

## **GENERAL TERMS OF BUSINESS**

### **1. INTERPRETATION**

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement:

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

**Agreement:** means the relevant Commercial Terms and General Terms together.

**Authorised User Logins:** those employees of the Client who are authorised by the Client to use the Platform Services including the GEEIQ Platform (the number of Authorised User Logins permitted on the GEEIQ Platform by the Client is set out in the Commercial Terms );

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Commercial Terms:** means the commercial terms, which, together with these General Terms, make up the Agreement.

**Confidential Information:** means all correspondence, conversations, information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one Party from the other or from a third party, including any information relating to a Party's operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers, business affairs, personal and family affairs, this Agreement or information which the Parties knew or ought reasonably to have known to be confidential (whether or not marked as confidential);

**Consequential Loss:** means any loss of profit and any damage, loss or injury of whatsoever nature which does not flow directly from the act or omission of a Party but only from a consequence or result of such act or omission including, but not limited to, any business interruption or loss or anticipated loss of profit, revenue, business opportunity, equipment and any other indirect loss of a similar nature;

**Client Data:** the data provided by the Client to GEEIQ;

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained UK law version of the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC

(as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

**GEEIQ Data:** all data, except for Client Data, held and stored on GEEIQ's Platform and any other data provided by GEEIQ to the Client in connection with this Agreement.

**GEEIQ Platform:** <https://geeiq.com/> and any subdomains and other channels of GEEIQ and such other website addresses as may be notified to the Client from time to time;

**General Terms:** means these terms, which, together with the

Commercial Terms, make up the Agreement.

**Initial Term:** the initial period of time for which this Agreement will last, as set out in the Commercial Terms;

**Intellectual Property Rights:** means any patent, patent applications, trade secret, trademark, copyright, industrial design or any other intellectual property right registered or unregistered in any country throughout the world, and all related goodwill.

**Managed Services:** the services provided by GEEIQ to the Client as set out in Clause 3 of these General Terms.

**Permitted Use:** business use, expressly excluding any use of the GEEIQ Data and/or the Platform Services for the benefit of any person outside the scope of their employment or engagement by the Client;

**Platform Services:** the services provided by GEEIQ to the Client as set out in Clause 2, including any access to and the use of the Software, the GEEIQ Platform and any GEEIQ Data;

**Renewal Term:** the period of time for which this Agreement will automatically renew as set out in the Commercial Terms, unless otherwise terminated under the terms of this Agreement;

**Services:** the Platform Services and Managed Services together;

**Software:** the software applications provided via GEEIQ Platform as part of the Platform Services;

**Start Date:** the date that this Agreement shall commence, as set out in the Commercial Terms;

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any

telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2. Section, clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, references to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.7. All Sections and schedules are hereby incorporated by reference into this Agreement.
- 1.8. If there is any inconsistency between the provisions of the Commercial Terms and these General Terms, a term contained in the Commercial Terms shall have precedence .

## **2. THE PLATFORM SERVICES**

- 2.1. Subject to the Client paying the Fee and acting at all times in accordance with this Agreement, GEEIQ hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised User Logins to use the Platform Services for the Permitted Use during the Initial Term and any Renewal Term.

- 2.2. In relation to the use of the Platform Services, the Client undertakes that:

- 2.2.1. the maximum number of Authorised User Logins that it authorises to access and use the Platform Services shall not exceed the number that has been agreed with GEEIQ;
- 2.2.2. each Authorised User shall keep a secure password for his use of the Platform Services, that such password shall be changed no less frequently than every three months and that each Authorised User shall keep his password confidential
- 2.2.3. it shall maintain a written, up to date list of current Authorised User Logins and provide such list to GEEIQ within 5 (five) Business Days of GEEIQ's written request at any time
- 2.2.4. it shall permit GEEIQ or GEEIQ's designated auditor to audit the Platform Services in order to establish the name and password of each Authorised User and GEEIQ's data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per year, at GEEIQ's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business. No such audit can take place 12 months after the termination of this Agreement
- 2.2.5. if any of the audits referred to in Clause 2.2.4:
  - 2.2.5.1. reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to GEEIQ's other rights, GEEIQ shall promptly disable such passwords and GEEIQ shall not issue any new passwords to any such individual; or
  - 2.2.5.2. reveal that the Client has underpaid any part of the Fee to GEEIQ, then without prejudice to GEEIQ's other

- rights, the Client shall pay to GEEIQ an amount equal to such underpayment as calculated in accordance with the prices set out in this Agreement or as agreed between GEEIQ and the Client within 10 Business Days of the date of the relevant audit.
- 2.3. The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform Services that, at the discretion of GEEIQ:
- 2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 2.3.2. facilitates illegal activity;
  - 2.3.3. depicts sexually explicit images;
  - 2.3.4. promotes unlawful violence;
  - 2.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 2.3.6. is otherwise illegal or causes damage or injury to any person or property;
- 2.4. In connection with the Platform Services the Client shall not (or allow any person or entity, whether with or without consideration) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
- 1.1.1. attempt to or actually copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the GEEIQ Platform and Platform Services in any form or media or by any means;
  - 1.1.2. sublicense, transfer and/or assign the Platform Services or any element of the Platform Services to any third party, whether with or without consideration;
  - 1.1.3. render any services to third parties using the Platform Services;
  - 1.1.4. remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Platform Services;
  - 1.1.5. attempt to de-compile, reverse compile, disassemble, reverse engineer, or attempt to derive the architecture or design, or any source code or otherwise reduce to human-perceivable form all or any part of the Platform Services;
  - 1.1.6. allow any third parties to use the Platform Services;
  - 1.1.1. use or access any part of the Platform Services to create or build any product or service which directly competes with GEEIQ's Platform Services, being an online platform that amalgamates and collates data for the use or benefit of any other party
  - 1.1.2. access all or any part of the Platform Services in order to build a product or service which competes with the Platform Services, being an online platform that amalgamates and collates data for the use or benefit of any other party;
  - 1.1.3. use the Platform Services to provide services to third parties;
  - 1.1.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Services available to any third party,
  - 1.1.5. attempt to obtain, or assist third parties in obtaining, access to the Platform Services, other than as provided under this Clause 2; or
  - 1.1.6. introduce or permit the introduction of any Virus into GEEIQ's network and information systems.
- 2.5. Should GEEIQ, at its sole discretion, consider there is a suspected breach of any of the terms of clauses 2.3 or 2.4, GEEIQ may suspend the Services until GEEIQ is satisfied that such suspected breach has not arisen or has been remedied. If a suspected breach is not found, the Initial Term or Renewal Term, as applicable, shall be extended by the same time for which the Services were suspended. If a suspected breach was found to exist but was remedied to the satisfaction of GEEIQ, no extension to the Initial Term or Renewal Term, as applicable, will be applied and GEEIQ will promptly restore

- access.
- 2.6 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform Services and, in the event of any such unauthorised access or use, promptly notify GEEIQ.
- 1.2. The rights provided under this Clause 2 are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

## **2. THE MANAGED SERVICES**

- 2.1. GEEIQ's Managed Services to the Client shall include:
- 2.1.1. Supporting the Client with its use of the GEEIQ Platform and Software;
  - 2.1.2. Assisting the Client to identify potential partners;
  - 2.1.3. Supporting the Client's metaverse and gaming strategy; and
  - 2.1.4. Sharing their experience and best practices where appropriate.
- 2.2. The Client notes that the support and assistance provided by GEEIQ under Clause 3.1 does not constitute formal advice from GEEIQ, and the Client should independently assess the information to make their own decision. The Managed Services is based on GEEIQ's subjective opinions, and any such opinions communicated under this contract as part of the provision of Services to the Client, do not constitute a precedent or act as a guarantee for future performance in regard to any campaign created whether that is or is not based on GEEIQ's Managed Services.
- 2.3. If GEEIQ's performance to provide Managed Services is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, GEEIQ shall:
- 2.3.1. Not be liable for any for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
  - 2.3.2. Be entitled to payment of the Fee and any other associated cost despite any such prevention or delay; and
  - 2.3.3. Be entitled to recover any additional

costs, charges or losses GEEIQ sustains or incurs that arise directly or indirectly from such prevention or delay.

- 2.4. GEEIQ shall provide the Managed Services for no more than the Hours per Month set out in the Commercial Terms in any given calendar month. Should GEEIQ work less than the Hours per Month in any calendar month, the surplus time shall not be rolled over for the Client to utilise in any future calendar months. The Fee for Managed Services shall be fixed and payable to GEEIQ regardless of the amount of Hours per Month actually worked by GEEIQ.
- 2.5. The Managed Services provided are for the Client's use and benefit only and may not be passed on to any other person without GEEIQ's prior written approval, and subject to such conditions as we may impose at the time.

## **3. CHANGES TO THE SERVICES**

If the Client wishes to increase the number of Authorised User Logins which has been agreed with GEEIQ, the Client shall notify GEEIQ in writing. GEEIQ shall evaluate such request and promptly respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld) and the additional Fee payable. Where GEEIQ approves the request, GEEIQ shall activate the additional Authorised User Logins with effect from the start date of the next payment period as set out in Commercial Terms.

## **4. AVAILABILITY OF THE SERVICES**

- 4.1. GEEIQ shall, during the Initial Term and any subsequent Renewal Term, provide the Services to the Client on and subject to the terms of this Agreement.
- 4.2. GEEIQ shall use commercially reasonable endeavours to make the Platform Services available 24 hours a day, seven days a week and will endeavour to achieve a 99.5% uptime, except for:
- 4.2.1. planned maintenance carried out during the maintenance window of 2000 to 0700 UTC time; and
  - 4.2.2. unscheduled maintenance performed on a day which is not a Business Day

or between 1700 and 0900 UTC time on a Business Day, provided that GEEIQ has used reasonable endeavours to give the Client at least 4 hours' notice in advance.

## **5. CLIENT DATA**

- 5.1. The Client shall own all rights, titles and interests in all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.
- 5.2. In the event of any loss or damage to Client Data by GEEIQ, the Client's sole and exclusive remedy against GEEIQ shall be for GEEIQ to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by GEEIQ. GEEIQ shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.
- 5.3. GEEIQ shall, in providing the Services, comply with its privacy policy (GEEIQ Privacy Policy) relating to the privacy and security of the Client Data which shall be provided to the Client via the GEEIQ Platform, as such document may be amended from time to time by GEEIQ in its sole discretion.
- 1.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 6.4 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 1.2. Each Party confirms that there is no intention to transfer personal data (as defined in the Data Protection Legislation) between the Parties as part of GEEIQ's performance of the Services under this Agreement. If this changes, the Parties will agree appropriate terms and conditions in writing prior to the transfer of any such personal data between the parties.

## **2. THIRD-PARTY PROVIDERS**

The Client acknowledges that the Services may (i) include content from third-party websites, and (ii) enable or assist it to access the website content of and correspond with third parties via third-party websites, and that it does so solely at its own risk. The Client acknowledges that it shall not rely upon any third-party content included in the Services

and/or Platform, including but not limited to the accuracy of such third-party content. GEEIQ makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party content or website, or any transactions completed, and any contract entered into by the Client, with any such third-party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third-party, and not GEEIQ. GEEIQ recommends that the Client refers to the third-party's website terms and conditions and privacy policy prior to using the relevant third-party website. GEEIQ does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **3. NO FINANCIAL, TAX OR LEGAL ADVICE**

- 3.1. The Client acknowledges and shall not construe any information or guidance from the Services as legal, tax, insurance, investment or financial advice.
- 3.2. There may be situations where the Client requires tax advice. The Client shall not expect GEEIQ to and GEEIQ shall not advise on tax-related matters as part of the Services. It is the Client's responsibility to have independent tax advisors.
- 3.3. GEEIQ is not authorised by the Financial Conduct Authority, and therefore cannot provide any investment advice in any capacity. The Client should consult with a financial advisor, solicitor or other professional.

## **4. GEEIQ'S OBLIGATIONS**

- 4.1. GEEIQ will perform the Services with reasonable skill and care.
- 4.2. Clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to GEEIQ's instructions, or modification or alteration of the Services by any party other than GEEIQ or GEEIQ's duly authorised contractors or agents. If the Services do not conform with Clause 9.1, GEEIQ will, at its expense, use reasonable commercial endeavours to (a) correct any such non-conformance promptly, or (b) provide the Client with an alternative means of accomplishing the desired

performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of Clause 9.1. Notwithstanding the foregoing, GEEIQ:

- 4.2.1. does not warrant that the Client's use of the Services will be uninterrupted or error-free;
  - 4.2.2. does not warrant that the Services and/or the information obtained by the Client through the Services will meet the Client's requirements;
  - 4.2.3. is not responsible or liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
  - 4.2.4. is not responsible or liable for any non-conformance of the Services which is caused by failure of the Client, or a material change to, the Client's systems or a third-party's systems or platform to which the Client has given GEEIQ access for the purpose of the Services.
- 4.3. The Managed Services are based on GEEIQ's interpretation of the Background set out in the Commercial Terms at the time the Services are provided. Unless specifically agreed otherwise, GEEIQ:
- 4.3.1. is not obliged to update its guidance provided as part of the Services in respect of any changes to the Background;
  - 4.3.2. cannot guarantee the successful performance of any particular project in the market, or its market adoption by the wider public;
  - 4.3.3. does not undertake creative consulting;
  - 4.3.4. does not warrant that the Service provided in terms of suggestions, lists or other stakeholder suggestions, will be exhaustive, and that it will capture the ever-changing landscape of the Background's market, technicalities and

developments as they may arise; and

- 4.3.5. cannot guarantee the completion of any underlying project when that completion depends on the outsourcing of services to third parties.
- 4.4. This Agreement shall not prevent GEEIQ from entering into the same or similar agreements with third-parties, or from independently developing, using, selling or licensing documentation, products and/or services which are the same or similar to those provided under this Agreement.
- 4.5. GEEIQ warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.6. GEEIQ may subcontract the operational delivery of any part of the Services to be provided by any Affiliate or group company (the name of which will be confirmed to the Client).

## 5. CLIENT'S OBLIGATIONS

### 5.1. The Client shall:

- 5.1.1. in a timely and efficient manner, provide GEEIQ with:
  - 1.1.6.1. all necessary co-operation in relation to this Agreement; and
  - 1.1.6.2. all necessary access to such information or premises as may be required by GEEIQ;
- in order to provide the Services, including but not limited to Client Data, security access information and configuration services;
- 1.1.7. without affecting its other obligations under this Agreement, comply with all applicable laws (including anti-corruption and anti-bribery laws) and regulations, in particular any Financial Conduct Authority regulations and obligations with respect to its activities under this Agreement;
- 1.1.8. carry out all Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, GEEIQ may adjust any agreed timetable

- or delivery schedule as reasonably necessary;
- 1.1.9. ensure that the Authorised User Logins use the Services in accordance with this Agreement and be responsible for any Authorised User's breach of this Agreement;
  - 1.1.10. promptly notify GEEIQ of any breach or suspected breach of this Agreement, or misuse of the Services;
  - 1.1.11. obtain and shall maintain all necessary licences, consents (including, but not limited to, the consent (if required) of the Authorised User Logins), permissions and access necessary for GEEIQ, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
  - 1.1.12. ensure that its network and systems comply with the relevant specifications provided by GEEIQ from time to time;
  - 1.1.13. be solely responsible for ensuring that the Services are fit for its purpose and meet the needs of it; and
  - 1.1.14. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to GEEIQ's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 1.2. If GEEIQ's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, GEEIQ shall not be liable for any costs, charges or losses sustained or incurred by the Client to the extent that arise directly or indirectly from such prevention or delay.
- 2. CHARGES AND PAYMENT**
- 2.1. The Client shall pay the Fee according to the
- Payment Terms set out in Commercial Terms and this Clause 11.
- 2.2. GEEIQ will issue an invoice for the Fees at any time from the date of this Agreement and the Client shall pay such invoice within thirty days. For any Renewal Term, GEEIQ will issue the invoice for the Fees at any time from the date the Renewal Term is agreed and the Client shall pay such invoice within five (5) days.
  - 2.3. The Fee for the Platform Services and the Managed Services shall be included in the same invoice.
  - 2.4. If GEEIQ has not received payment on the due date, and without prejudice to any other rights and remedies of GEEIQ:
    - 2.4.1. GEEIQ may, without liability to the Client, disable the Client's access to all or part of the Platform Services and GEEIQ shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
    - 2.4.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
  - 2.5. All amounts and the Fee stated or referred to in this Agreement:
    - 2.5.1. non-cancellable and non-refundable;
    - 2.5.2. are exclusive of value added tax, which shall be added to any GEEIQ invoice at the appropriate rate; and
    - 2.5.3. shall be paid by the Client within 30 days of the date of any relevant invoice.
  - 2.6. GEEIQ shall be entitled to increase the Fee on an annual basis upon giving the Client at least 30 days' written notice. Nevertheless, on each anniversary of this Agreement, the Fee shall increase by the same rate as the UK's Consumer Price Index from the previous 12 months, as stated by the Office for National Statistics, and the increased Fee shall apply from the anniversary of this Agreement until the next anniversary.
  - 2.7. All amounts due under the Agreement from the Client to GEEIQ shall be paid by in full without any

set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 2.8. The Client shall reimburse GEEIQ for all reasonable expenses properly incurred in connection with travel, accommodation, subsistence and any other out-of-pocket costs arising from attendance at meetings, workshops or other events scheduled with or at the request of the Client. Such expenses shall be reimbursable without the need for the Client's prior approval, provided that the total expenses claimed in respect of any single meeting, workshop or event do not exceed the amount agreed separately by email (if any) between the parties. Expenses shall be invoiced to the Client and paid within five (5) Business Days of the Client being provided with receipts of the expense(s).

### 3. INTELLECTUAL PROPERTY RIGHTS

- 1.1. The Client acknowledges and agrees that GEEIQ and/or its licensors own all Intellectual Property Rights in the Services (including, but not limited to, the GEEIQ Platform and GEEIQ Data) and will retain all title to and ownership in them. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services. All related concepts, technical how-how and all modifications, customisations, revisions, bug fixes, enhancements, improvements and derivative works (collectively, the "**Derivative Works**") thereof developed by GEEIQ or anyone else, including all Intellectual Property Rights and, except for the expressed limited license granted hereunder, the Client shall have no rights in or claims with respect thereto. To the extent it shall be determined that the Client has any right in connection with the Services, the Client hereby irrevocably: (i) assigns to GEEIQ, whenever and in perpetuity, any right, title and interest, whether now existing or later arising, that the Client may have in or to the Services and/or related Intellectual Property Rights; and (ii) agree to take any lawful action, which GEEIQ

reasonably requests to vest or protect the Client's right, title and interest in the Services and any Derivative Works (at the Client's sole cost)

- 1.2. GEEIQ confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 1.3. Certain Intellectual Property Rights used or displayed in connection with the Services (including, without limitation, third-party trade marks) are the property of third parties. Such rights are used by GEEIQ for reference purposes only. GEEIQ has no obligation to obtain, and does not grant to the Client, any licence or right of use in respect of such third-party rights. It is the Client's sole responsibility to obtain any necessary permissions directly from the relevant third parties, subject to their requirements.
- 1.4. The Client shall own all Intellectual Property Rights in the Client Data, including any modifications, enhancements, or derivatives thereof, and will retain all title to and ownership in them. During the term of this Agreement, Client grants GEEIQ a limited, non-exclusive, non-transferable right and license to use Client Data solely as necessary to provide the Services and for no other purpose.

### 2. CONFIDENTIALITY

- 2.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall be deemed not to include information that:
  - 2.1.1. is or becomes publicly known other than through any act or omission of the receiving Party;
  - 2.1.2. was in the other party's lawful possession before the disclosure;
  - 2.1.3. is lawfully disclosed to the receiving party by a third-party without restriction on disclosure; or



- 2.1.4. is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 2.2. Subject to Clause 13.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third-party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 2.3. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its officers, employees or agents in violation of the terms of this Agreement.
- 2.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 13.4 it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 2.5. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party.
- 2.6. The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute GEEIQ's Confidential Information.
- 2.7. GEEIQ acknowledges that the Client Data is the Confidential Information of the Client.
- 2.8. Save as provided for in Clause 13.9, no Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent

jurisdiction.

- 2.9. The Client acknowledges and agrees that GEEIQ may make public statements (including on its website and in its marketing materials and otherwise) regarding GEEIQ's appointment by the Client to provide the Services to the Client, and that this shall not constitute a breach of this Agreement by GEEIQ, provided that if GEEIQ wishes to make any disclosure of Confidential Information other than a statement that it has been instructed to provide the Services to the Client or otherwise as permitted by this Clause 13, it must seek the prior written approval of the Client (not to be unreasonably withheld or delayed).

- 1.1. The above provisions of this Clause 13 shall survive termination of this Agreement, however arising.

## 2. INDEMNITY

- 2.10. The Client shall defend, indemnify and hold harmless GEEIQ against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services in breach of this Agreement or applicable law, provided that:
  - 2.10.1. the Client is given prompt notice of any such claim;
  - 2.10.2. GEEIQ provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
  - 2.10.3. the Client is given sole authority to defend or settle the claim.
- 2.11. In no event shall GEEIQ, its employees, agents and sub-contractors be liable to the Client to the extent that any claim as a result of an alleged infringement of third party rights is based on:
  - 2.11.1. a modification of the Services by anyone other than GEEIQ; or
  - 2.11.2. the Client's use of the Services in a manner contrary to the instructions given to the Client by GEEIQ; or
  - 2.11.3. the Client's use of the Services after notice of the alleged or actual

infringement from GEEIQ or any appropriate authority.

### 3. LIMITATION OF LIABILITY

- 3.1. Except as expressly and specifically provided in this Agreement:
  - 3.1.1. GEEIQ shall have no liability for any loss as a result of assistance and support from the Managed Services.
  - 3.1.2. The Client assumes sole responsibility for the configuration of the Services with its own systems. GEEIQ shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to GEEIQ by the Client in connection with the Services, or any actions taken by GEEIQ at the Client's direction;
  - 3.1.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;
  - 3.1.4. the Services are provided to the Client on an "as is" basis; and
  - 3.1.5. the Client assumes sole responsibility for the Authorised User Logins, and GEEIQ shall have no liability in respect thereof.
- 3.2. Nothing in this Agreement excludes the liability of a Party:
  - 3.2.1. for death or personal injury caused by that Party's negligence;
  - 3.2.2. for fraud or fraudulent misrepresentation; or
  - 3.2.3. for any other liability that cannot be excluded or limited by applicable law.
- 3.3. Nothing in this Agreement excludes the Client's liability:
  - 3.3.1. in respect of the breach by the Client or any of its personnel of the duties of confidentiality contained

in the Agreement; and

- 3.3.2. Under the indemnity in Clause 14.

- 3.4. Subject to Clauses 15.1, 15.2 and 15.3:

- 3.4.1. Neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any Consequential Loss however arising under this Agreement; and
- 3.4.2. Each Party's total aggregate liability in contract (except in respect of the indemnity at Clause 14.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fee paid by the Client to GEEIQ pursuant to this Agreement during the 12 months immediately preceding the date on which the claim arose.

### 4. TERM AND TERMINATION

- 4.1. This Agreement shall commence on the Start Date and will continue until the end of the Initial Term whereby this Agreement will automatically renew for the Renewal Term and continue to automatically renew for the period of the Renewal Term, unless either Party notifies the other Party of termination in writing at least 30 days before the end of the Initial Term or Renewal Term, as applicable, in which case this Agreement shall terminate upon the expiry of the Initial Term or Renewal Term, as applicable, or as otherwise terminated in accordance with the provisions of this Agreement.
- 4.2. For each renewal or extension, the Fee shall automatically increase by 8% from the previous period unless otherwise agreed in writing.
- 4.3. Without affecting any other right or remedy available to it, GEEIQ may terminate this Agreement:
  - 4.3.1. if the Client fails to pay any amount under this Agreement on the due

- date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 4.3.2. if there is a change of control of the Client, meaning a sale of more than 50% of the Client's share capital, a sale of substantially all the assets of the Client or a change in most of the board members of the Client; or
  - 4.3.3. if a suspected breach as set out in clause 2.5 is not remedied within 10 days from the date that GEEIQ informs the client about the suspected breach.
- 4.4. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 4.4.1. the other Party commits a material breach of any other term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - 4.4.2. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - 4.4.3. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
  - 4.4.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - (v) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - (vi) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (vii) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - (viii) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vii) (inclusive); or
  - (ix) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - 4.4.5. the other party fails to comply with all applicable laws (including anti-corruption and anti-bribery laws) or regulations or if the other party becomes subject to sanctions imposed by a state in which a party is registered, established or otherwise conducts its activities.
- 4.5. On termination of this Agreement for any reason:
- 4.5.1. all licences granted under this

Agreement shall immediately terminate and the Client shall immediately cease all use of the Services;

- 4.5.2. the Client shall immediately pay any outstanding amounts owed to GEEIQ under this Agreement;
- 4.5.3. each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party;
- 4.5.4. GEEIQ may destroy or otherwise dispose of any of the Client Data in its possession in accordance with this Agreement, unless GEEIQ receives, no later than ten working days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. GEEIQ shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by GEEIQ in returning or disposing of Client Data;
- 4.5.5. the Client shall erase, destroy or otherwise dispose of any GEEIQ Data which it has copied or downloaded in the course of receiving the benefit of the Services; and
- 4.5.6. any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **5. FORCE MAJEURE**

GEEIQ shall have no liability to the Client

other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of GEEIQ or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, pandemic or epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of GEEIQs or sub-contractors, provided that the Client is notified of such an event and its expected duration.

## **6. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **7. WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **8. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **9. SEVERANCE**

- 9.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and

enforceability of the rest of this Agreement.

- 9.2. If any provision or part-provision of this Agreement is deemed deleted under Clause 21.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **10. ENTIRE AGREEMENT**

- 10.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter (which includes, but is not limited to, confidentiality and non-disclosure agreements).
- 10.2. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 10.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

## **11. ASSIGNMENT**

- 11.1. The Client shall not, without the prior written consent of GEEIQ, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 11.2. GEEIQ may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **12. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to or

shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **13. THIRD-PARTY RIGHTS**

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **14. NOTICES**

- 14.1. Any notice required to be given under this Agreement shall be in writing sent by email to the other Party's email address as set out in the Commercial Terms, or such other address as may have been notified by that Party for such purposes.
- 14.2. Notice shall be deemed to be delivered at the time of transmission (as shown in the sender's email account).

## **15. NON-SOLICITATION**

Neither Party shall, without the prior written consent of the other Party, at any time from the Start Date to the expiry of 12 months after the termination of this Agreement, solicit or entice away from the other Party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other Party in relation to the receipt or provision of the Services. This clause shall not apply to any offer of employment where an individual has responded to a general advertisement for employment not targeted at the specific individual.

## **16. SURVIVAL**

Any provision of this Agreement that

expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

## **17. DISPUTE RESOLUTION**

**17.1.** If any dispute arises in connection with this Agreement, GEEIQ Contact and Client Contact will, within 14 days of a written request from a Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not wholly resolved at that meeting, the matter shall be referred to a director of GEEIQ and the Client. If the matter is still not resolved the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre of Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties within 14 days of notice of the mediation, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice) to the other Party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start no later than 28 days after the date of the ADR notice.

**17.2.** The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

## **18. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has to the other at least one executed counterpart.

## **19. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or 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.

## **20. JURISDICTION**

Each Party irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).