

General Business Terms and Conditions

Gavdi UK Ltd

Company no. 7455508

Adam House, 7-10 Adam Street, London WC2N 6AA

The United Kingdom

Hereinafter referred to as Gavdi,

§1 Definitions

In this Agreement, these words and expressions have these meanings:

“Arbitration Court”	means the London Court of International Arbitration
“Agreement”	means these General Business Terms and Conditions.
“Applicable Law”	means the applicable laws of The United Kingdom.
“Customer”	means CUSTOMER NAME and, in relation to any Statement of Work, any affiliate or subsidiary of CUSTOMER NAME which may enter into a Statement of Work with Gavdi.
“Confidential Information”	means any information which, given the nature of the information and/or the circumstances of disclosure, the Recipient has reason to know the disclosing Party considers confidential, in whatever form that it is disclosed by or on behalf of one Party to the other Party, whether or not marked as confidential. Confidential Information includes, without limitation, such information relating to software, hardware, computer programs, technical drawings, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, and information received from others that the disclosing Party is obliged to treat as confidential.
“Conflict of Interest”	includes, but is not limited to, any situation or circumstance where in relation to the performance of its contractual obligations in a Statement of Work, a Party’s and its personnel’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or

	could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
"Custom Developed Software"	means, collectively, all computer code and associated documentation, recorded in any form or upon any medium, originally developed or created by Gavdi as specified in the Statement of Work specifically for use by the Customer, and (a) includes all developments and modifications to such computer code developed or created by Gavdi for the Customer from time to time as specified in a subsequent writing agreed upon by the Parties, and (b) includes all algorithms, flowcharts, formulae, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, operational instructions, processes, scripts (including any application program interfaces), commands, syntax, and the literal and non-literal expressions of ideas that access, direct, manipulate, or operate the Custom Developed Software.
"Intellectual Property Rights"	means any and all right, title and interest in and to trademarks, trade secrets, patents, inventions (whether patentable or not), copyrights, moral rights and any other intellectual or industrial property rights protected or protectable under the laws of The United Kingdom, or any other country, including any intellectual property rights protected by legislation or by common law.
"Normal Working Hours"	means weekdays between 08.00 and 18.00 excluding weekends and public holidays of The United Kingdom.
"Parties"	means the Customer and Gavdi collectively.
"Party"	means the Customer or Gavdi individually.
"Personnel"	means (a) collectively, in the case of Gavdi, individuals who provide services to Gavdi or any of its subcontractors in connection with a Statement of Work, whether as employees or independent contractors, and individuals who are assigned by Gavdi to perform Services pursuant to a Statement of Work; and (b) collectively, in the case of the Customer, individuals who provide services to the Customer or any of its subcontractors, whether as employees or independent contractors.
"Recipient"	means, in relation to a Party, its directors, officers, employees, sub-contractors and professional advisers who need to receive and consider the Confidential Information for the purposes of this Agreement including, in the case of Gavdi, such persons of the Gavdi Group.
"Services"	means all services and work to be provided or performed pursuant to a Statement of Work by Gavdi and those for whom Gavdi is responsible.
"Statement of	means a contract for the performance of Services constituted by a document entered into by the Parties pursuant to this Agreement, which incorporates by reference the terms of this

Work” Agreement. A Statement of Work includes all change orders made to it.

§2 Validity

- 2.1 These General Business Terms and Conditions apply to the services and products, which Gavdi delivers to the Customer unless otherwise agreed in writing.
- 2.2 Gavdi includes employees and managers in Gavdi, as well as any subcontractors agreed upon between Gavdi and the Customer.

§3 Legal Relationships amongst the Parties and third parties

- 3.1 Neither Party shall have the power or authority to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Gavdi shall not hold out itself, or any of its Personnel, as an agent, employee or partner of the Customer. Nothing in this Agreement or any Statement of Work shall have the effect of creating an agency, employment or partnership relationship between the Customer and Gavdi (or any of Gavdi’s Personnel, agents, partners, affiliates, volunteers or subcontractors). Gavdi is solely responsible for all legally required employer and employee contributions and deductions, compensation and benefits for itself and its Personnel.
- 3.2 Gavdi shall be entitled to use subcontractors. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Customer. Gavdi agrees that it is liable for the acts and omissions of its subcontractors. Gavdi shall advise these individuals and entities of its obligations under this Agreement and under the Statement of Work and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with this Agreement and the Statement of Work generally.
- 3.3 If the Customer undergoes a change in control, the Customer shall disclose such change in control to Gavdi within fourteen (14) days of such change in control.
- 3.4 Each Party shall require each of its Personnel to:
 - (a) avoid any Conflict of Interest in the performance of its contractual obligations;
 - (b) disclose to the other Party without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations
 - (c) co-operate in good faith to resolve any Conflict of Interest

§4 Fee and billing

- 4.1 All prices are in **CURRENCY** and excl. VAT.
- 4.2 VAT will be added to each invoice in accordance with the applicable law
- 4.3 Gavdi’s fee is based on the number of working hours spent on tasks by consultants. An alternate fee model, e.g. fixed price or shared risk can be arranged by separate agreement.
- 4.4 Services are delivered within Normal Working Hours.
- 4.5 If, on the Customer’s request and Gavdi’s written agreement, the Services are to be delivered outside of Normal Working Hours, the following applies:

- Weekdays outside of normal working hours is calculated at 1,5 time the cost of normal hours
 - Other timings, including Weekends and bank holidays, are calculated at 2 times the cost of normal hours.
- 4.6 Assignment-related costs and expenses, including fees, reasonable travel and accommodation expenses, larger copy and shipping expenses will be agreed up front and reimbursed by the Customer as per the Gavdi invoice. Mileage will be settled according to local State Rates and travel time billed as 50% of the hourly rate. Subsistence allowances will be settled according to local State Rates.
- 4.7 The Customer is responsible for ordering flight tickets and hotels for agreed overseas trips.
- 4.8 Billing occurs monthly in arrears. In cases where Gavdi undertakes external expenses of over **GBP 2.000** for individual items, Gavdi will bill these in advance.
- 4.9 All amounts payable under this Agreement, which are not the subject of a good faith dispute, shall be paid in full within thirty (30) days of the date of receipt of Gavdi's invoice. If undisputed amounts are not paid in a timely manner, Gavdi reserves the right to:
- (a) suspend the performance of Services
 - (b) and/or terminate this Agreement and/or the applicable Statement of Work(s)
- 4.10 The invoice amount is payable in full without any consideration to local taxes in the Customers domicile country. The Customer's obligation to pay all outstanding invoices remains in force even though Gavdi exercises its rights to suspend or terminate a delivery due to missing payment by the Customer.
- 4.11 Gavdi will provide an invoice, which includes, but is not limited to, a specified Customer purchase order number and billing per consultant.

§5 Confidentiality

- 5.1 Subject to Section 5.4 herein, each Party undertakes to the other that in respect of the Confidential Information of the other Party it will:
- (a) treat the Confidential Information as confidential
 - (b) use at least the same degree of care to protect the Confidential Information as it uses to protect its own Confidential Information of a like nature, but in any event, it shall not use a standard of care that is less than a reasonable standard of care
 - (c) not disclose the Confidential Information to anyone other than its Recipients without the prior written consent of the other Party
 - (d) not use the Confidential Information for any purpose other than in relation to the purpose
 - (e) not remove any confidentiality, copyright or other proprietary rights notices from any of the Confidential Information
- 5.2 Each Party will inform its Recipients of the confidential nature of the Confidential Information of the other Party and the purpose for which it may be used and will procure such Recipients compliance with the terms of this Agreement.
- 5.3 Neither Party will be under any obligation to keep confidential any Confidential Information that it can demonstrate:

- (a) is in the public domain other than as a result of being disclosed in breach of this Agreement
 - (b) was independently developed by the Party
 - (c) was received from a source not connected with the other Party at a time when that source, so far as the receiving Party was reasonably aware, was not under any obligation of confidence in respect of the Confidential Information
 - (d) was known to that Party before the date of this Agreement and that Party was not under any obligation of confidence in respect of the Confidential Information at that time
- 5.4 The Recipient may disclose Confidential Information of the disclosing Party if and to the extent that it is required to do so by any law or by any court or regulatory agency or authority, provided that to the extent that it is permitted to do so, the Recipient:
- (a) notifies the disclosing Party as soon as possible upon becoming aware of any such requirement
 - (b) co-operates with the disclosing Party's efforts, at the disclosing Party's reasonable expense, to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed
- 5.5 All written material, which the Customer makes available to Gavdi in connection with execution of an assignment, remains the property of the Customer and shall be returned (in the case of hard copy documents) or destroyed (when related to electronically held information) on completion of the assignment.
- 5.6 In relation to information held by Gavdi, Gavdi confirms that it complies with applicable data privacy legislation in terms of the holding of, use, processing of and the purging of all information received from the Customer.

§6 Intellectual Property Rights

- 6.1 All Intellectual Property Rights shall remain the sole property of and be retained by each Party and each third party that owned such rights immediately prior to commencement of a Statement of Work. During the performance of the Services, each Party grants to the other Party (and subcontractors if necessary) a temporary, non-exclusive license to use, reproduce, and modify the other Party's pre-existing Intellectual Property solely as needed to perform its obligations in connection with the Services.
- 6.2 Neither Party shall reverse engineer, decompile or disassemble, distribute, transfer, sublicense, rent, lease, or lend the other Party's pre-existing Intellectual Property except as permitted by this Agreement.
- 6.3 All software that a Party licenses from a third party will be and remain the property of such third party or such third party's licensors and shall be subject to the terms and conditions of the applicable license. It is understood that the Customer shall directly procure licenses from any third party incorporated in the deliverable(s) and/or used by Gavdi in performing the Services. In the event Gavdi provides the Customer with access to or use of software directly licensed by Gavdi from third parties, the Customer shall be responsible for:
- (a) complying with all applicable third party license agreements
 - (b) indemnifying, defending, and holding Gavdi and its directors, officers, agents, employees, members, subsidiaries and successors in interest harmless from any breach by the Customer of such license agreements

- (c) treating all such software as Confidential Information of Gavdi. In the event Gavdi procures and includes third party IP in certain of the deliverables under a Statement of Work, the Parties agree that Gavdi shall provide the applicable third party IP license(s) and obtain the Customer's prior consent to incorporate such third Party IP in the deliverables by means of email communication or other document (i.e., Statement of Work, Statement of Work amendment, Change order, etc.)
- 6.4 Gavdi acknowledges that Customer shall have and continue to retain all right, title and interest, including all Intellectual Property Rights, in and to all Customer materials, all assets acquired or held by Customer prior to the project start date or during the project term, and all assets provided by Customer to Gavdi in connection with each Statement of Work. Gavdi shall not acquire by virtue of this Agreement or any Statement of Work, any right, title or interest, including any Intellectual Property Rights, in or to any Customer materials.
- 6.5 All Intellectual Property Rights in Custom Developed Software shall vest in and remain the property of the Customer. Gavdi shall have no right in or to any such Intellectual Property Rights in the Custom Develop Software, except any right that may be granted in writing by the Customer.
- 6.6 The rights to Custom Developed Software shall arise upon the completion of all payments by the Customer to Gavdi pursuant to the Statement of Work.
- 6.7 The Customer acknowledges that Gavdi shall be entitled to use in its business, and for purposes of developing and incorporating into other works and licensing such works to others, any concepts, ideas or know-how that are developed or created by Gavdi in the course of providing the Services, but only to the extent they are of a generic technical nature and are not specific to the operation and activities of the Customer.

§7 Warranties

- 7.1 Gavdi warrants that the Services will not violate or in any way infringe any third party rights. In case of the Services violate or infringe any third-party rights, Gavdi shall keep the Customer fully and effectively indemnified against all losses, expenses, and damages suffered by the Customer due to such violation or infringement.

§8 Responsibility, limitation and insurance

- 8.1 Gavdi is responsible for the delivered Services in accordance with the Applicable Law.
- 8.2 Gavdi's total liability for damages and payments is to a maximum of 2 times payments made by the Customer in relation to an assignment not exceeding up to the preceding 12 months.
- 8.3 Gavdi is not responsible for indirect loss or consequential damage, including consequential loss, loss of data, loss of profit, goodwill, image etc.
- 8.4 Gavdi is not responsible for any mistakes or errors made by any third-party advisors, who Gavdi refers to the Customer. It is the Customer's responsibility to verify the third party and enter in to a separate agreement with them. This does not include independent contractors used by Gavdi, from time to time, and who, in effect, act as 'Gavdi' in Customer engagements.

§9 Amendments

- 9.1 Any changes to this Agreement shall only be made by written amendment. Any changes to a Statement of Work shall only be made by written amendment signed by the Customer and

Gavdi.

§10 Applicable Law and Venue

- 10.1 In the event of dispute or violation, the Parties must jointly at management level and possibly through using an alternative conflict solution method, including mediation, seek wherever possible, an amicable solution to any disputes that may occur.
- 10.2 These business terms are governed by the defined Applicable Law.
- 10.3 Any dispute or litigation arising in relation to these business terms and conditions shall, after an attempt to mediate, be determined by the defined Arbitration Court.

§11 Effective date of the Agreement

- 11.1 This Agreement is valid from the moment of its signing by the Customer.

§12 Signature

Each of the undersigned represents and warrants, to be duly authorized to enter into this Agreement and agrees to be bound by the terms and conditions set forth in this Agreement.

Address, xx. Month Year

On behalf of the Customer

Name
Title

Name
Title