 Subject to clause 17.1, Ceva will not be liable for any indirect or consequential loss, or for loss of profit, revenue, goodwill, anticipated savings, or business opportunity.

17.3 Subject to clause 17.1, Ceva's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to an amount equal to 100% of the fees paid or payable under the relevant Statement of Work or Order Form in the 12 months preceding the event giving rise to the claim.

17.4 The Client is responsible for verifying the suitability of any Deliverables for its intended purposes before use in live decision-making or operational deployment. This does not reduce Ceva's obligation to exercise reasonable skill and care.

17.5 No third-party reliance. The Services and Deliverables are provided solely for the Client's internal use and benefit. Ceva accepts no liability to third parties unless expressly agreed in writing.

18. Indemnities

18.1 Unless expressly stated in the Statement of Work or Order Form, no indemnities are given by either party.

18.2 If an IP infringement indemnity is agreed, it will be set out in the Statement of Work or Order Form and will include standard conditions. Prompt notice, Ceva control of defence and settlement, and reasonable cooperation by the Client.

19. Subcontracting and assignment

19.1 Ceva may subcontract elements of the Services where appropriate and remains responsible for performance of its subcontractors.

19.2 Ceva will ensure subcontractors who access Client Confidential Information or personal data are bound by appropriate confidentiality and data protection obligations.

19.3 Neither party may assign or transfer the Contract without the other party's prior written consent, except as part of a corporate reorganisation or transfer of all or substantially all of its business and assets, provided the assignee can perform the obligations and the assigning party remains liable unless agreed otherwise.

20. Term and termination

20.1 The Contract starts on the start date set out in the Statement of Work or Order Form and continues until completion of the Services unless terminated earlier.

20.2 Termination for convenience. Either party may terminate the Contract or a Statement of Work on 30 days' written notice, unless a different notice period is stated in the Statement of Work or Order Form.

20.3 Termination for cause. Either party may terminate immediately by written notice if the other party:

(a) commits a material breach and fails to remedy it within 10 business days of written notice, or

(b) becomes insolvent, enters administration or liquidation, or is otherwise unable to pay its debts as they fall due.

20.4 Payment on termination. The Client will pay fees and approved expenses for Services properly performed up to the effective termination date, plus any pre-approved non-cancellable commitments reasonably incurred.

20.5 Return and retention of information. On request, each party will return or securely destroy the other party's Confidential Information, except that Ceva may retain copies where required for legal, regulatory, insurance, or quality management purposes. Any retained information remains subject to confidentiality obligations.

21. Exit and handover

21.1 If the Services involve transition to Client teams or third parties, the Statement of Work should specify exit activities, handover sessions, and any documentation requirements.

21.2 If not specified, Ceva will provide reasonable handover assistance at its standard rates, subject to availability and agreement.

22. Force majeure

22.1 Neither party will be liable for failure or delay in performing its obligations due to events beyond its reasonable control. This includes major power, network, or platform outages, severe weather, epidemic or pandemic impacts, industrial disputes not involving its own workforce, and government restrictions.

22.2 The affected party will notify the other party promptly and will take reasonable steps to mitigate impact. If the event continues for more than 30

days, either party may terminate the affected Statement of Work on written notice.

23. Dispute resolution

23.1 The parties will attempt to resolve disputes promptly through good faith negotiation. Disputes will be escalated to senior representatives of each party if not resolved within 10 working days.

23.2 If unresolved, the parties will consider mediation before commencing court proceedings, except where urgent injunctive relief is required.

24. Publicity and references

24.1 Neither party may use the other party's name, logos, trademarks, or project details in publicity or marketing without prior written consent.

24.2 The Client may, at its discretion, provide a reference or agree a case study following completion. Any case study must be approved in writing by the Client before publication.

25. Non-solicitation

25.1 During the Services and for 6 months after the end of the relevant Statement of Work, neither party will actively solicit for employment any employee or contractor of the other party who was materially involved in the Services, without the other party's prior written consent. This does not restrict general recruitment not targeted at the other party's staff.

26. Notices

26.1 Notices must be in writing and sent to the addresses and contacts stated in the Statement of Work or Order Form.

26.2 Notices may be sent by email where an email address is specified for notices. Email notices are deemed received at the time of transmission unless

the sender receives a delivery failure notification, in which case notice must be re-sent by an alternative method.

26.3 Notices sent by post are deemed received 2 working days after posting within the UK.

27. General

27.1 Severability. If any provision of the Contract is invalid or unenforceable, the remaining provisions remain in full force.

27.2 Waiver. A failure to enforce any provision is not a waiver of that provision or any other provision.

27.3 Relationship. Nothing in the Contract creates a partnership, joint venture, or employment relationship. Ceva is an independent contractor.

27.4 Third party rights. No person other than the parties has any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

27.5 Governing law and jurisdiction. The Contract is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Schedule 1. Statement of Work or Order Form minimum contents

1. Parties and contacts, including notice addresses and invoice details.
2. Services description, scope, and explicit exclusions.
3. Deliverables, milestones, reporting cadence, and acceptance criteria (if any).
4. Timeline, location, working arrangements, and Client dependencies.
5. Team and Key Personnel.
6. Fees, rates, charging mechanism, expenses policy, and VAT treatment.
7. Payment profile and invoicing rules, including purchase order references.
8. Data protection roles and any data processing addendum requirement.
9. Information security requirements and any client policies applicable to delivery.
10. Any variations to liability cap, insurance requirements, or termination notice periods.

Schedule 2. Data processing addendum (only if Ceva is a processor)

This Schedule should be completed and attached where Ceva processes personal data on the Client's behalf. It must include, at minimum: processing subject matter, duration, nature and purpose, data categories, data subject categories, Client instructions, confidentiality, security measures, sub-processors, breach notification, assistance with data subject rights, audit cooperation, deletion or return, and international transfer safeguards.