CURIUM SERVICES AGREEMENT

This Curium Services Agreement (the Agreement) comprises three sections:

1. the Cover Sheet which sets out the details of the parties (Cover Sheet);
2. the Curium Services Terms and Conditions (Terms and Conditions);
3. the Statement of Work (Statement of Work).

This Agreement comes into force once the Cover Sheet has been signed by both parties, or work is commenced by Curium. This Agreement will thereafter regulate the provision of consulting services by Curium.

In addition to Curium's core consultancy business, Curium offers the use of and access to a digital content SAAS solution - "CODE 3i". The licence to use CODE 3i (Licence) will be a separate document but will ultimately be governed by the Terms and Conditions. The Licence will have the same contractual status of a Statement of Work. References to Statement of Work in this Agreement will where necessary include the Licence.

If work is conducted without an agreed Statement of Work or work continues after a Statement of Work has been concluded then that work will be governed by the Terms and Conditions. With certain engagements separate terms will be included into that Statement of Work. For that particular engagement the Terms and Conditions will be amended accordingly.

In the event of a conflict between the component parts of the Agreement, the following order of precedence and supremacy shall apply (descending): (1) the Licence; (2) the Statement of Work; and (3) these Terms and Conditions.

By signing this Cover Sheet each party represents to the other that nothing contemplated in the Services or the parties' dealings represents a failure to comply with the Bribery Act 2010.

Cover Sheet

Agreement Date

[Date]

Agreement Reference

CSA_XX001

1. Client

The client for the purposes of this Agreement is:

Name: [Client Name]

Registered Number: [Client Reg Number]

Address: [Client Address]

2. Representatives ("Representatives")

Client	Curium
[Contact Name]	[Contact Name]
Telephone: [Contact Number]	Telephone: [Contact Number]
Email: [Client Email Address]	Email: [Curium Contact Email Address]

AGREED by the parties on the date set out at the head of this Cover Sheet.

Signed for and on behalf of Curium Solutions Ltd

_____

Name:
Position: Director
Date:

Signed for and on behalf of [xx]

_____

Name:

Position:

Date: [x]

CURIUM SERVICES TERMS AND CONDITIONS

1 AGREEMENT AND TERM

1.1 Each Statement of Work incorporates the terms of this Agreement, including these Terms and Conditions, and references to the Agreement shall be deemed to include the Statement of Work in question.

1.2 If the Services are commenced when:

1.2.1 the Statement of Work is not agreed;

1.2.2 the Statement of Work is completed but further work is done;

these Terms and Conditions will govern the provision of the Services.

2 DEFINITIONS

2.1 In addition to the defined terms in the Cover Sheet, the following words will carry the following definitions:

2.1.1 Affiliate: any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.

2.1.2 Assumptions: any assumptions detailed on the Statement of Work that the Client has made regarding its requirements and circumstances which have influenced the decision to instruct Curium to provide the Services.

2.1.3 Client Dependencies: tasks or inputs detailed on the Statement of Work whether that is provision of certain information, attendance of the Client's personnel, access to the Location or otherwise that are dependent on the Client and without which the Services may not give the Client the outcome or improvements the Client wishes or expects.

2.1.4 Controls: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls and Controlled shall be interpreted accordingly.

2.1.5 Deliverables: any outputs detailed on the Statement of Work whether reports, or advice and regardless of medium to be prepared by Curium to the Client ancillary to the provision of the Services.

2.1.6 Fee: the fee or fees payable in respect of the Services, as set out in applicable Statements of Work.

2.1.7 Intellectual Property Rights; copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, database rights, rights in data, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.

2.1.8 Location: the premises (including Client premises) at which Curium shall perform

the Consulting Services, as set out in a Statement of Work or as otherwise agree between the parties.

2.1.9 Materials: technical or informative guides, specifications, instructions or documentation of any kind provided by Curium in support of or in connection with the Services (excluding Deliverables).

2.1.10 Payment Dates: the dates as specified in the applicable Statement of Work.

2.1.11 Personal Data: as defined in the article 4 UK GDPR.

2.1.12 Personnel: employees, officers, consultants and customers of the Client

2.1.13 Pre-existing Materials": means any materials, methods, processes, or Intellectual Property Right developed, licensed, or otherwise acquired by Curium independent of the Agreement and Services and that are not based upon and do not incorporate any Client confidential information or other Intellectual Property Rights of the Client.

2.1.14 Services: business change and related management consultancy services and any other professional services as agreed in one or more Statements of Work referencing this Agreement. The advisory work required if the Client uses CODE 3i will be included as Services.

2.1.15 Time and Materials: the calculation of Fees where there is no prior agreement whether that agreement is recorded in a Statement of Work or other written communication. In these circumstances the Fees will be calculated in accordance with Curium's hourly or daily rates and the cost of any expenses incurred by Curium

2.1.16 UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

2.6 A reference to writing or written includes email but not fax.

2.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

3 PERFORMANCE OF THE SERVICES

3.1 Curium shall perform the Services as set out in one or more Statements of Work signed between the parties.

3.2 Curium warrants that the Services shall:

3.2.1 be provided in a timely and professional manner using adequately trained and

qualified personnel;

3.2.2 be in compliance with all applicable laws, statutes and regulations; and

3.2.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, s 13.

3.3 If the Client is permitted to make the Services available to any Affiliates (in the applicable Statement of Work or Subscription Service Order Form), the Client:

3.3.1 remains liable to Curium for the acts and omissions of such Affiliates (together with its and their staff) as if they were its own; and

3.3.2 shall cease to make the Services available to any party immediately on that party ceasing to be an Affiliate.

3.4 Curium shall perform the Consulting Services at such Location(s) as may be specified in the applicable Statement of Work. The Client shall make any agreed Locations available for Curium so that Curium is able to perform the Consulting Services within any agreed timescales.

3.5 Time of performance of the Services is not of the essence. Curium shall use its reasonable endeavours to meet any agreed performance dates but such dates are approximate only.

3.6 Curium shall not be liable for any delay in or failure of the Services caused by:

3.6.1 the Client's failure to make the Location(s) available and prepare the Location in accordance with Curium's instructions or as otherwise agreed;

3.6.2 the Client's failure to provide Curium with adequate and accurate instructions, information or access to staff as reasonably required by Curium to perform the Services;

3.6.3 the Client's failure to perform any Client obligations or satisfy any necessary technical requirements set out in this Agreement.

3.7 The Client shall assign a qualified person to oversee the Services and shall be responsible for all management decisions taken in relation to the Services.

3.8 Save as set out in this clause 3, all other express or implied warranties and conditions are hereby excluded, to the extent possible at law.

4 PROPRIETORIAL INTERESTS

4.1 Neither Curium nor the Client will, during the period of this Agreement or for a period of 12 months following expiry or termination of this Agreement directly or indirectly solicit or attempt to solicit any of the other party's employees, contractors, subcontractors or any other persons employed or engaged by the other who during the period of 12 months prior to the expiry or termination of this Agreement was involved in the provision of the Services, without the prior consent of such other party. For the avoidance of doubt, this clause 4.1 shall not prevent a party hiring any applicant in response to an advertised recruitment campaign, providing there has been no breach of the remainder of this clause 4.1.

4.2 The Client acknowledges that employees, consultants, and contractors of Curium have signed agreements with Curium which include covenants that such persons shall not accept employment or engagement with any customers of Curium.

4.3 The Client for itself and its Affiliates undertakes in favour of Curium as follows:

4.3.1 not, without the prior written consent of Curium, to copy, duplicate, reproduce or disclose the Materials nor make it available to any third party, other than on a need-to-know basis, to employees or subcontractors who agree in writing to be bound by the provisions of this clause 4.3.1 and to take all reasonable precautions to prevent any unauthorised disclosure;

4.3.2 not to remove, suppress or modify in any way any proprietary markings including any trade mark or copyright notice on any Materials;

4.3.3 not to re-sell, re-market or otherwise distribute any portion of the Services or Materials or offer the Services or Materials to others unless specifically permitted in writing by Curium or as directed by point 5,2 below.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 Curium may use any Intellectual Property Rights that it owns or licences in the performance of the Services. Curium retains all Intellectual Property Rights in the Services and the Materials.

5.2 Curium grants a limited, non-transferable licence to the Client use the Materials for its own internal purposes or as otherwise set out in the Statement of Work. For any usage outside of the SOW, the client should get permission in writing from Curium, such usage may or may not incur a charge.

5.3 All Intellectual Property Rights owned or developed by Curium prior to the commencement of this Contract or created independently of it, or any Intellectual Property Rights that are partially completed and not specifically developed solely for the Client under this Contract, shall remain the exclusive property of Curium..

5.4 The Intellectual Property Rights in any deliverables, documentation, or other work that is developed solely for the Client under this Contract and which constitutes bespoke work commissioned by the Client shall vest in the Client upon full payment. For clarity, this does not include existing or background IP which remains under the ownership of Curium. Curium shall be entitled to request written permission from the Client to use or reference such deliverables or work (in whole or in part) for the purposes of future client work, marketing, research, or internal training. Such permission shall not be unreasonably withheld.

6 FEE AND PAYMENT

6.1 Notwithstanding clause 6.5, the Fee payable by the Client in respect of the Services shall be as specified in the Statement of Work.

6.2 The Fee shall be payable if the Client cancels the Services without providing 30 days notice.

6.3 The Client shall pay any applicable VAT (or equivalent sales tax) to Curium on receipt of a valid VAT invoice.

6.4 The Client shall also reimburse Curium for its reasonable expenses incurred in the performance of the Services, if specified on the Statement of Work.

6.5 If there is no agreed Statement of Work, and Services are delivered or further Services are delivered once the Services on a Statement of Work have been delivered, then such Services will be charged by Curium on a Time and Materials basis.

6.6 If Curium has not received payment within twenty Business Days after the Payment Date, and without prejudice to any other rights and remedies of Curium:

6.6.1 Curium may, on no less than 5 Business Days' notice to the Client and without liability to the Client, suspend or terminate the performance of the Services and Curium shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

6.6.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of HSBC in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7 TERM

7.1 This Agreement shall continue unless and until this Agreement is terminated by either party giving to the other not less than 3 months' prior written notice.

7.2 Termination of this Agreement by convenience shall be without prejudice to any live Statements of Work, which shall continue in accordance with their terms but notwithstanding the termination such live Statements of Work will be subject to these Terms and Conditions.

7.3 Should either party be in material breach of the Agreement with such breach not being capable of remedy within a month or the breach is capable of remedy and is not remedied this Agreement and all Statement of Works and the Licence shall terminate on written notice.

7.4 Should either party cease to trade, become insolvent or incapable of paying its debts the other can terminate on written notice.

8 LIMITATION OF LIABILITY

8.1 The Client acknowledges to Curium that the Fees have been calculated with reference to the provisions of this clause 8.

8.2 Subject to clause 8.4, the aggregate liability of Curium to the Client in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Agreement shall in no event exceed the Fee paid or payable by the Client respect of the Services within a 12 month period of a claim.

8.3 Subject to clause 8.4, neither party shall be liable for consequential, indirect or special losses.

8.4 Curium shall, at its option and subject to its acceptance of non-compliance with clause 3.2, remedy, re-perform or refund the Fee paid in respect of Services that do not comply with clause 3.2, provided that the Client:

8.4.1 serves a written notice on Curium not later than ten Business Days from performance that some or all of the Services do not comply with clause 3.2 and identifying in sufficient detail the nature and extent of the defects; and

8.4.2 gives Curium a reasonable opportunity to examine the claim of the defective Services.

8.5 The Client shall be deemed to accept the Services if it does not notify Curium of any failure of the Services to comply with clause 3.2 within the time periods set out in clause 8.4.1. Unless the Client notifies Curium that it intends to make a claim in respect of an event within the notice period, Curium shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred or its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.6 Curium shall not be liable for any failure of the Services to comply with clause 3.2 where such failure arises out of:

8.6.1 an act or omission of the Client;

8.6.2 to the extent that the Assumptions were inaccurate;

8.6.3 the Client Dependencies not being met.

8.7 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.

9 CONFIDENTIAL INFORMATION

9.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (Confidential Information) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as may be required by law.

10 DATA AND SECURITY

10.1 This clause 10 covers processing of the Personal Data of Personnel relating to the Services.

10.2 This clause 10 will not include the processing of Personal Data by CODE 3i which will be subject to the Licence.

10.3 Regarding the provision of Services the Client is the data controller and Curium is the data processor of the Personal Data of Personnel. The Client hereby confirms it has

obtained all necessary consents to allow Curium to process the Personal Data in accordance with, and as envisaged by, this Agreement.

10.4 Curium confirms that it shall process such personal data in accordance with applicable data protection laws including article 32 UK GDPR and the Client's lawful instructions.

10.5 For the purposes of article 28 UK GDPR:

10.5.1 If Curium wish to engage as sub processor Curium will request consent from the Client;

10.5.2 Curium will assist the Client re the obligations in Chapter iii and article 32-36 UK GDPR;

10.5.3 the Personal Data will be returned to the Client on the Client's instruction; and

10.5.4 Curium will evidence compliance to the Client with its obligations under data protection law.

11 ENTIRE AGREEMENT

11.1 The parties agree that this Agreement and any documents entered into pursuant to the Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between the parties, whether in writing or oral in respect of its subject matter.

11.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it.

11.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

12 GENERAL

12.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

12.2 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

12.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. This provision includes any Affiliate or third party with whom the Client shares the Deliverables who may otherwise pursue Curium.

13 GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).