

TERMS AND CONDITIONS OF PURCHASE OF SERVICES

This Agreement is made between:

| | "Client" | "Supplier" |
|--------------------------------|----------|---|
| Full Company Name | | Search Johnston Ltd t/a Kaiasm |
| Having its UK Office at | | Hillmarton, Ridgeway, Frome BA11 4NT |
| Company number (if applicable) | | 07370347 |

This Agreement shall comprise the following:

1. This signature sheet
2. The schedule entitled "Agreement for Purchase of Services Schedule"
3. Search Johnston's Terms and Conditions of Services (the "Terms and Conditions")

| | "Client" | "Supplier" |
|-----------------------------------|----------|------------|
| Signature of authorised authority | | |
| Name | | |
| Position | | |
| Date | | |

1. Interpretation

- a. In this Agreement:
 - i. references to clauses and schedules are the clauses of and schedules to this Agreement;
 - ii. references to any gender includes any other gender and the singular includes the plural and vice versa;
 - iii. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - iv. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
 - v. where any matter is to be agreed, such agreement must be recorded in writing; and
 - vi. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.

2. Client Materials

- a. The Client shall provide to the Supplier the Client Materials promptly where requested by the Supplier. The Client acknowledges that the Supplier will not be able to perform the Services until the Client receives the Client Materials and the Supplier shall not be liable for any delay in providing the Services caused by a failure of the Client to provide the Client Materials promptly when requested.
- b. The Client shall ensure that it either owns or has a licence for the Intellectual Property Rights in the Client Materials to permit the Supplier to carry out the Services on the Client Materials.
- c. The Client indemnifies and keeps indemnified the Supplier against any loss, claim, costs or damages (including reasonable legal costs) arising from or in connection with any claim by a third party that performing the Services in relation to the Client Materials infringes any Intellectual Property Rights.

3. Performance

- a. The Supplier shall:
 - i. provide the Services and Deliverables to the Client pursuant to this Agreement as specified in the Schedule; and
 - ii. in carrying out the Services, comply with any reasonable instructions given by the Client.

4. Warranties

- a. Both parties warrant that they have the full power and authority to enter into this Agreement.

5. Charges, Payment and Invoicing

- a. The price payable for the Services and Deliverables shall be as stated in the Schedule, and unless otherwise stated shall be exclusive of any applicable value added tax (which shall be payable by the Client subject to receipt of a VAT invoice)
- b. The Client will pay for the Services and Deliverables no later than 30 days from date of invoice (the "Due Date").
- c. If any sum not paid by the Due Date, interest shall become payable on that sum from the due date until payment is made in full, at a rate of 2% per calendar month above HSBC Bank base rate as set from time to time.
- d. The Supplier may increase the price, on notice to the Client, to the extent of any increase to the Retail Price Index (RPI).

6. Confidentiality

- a. Each party shall keep the Confidential Information of the other party confidential and, subject to this Section 6, not disclose the Confidential Information to any person.
- b. A party may disclose or allow disclosure of the other party's Confidential Information:
 - i. To its employees, contractors and professional advisors to the extent necessary to enable the party to perform or enforce any of its duties and rights under this Agreement;
 - ii. Where disclosure is required by law or by a court or tribunal of competent jurisdiction;
 - iii. To the extent that the Confidential Information has become publicly available or generally known to the public at the time of the disclosure otherwise than as a result of a breach of this Section 6(b);
- c. The Supplier may disclose Confidential Information of the Client to professional advisors and any purchaser or potential purchaser of the Supplier or any part of the Supplier's business, provided that the Supplier ensures that such professional advisors, purchasers or potential purchasers are bound by a duty of confidentiality no less onerous than in this Section 6.
- d. The Supplier may refer to this Agreement and the Services it is providing to the Client in case studies and publicity. However, the Supplier will ensure that such information is made anonymous for publicity purposes except where the Client has agreed to the disclosure.

7. Intellectual Property Rights

- a. Each party shall acquire no rights or interests in any Intellectual Property Rights of the other party by virtue of this Agreement.
- b. Each party shall make no use whatsoever of any Intellectual Property Rights of the other party unless authorised in advance in writing to do so by the other or as permitted under this Agreement. If and to the extent that a party is authorised , they warrant, represent and undertake that they shall:
 - i. only use such Intellectual Property Rights as authorised, for the specified purposes authorised and no other purposes whatsoever; and
 - ii. comply with the directions from time to time issued by the authorising party about the use of the authorising party's Intellectual Property Rights.
- c. The Client grants to the Supplier a non-exclusive, royalty-free licence for the term of this Agreement to use, copy and input the Client Data for the purposes of carrying out the Services.
- d. The Supplier grants to the Client a non-exclusive, royalty-free, perpetual non-transferable licence to use, copy, develop and modify the Deliverables for or in connection with the Client's business.
- e. For the avoidance of doubt, the know-how, copyrights, techniques or principles used which are the property of the Supplier at the start of or developed during the course of the Services shall remain the property of the Supplier.

8. Insurance

- a. The Supplier shall effect with a reputable insurance company and keep in effect for the term of this Agreement public liability insurance and professional indemnity insurance. Each policy shall be effected for no less than £5,000,000.

9. Term

- a. This Agreement shall be deemed to have commenced on the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term.

10. Termination

- a. Either party may terminate this Agreement immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party:
 - i. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;
 - ii. if the other party is in material breach of any of the terms of this Agreement and, where remedial, has failed to remedy that breach within 30 days of being notified in writing of it;
 - iii. if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or
 - iv. if the other party's financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.
- b. Termination of this Agreement (or any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.
- c. The Supplier will destroy or return, at its election, the Client Materials on expiry or termination of this Agreement.
- d. Sections 1, 2.c), 6, 7, 0, 12, 0 shall survive termination or expiry of this Agreement.

11. Force Majeure

- a. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- b. If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that it promptly notifies the other party ("unaffected party") of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.
- c. If the Force Majeure persists for a period of 28 days or longer, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability.

12. Data Protection

- a. Neither party will process personal data, as defined in DPA and GDPR, belonging to the other party.

13. General Provisions

- a. This Agreement and all documents referred to in it constitutes the parties' complete agreement relating to its subject matter and supersedes any previous agreements or arrangements between the parties relating to the same subject matter and, save for fraudulent misrepresentations, neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement made by any agent or person on behalf of such party that is not contained in this Agreement.
- b. No amendment or variation of this Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative for each party to this Agreement.
- c. Both parties intend and agree that the legal relationship created by this Agreement is one of the provision of independent specialist services. Nothing in this Agreement shall give rise to the presumption that the Supplier is an employee of the Client.
- d. Neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party, except that a Party may (i) assign this Agreement to any entity that acquires all or substantially all of such Party's assets or its business that is the subject hereof, or (ii) upon written notice to the other Party, assign this Agreement to any entity that is owned by such Party.
- e. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- f. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- g. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect, provided that the fundamental terms and conditions of this Agreement (including, without limitation, Section 5.d) remain legal and enforceable
- h. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- i. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) to the addresses of each party as set out on the signature page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.

- j. Notices shall be deemed to have been duly given as follows:
 - i. If delivered personally, upon delivery;
 - ii. If sent by post, two clear days after the date of posting;
 - iii. If either party notifies the other party of a change to its details for the purposes of Clause 0(i), such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
- k. If the address for service of notices under Clause 0(i) is outside the United Kingdom, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within the United Kingdom on the Supplier's behalf. Any notices sent to the Supplier in accordance with this Clause 0(i) are deemed given in accordance with Clause 0(j).
- l. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- m. The total liability of the Supplier under this Agreement, whether in contract, tort or otherwise, shall be limited in aggregate to the total price paid under this Agreement.
- n. The Supplier's liability excludes any indirect or consequential loss arising from or in connection with this agreement.
- o. The Client must bring any claim against the Supplier within 12 months of completion of the Services otherwise the Supplier shall not have any liability to the Client.

14. Definitions

- a. "Agreement" is as defined on the signature sheet;
- b. "Client Materials" means all data and materials supplied by the Client to the Supplier for the purposes of enabling the Supplier to deliver the Services;
- c. "Commencement Date" means the date set out in the Schedule in respect of the Services of the second signature to the signature sheet of this Agreement.
- d. "Confidential Information" means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format.
- e. "Deliverables" means all documents, products and materials created or developed by the Supplier for the Client pursuant to the Service, excluding any Supplier Materials, under or in connection with this Agreement, as may be set out in the Schedule and as may be updated by agreement between the parties from time to time.
- f. "DPA" means the Data Protection Act 1998 and any subordinate legislation and regulations relating to data protection and privacy having effect in England.
- g. "Force Majeure" means any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations.
- h. "GDPR" means the General Data Protection Regulation 2016 and any subordinate legislation and regulations relating to data protection and privacy having effect in England.
- i. "Good Industry Practice" means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;
- j. "Group Companies" shall mean and include any company which in relation to either party is a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by Section 1159 of the Companies Act 2006 (as amended).
- k. "Initial Term" means the period specified as such in the Schedule;
- l. "Intellectual Property Rights" means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.

- m. "Minimum Notice Period" means the minimum period of notice to be served by either party to terminate this Agreement as set out in the Schedule (and if none is specified 12 months);
- n. "Retail Price Index (RPI)" means the retail price index, or its successor index, as published by the UK Office for National Statistics or any successor department from time to time.
- o. "Schedule" means the schedule attached to this Agreement.
- p. "Services" means the services as specified in the Schedule and all other services supplied by the Supplier to the Client under or in connection with this Agreement.
- q. "Supplier Materials" mean the tools, software and materials owned or licensed by the Supplier and used in delivering the Services.
- r. "Timetable" means any timetable expressly set out or referred to in this Schedule or otherwise agreed between the parties from time to time and relating to the performance of the Services and/or delivery of any Deliverables.

Agreement for Purchase of Services Schedule

Deliverables:

The Supplier will provide the client with:

(i)

Timetable:

Commencement date:

.....

The initial term of this contract will be for XX months from the Commencement Date.

Fees:

The fees payable to the Supplier are as follows:

Invoices:

Fees for the project will be invoiced in monthly instalments, the first instalment to be invoiced immediately on commencement, and subsequent instalments to be invoiced once each month thereafter.

Assuming no variation due to inflation as set out in clause 5(d):

The monthly instalments will be of £X excluding VAT