

ELEMENT DIGITAL ENGINEERING LIMITED
CONSULTING STANDARD TERMS AND CONDITIONS

1. **Formation of Contract**

These terms and conditions ("**Terms and Conditions**"), together with any quotation, proposal, estimate or fee quote ("**Quotation**") provided by or on behalf of Element Digital Engineering Limited ("**Company**"), shall apply to all contracts for the supply of engineering and technology and/or other consulting services contemplated in the Quotation ("**Services**") to the customer identified in the Quotation ("**Customer**"). The signature of these Terms and Conditions on behalf of both the Company and the Customer shall establish a contract for the supply of the Services on these Terms and Conditions ("**Contract**").
 2. **Prices & Payment**
 - 2.1 The Customer shall pay the Company the charges set out in the Quotation, or as otherwise contemplated for the provision of the Services ("**Consideration**") and shall pay the Company on demand for any expenses incurred in the provision of the Services ("**Costs**").
 - 2.2 The Company may amend the Quotation at any time where there has been a material change to any documentation, specification or other materials relating to the Contract or additional services (agreed by the Company) are requested.
 - 2.3 The Company may issue invoices for Consideration and Costs at any time. The Customer shall pay the Consideration and Costs stated in any invoice for Services in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. Unless the Quotation expressly provides otherwise, the Consideration and Costs stated exclusive of value added tax and any other applicable taxes, which shall be payable in addition by the Customer. The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency specified in the Quotation.
 - 2.4 In default of payment within the thirty (30) days, the Company may (without prejudice to its other rights and remedies) suspend any further Services being carried out for the Customer and/or amend terms of the Contract. Any amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.
 - 2.5 The Company may retain or set off any sums due to it by the Customer against any sums due to the Customer under the Contract or any other agreement between the parties or any of their group companies.
 - 2.6 The Customer undertakes that during the provision of the Services and for 12 months after, the Customer shall not (directly or indirectly, and except with the Company's prior written consent) solicit, entice away, employ or engage for the provision of services to the Customer, any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or the Services.
 3. **Services**
 - 3.1 Subject to the remaining sub-conditions of this condition 3, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Company gives no warranty that any result or objective can be achieved through the Services. The Company's obligation to complete Services shall be subject to any duty it may have to comply under any applicable law.
 - 3.2 The Company will use its reasonable endeavours to complete Services and provide written information, conclusions, technical reports, software programs, inspection records, drawings, recommendations, advice or the like in respect of the Services ("**Report**") to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for any delay in performance.
 - 3.3 All Reports are prepared on the basis that they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated. The Company shall be under no liability where the Customer has acted on preliminary, unapproved advice.
 - 3.4 The Reports constitute confidential information and the Customer hereby undertakes that it shall not (without the Company's prior written consent) use, replicate, present or disclose a Report other than to assist it to complete its internal requirements and/or to comply with a customer or third party requirement for the delivery and use of data in a Report.
 - 3.5 Title (and risk of loss or damage to) the Customer's property that is given or made available to the Company shall remain with the Customer.
 4. **Liability and Indemnity**
 - 4.1 This condition 4 sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract. The Customer acknowledges that the provisions of this condition 4 are reasonable and reflected in the Consideration which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
 - 4.2 Other than as expressly set out herein, all warranties, conditions and other terms express or implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
 - 4.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION 4, THE COMPANY, ITS EMPLOYEES, AGENTS AND SUB-CONTRACTORS SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:
 - 4.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF REVENUE; LOSS OF MARKETS; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR
 - 4.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.
 - 4.4 SUBJECT TO CONDITIONS 4.3 AND 4.8, THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) £5,000 OR (ii) AN AMOUNT EQUAL TO TWO TIMES THE CONSIDERATION PAID OR PAYABLE FOR THE PARTICULAR SERVICES THAT HAVE GIVEN RISE TO THE CLAIM OR LIABILITY. The Company shall be under no liability in respect of any claim under the Contract unless:
 - 4.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and
 - 4.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.
 - 4.5 All warranties, conditions or terms express, implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.
 - 4.6 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of: (a) breach of any law by the Customer in connection with the performance of the Services; (b) any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or (c) any claims arising as a result of any misuse or unauthorized use of any Reports or any IPRs belonging to the Company (including trade marks). Notwithstanding any other term of the Contract, the Customer's liability under this indemnity shall be unlimited.
 - 4.7 The Company's liability for breach of contract, tort (including claims for negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to such amount as would be just and equitable for the Company to pay having regard to the Company's responsibility for the particular loss or damage.
 - 4.8 Nothing in the Contract limits or excludes the liability of the Company for any matter that cannot be limited or excluded by law.
5. **Intellectual Property Rights**
 - 5.1 All intellectual property rights (including, but not limited to, patents, design rights, copyright, trade marks, service marks, domain names, database rights, and any other intellectual property rights (now existing or hereafter created), whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world) ("**IPRs**") owned by the Company before the date of the Contract or produced during any Service or otherwise developed by the Company during the term of the Contract shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.
 - 5.2 Ownership of all IPRs in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration and Costs, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-condition 5.1 and this sub-condition 5.2.
 - 5.3 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer involves the infringement of any IPRs of any third party.
 6. **Termination**
 - 6.1 The Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 6.1.1 the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if

- capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;
- 6.1.2 the Customer fails to make any payment by the date it falls due;
- 6.1.3 (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; (b) an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer; and/or (c) the Customer ceases, or threatens to cease, to carry on business; and/or
- 6.1.4 the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time.
- 6.2 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect (including, but not limited to, conditions 3.3, 3.4, 3.5, 4, 5, 7 and 9).
- 7. Confidentiality and Data Protection**
- 7.1 Each party ("**Recipient**") shall keep all confidential and/or commercially sensitive information of the other party ("**Disclosing Party**") in connection with the Contract and/or Services ("**Confidential Information**") in the strictest confidence and not disclose (or allow to be disclosed) the same to any person save to the extent necessary to perform its obligations under the Contract.
- 7.2 Notwithstanding condition 7.1, a Recipient may disclose Confidential Information which it has received if (and solely to the extent that): (a) it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law; (b) it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract; (c) it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or (d) it subsequently becomes public knowledge other than by breach of the Contract by the Recipient. In addition, neither party may use or reference the other party's name, logo or trademarks without its prior written consent, save that the Company may use the Customer's name or logo solely to identify the Customer as a client in connection with specific Services or otherwise.
- 7.3 Each party agrees to comply with its obligations under applicable data protection and privacy laws (including, the EU General Data Protection Regulation (including as implemented into UK law) and the Data Protection Act 2018, as amended, replaced or superseded from time to time) ("**DP Laws**") in connection with the performance of its obligations and the exercise of its rights under the Contract.
- 7.4 The Customer agrees not to provide or otherwise make available "Personal Data" (as defined in the DP Laws) to the Company, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case: (a) such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the Company; and (b) any processing of such additional Personal Data by the Company on behalf of the Customer shall be subject to the data processing terms advised by the Company to the Customer.
- 8. Export Control Licence**
- 8.1 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction and the Customer shall assist the Company in completing any relevant end user certificates or such other governmental or court approvals or consents as may be required by the Company in respect of any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or IPRs ("**Export Control Licences**").
- 8.2 If any necessary Export Control Licences required by the Company are denied or revoked, the Company shall be entitled to terminate the Contract, wholly or partly, without liability in relation to the Customer.
- 8.3 Should the Services or any product of the Company be subject to any Export Control Licences, end user certificates or any other United Kingdom or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.
- 9. General**
- 9.1 **Force Majeure:** A party shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by the existence of any circumstance making performance commercially impracticable or any other cause beyond that party's reasonable control, provided that this condition 9.1 shall not apply to any obligation to make any payments due to the Company under the Contract.
- 9.2 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, and agreements between them, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 9.3 **Severability:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 9.4 **Court and Proceedings:** If any aspect or element of the Services is, or is likely to be, the subject of or relevant to legal proceedings, including any Report, this fact must be notified to the Company in writing and agreed by the Company before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony and/or any Report may not be used to present or respond on a claim in a court of law. The Customer will be liable for the Company's additional fees and costs if the Customer or another party requires the Company to present results or findings in witness statements, hearings or other proceedings.
- 9.5 **No Partnership or Agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party enter into any commitments for or on behalf of the other party.
- 9.6 **Third Parties:** A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 9.7 **Transfer and Sub-contracting:** The Company may assign, sub-contract or otherwise transfer all or any part of its rights or obligations under the Contract. The Customer may not assign, sub-contract or otherwise transfer all or any of its rights or obligations under the Contract without the Company's prior written consent.
- 9.8 **Anti-Corruption:** The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and the Company's Anti-corruption policies (as updated from time to time) and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any such laws or policies. The Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract.
- 9.9 **Notices:** All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address or otherwise to the last known address of the other party.
- 9.10 **Waiver and Variation:** No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. Except as expressly stated to the contrary, the Contract may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of the Company.
- 9.11 **Governing Law:** The Contract shall be governed by and construed in all respects under the laws of England and Wales and any disputes relating to or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The Customer has read and accepts the Contract including the Terms and Conditions stated above.

	For and on behalf of Element Digital Engineering Limited:	For and on behalf of the Customer:
Signed:		
Name:		
Date:		