



Terms & Conditions

5 Fleet Place, London, EC2M 7RD
Company 86 Limited | www.c86.tech

1. Agreement. Company 86 agrees to provide the services specified in the accompanying QUOTE ("Services") subject to the foregoing terms and conditions. For the purposes of these terms and conditions, the term "Agreement" shall mean collectively these terms & conditions & the QUOTE. In the event of any conflict, inconsistency or ambiguity between these terms & conditions & the QUOTE, these terms & conditions shall prevail.

2. Term; Termination. The term of this Agreement will begin on the Effective Date & continue until completion of the Services ("Term"). Subject to any termination provisions in the QUOTE, this Agreement may be terminated at any time by either party: (i) upon thirty (30) days prior written notice without cause; or (ii) upon written notice if the other party breaches any material term of this Agreement & such breach remains uncorrected for fifteen (15) business days following written notice. Upon termination, Company 86 shall be entitled to be paid for all work performed, or due to be performed including fees & expenses.

3. Warranty. Company 86 warrants that the Services will be carried out with reasonable skill & care in accordance with the terms of this Agreement. In the event of a breach of the foregoing warranty, Company 86's sole & exclusive obligation to Client shall be to re-perform the affected portions of the Services or refund to Client the amounts paid to Company 86 for the affected portion of the Services. The foregoing warranty & remedy & other express terms of this Agreement are in lieu of all Company 86's warranties, conditions, terms, undertakings & obligations that would but for this clause be implied by statute, common law, custom, practice, course of dealing or otherwise, including any condition of satisfactory quality or fitness for a particular purpose whether or not any purpose has been notified to Company 86, all of which are hereby excluded to the fullest extent permitted by law.

4. Fees, Expenses & Payment; During the period of this QUOTE Client shall pay Company 86 within thirty (30) days of the invoice date:

4.1 the Fees as they fall due in accordance with the Schedule:

4.2 All expenses properly incurred in the provision of the Services.

If Client fails to make any payment due to Company 86 under Clauses 5.1 & 5.2 by the date it falls due, without prejudice to any other right or remedy available to Company 86,

Company 85 shall be entitled to terminate this QUOTE by giving written notice to the Client provided that the Client fails to make the due payment within 5 working days after receiving written notice giving full particulars of the payment due & requiring such payment to be made within 5 working days. Company 86 will invoice Client for Time & Material Services performed & expenses incurred (see below) under this Agreement on a monthly basis & for Fixed Price services Company 86 will invoice Client at completion of each milestone as specified in the Fee Schedule.

5. Taxes; Client shall be responsible for taxes arising out of this Agreement, except for taxes imposed on Company 86's income or arising from the employment relationship between Company 86 & its personnel.

Company 86 will be entitled to charge for additional time &/or idle time required to complete the Services arising as a result of failure of Client to meet its obligations &/or may revise any scheduled date for completion of any part of the Services &/or suspend the Services.

6. Confidentiality. Each party shall at all times keep confidential (and take reasonable steps to procure that its employees & agents shall keep confidential & shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information. Information within the public domain shall not be considered Confidential Information.

7. Intellectual Property. The parties agree that all Intellectual Property specifically produced by or on behalf of Company 86 in connection with or relating to this QUOTE shall vest in & belong to Company 86. Client shall, at the request of Company 86 take all such steps & execute all such assignments as Company 86 may reasonably require to ensure that all the Intellectual Property vests in & belongs to Company 86 & for the registration or protection of Company 86 rights in Intellectual property.

8. Indemnification. Both parties shall keep the other Party fully & effectively indemnified against liability for direct loss, costs & expenses awarded against or incurred or paid as a result of or in connection with: -

8.1 Any claims for infringement of any Intellectual Property Rights by reason of the use or sale of the goods supplied or services provided & against all costs & damages which the Party may incur in any action for such infringement or for which the Party may become liable in such action.

8.2 Any claim in contract or tort or otherwise; for any direct damages, expenses or costs relating to damage to property or injury or loss to any person, firm or company.

9. Limitation of Liability.

(a) Nothing in these conditions shall exclude or restrict the liability of either party to the other for fraud or fraudulent misrepresentation, death or personal injury caused

by negligence, or any breach of any obligations implied by Section 12 of the Sale of Goods Act, 1979 or Section 2 of the Supply of Goods & Services Act, 1982.

(b) The liability of either party for defaults resulting in direct loss of or damage to the property of the other; whether arising under contract, tort (including negligence), misrepresentation or otherwise, in connection with the performance of or contemplated performance of this contract shall in no event exceed the value of the Contract.

(c) In no event shall either party be liable to the other for any indirect or consequential loss or whether for loss of profits, loss of business, revenue, depletion of goodwill or anticipated savings, howsoever caused, whether such losses were foreseeable at the time of entering into this contract. For the purposes of this clause, the term 'loss' includes a partial loss or reduction in value as well as a complete or total loss.

(d) If a Party is in breach of any obligations under this Agreement (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 9.1, 9.2 & 9.3 such Party's liability to the other Party shall be limited to £1,000,000 for any series of events in any period of twelve (12) consecutive calendar months.

10. Compliance with Law. This Agreement will be governed in accordance with the laws of England & the parties agree to be subject to the jurisdiction of the English Courts. Client agrees to comply with applicable laws including export & import & use restrictions. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, & the remainder of this Agreement will remain in full force & effect to the fullest extent permitted by law & the parties hereto agree to replace the illegal or unenforceable provisions with valid provisions which are as close as possible to the illegal or unenforceable provisions in their respective meaning, purpose, & commercial effect.

11. Sub-Contracting. Company 86 may assign or sub-contract the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not relieve Company 86 of any obligation or duty attributable to Company 86 under the Agreement.

12. Non-Solicitation. During the Term & for one (1) year thereafter, neither party shall actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either party associated with the performance of Services under this Agreement without the prior written consent of the other party. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to twelve (12) month's salary for each employed, solicited, or retained person.

13. Data Privacy. With respect to any data, including but not limited to, personally identifiable information, third party data & associated metadata provided by Client to Company 86 (collectively the "Data") Client represents & warrants that all such Data has been collected by Client in accordance with the applicable laws & that Client has obtained

all necessary consent to transfer the Data to Company 86 for the purpose of this Agreement.

14. Force Majeure. Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible & beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").

15. Notices. Unless otherwise expressly stated in this Agreement, all notices & other communications required or permitted to be given under this Agreement shall be in writing & shall be deemed duly served if mailed electronically to an authorized address, delivered by hand on the date of delivery or if sent by pre-paid registered post four business days after posting.

16. Facilities & Information: Client will provide Company 86 with all necessary co-operation, facilities, information & support that may reasonably be required by Company 86 for the performance of the Services.

17. Rights of Reference. Company 86 shall have the right to reference Client organisation name when referencing its customer base. Specific client confidential information shall always be protected by Company 86 and not released without prior written authorization from Client.

18. Service Provision. All services will be provided by Company 86 between the hours 8.00am & 5.30pm during a thirty-seven & a half (37.5) hour week, excluding Saturdays, Sundays & public holidays, ("Standard Hours"). Services provided outside Standard Hours will incur additional charges.