

IGNYS LTD

TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8.1 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these conditions.

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.6.

Contract: the contract between Ignys and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from Ignys.

Customer Default: has the meaning set out in clause 4.2.

Deliverables: the deliverables set out in the Specification produced by Ignys for the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Customer's written acceptance of Ignys's proposal whether by email, signing these terms or by the provision of the Customer's purchase order.

Services: the services, including the Deliverables, supplied by Ignys to the Customer as set out in the Specification.

Specification: the description or specification of the Services and Deliverables provided in writing by Ignys to the Customer.

Supplier: Ignys Ltd (**Ignys**) registered in England and Wales with company number 10884767.

Supplier Materials: has the meaning set out in clause 4.1(f).

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) 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.
- (c) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Ignys issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by Ignys, and any descriptions or illustrations contained in Ignys's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any estimate or proposal given by Ignys shall not constitute an offer and is only valid for a period of 40 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 Ignys shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 Ignys shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Ignys reserves the right to amend the specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Ignys shall notify the Customer in any such event.

3.4 During the delivery of the Services, Ignys may determine that it is not possible or practical to meet the Specification in whole or in part. In such circumstances, Ignys shall advise the Customer who shall work with Ignys in good faith and using its reasonable endeavours to agree a revised Specification and if no agreement is reached on any change to the Specification the Customer shall pay for all the Services delivered to that point and then the contract will be terminated.

3.5 Ignys does not guarantee that prototypes will function without adjustment or modification or that components it uses are suitable and nor is Ignys responsible for any inaccuracies in the data available about such components. Ignys accepts no liability for prototype costs which shall be met by the Customer.

3.6 Any data packs supplied by Ignys are for development purposes only. Where the Customer intends to engage in volume manufacturing the specific requirements to enable this must be set out in the Specification.

3.7 Ignys warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with Ignys in all matters relating to the Services;
- (c) provide Ignys, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Ignys;
- (d) provide Ignys with such information and materials as Ignys may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) keep all materials, equipment, documents and other property of Ignys (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to Ignys, and not dispose of or use Ignys's Materials other than in accordance with Ignys's written instructions or authorisation; and
- (g) comply with any additional obligations as set out in the Specification.

4.2 If Ignys's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Ignys shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Ignys's performance of any of its obligations;
- (b) Ignys shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Ignys's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse Ignys on written demand for any costs or losses sustained or incurred by Ignys arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be calculated on a time and materials basis unless a different charging structure has been agreed in writing:

- (a) the Charges shall be calculated in accordance with Ignys's hourly fee rates, as set out in the Specification;
 - (b) Ignys's hourly fee rates for each individual are calculated on the basis of a 7.5 hour day from 9.00 am to 5.30 pm worked on Business Days;
 - (c) Ignys shall be entitled to charge an overtime rate of 50 per cent of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b); and
 - (d) Ignys shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Ignys engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Ignys for the performance of the Services, and for the cost of any materials.
 - (e) Ignys shall be entitled to charge for work done in excess of any estimate given provided that the Customer has been notified and has not within 5 Business Days of such notification requested that further work stop.
 - (f) Ignys applies a handling fee to all purchases it makes relating to the Services that is 20% of the base cost.
- 5.2 Ignys reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date.
- 5.3 Ignys shall invoice the Customer monthly in arrears or on the achievement of milestones defined with the Specification or otherwise as agreed in writing with the Customer.
- 5.4 The Customer shall pay each invoice submitted by Ignys:
- (a) within 10 days of the date of the invoice or in accordance with any credit terms agreed by Ignys and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Ignys, and time for payment shall be of the
- essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Ignys to the Customer, the Customer shall, on receipt of a valid VAT invoice from Ignys, pay to Ignys such additional amounts in

respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.6 If the Customer fails to make a payment due to Ignys under the Contract within 10 days of the due date, then, without limiting Ignys's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.7 The Customer acknowledges that once a project commencement meeting has been scheduled Ignys will allocate resource to deliver the Services. The Customer may reschedule a project commencement meeting on giving not less than 30 days' notice prior to the date scheduled. If less than 30 days' notice to reschedule a project meeting is given by the Customer Ignys may charge up to £450 per day from the original date to the rescheduled date.
- 5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Customer provided that all invoices have been paid in full.
- 6.2 Ignys grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.3 The Customer grants Ignys a fully paid-up, non-exclusive, royalty-free, nontransferable licence to copy and modify any materials provided by the Customer to Ignys for the term of the Contract for the purpose of providing the Services to the Customer.
- 6.4 The Customer shall notify Ignys immediately and prior to the project commencement meeting if any aspect of the Specification or Deliverables that will form the Services provided by Ignys will use any product or service that

incorporates Intellectual Property that is not owned by the Customer and shall provide full details of such Intellectual Property and the basis on which the Customer has the right to use such Intellectual Property which it does not own. Ignys will not verify such information and will be entitled to rely on the Customer's representations in relation to such Intellectual Property. The Customer shall indemnify Ignys in respect of any losses Ignys may incur as a result of any action taken by the owner of Intellectual Property in any product or service the Customer requires Ignys to use in any aspect of the Specification or Deliverables that will or have formed the Services delivered by Ignys to the Customer.

6.5 The Customer shall use its best endeavours to ensure that their product and its developments do not infringe upon existing patents, design registrations or any other forms of Intellectual Property which the Customer does not own, have a valid licence to use. The Customer shall indemnify Ignys in respect of any losses Ignys may incur as a result of any action taken by the owner of Intellectual Property used by the Customer in its product or service without licence.

6.6 The Customer acknowledges that Ignys may use Intellectual Property Rights owned by Ignys and created prior to the Commencement Date (**Ignys IPR**) in the provision of the Services or the Deliverables. Upon payment in full of all sums due to Ignys by the Customer Ignys shall grant to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Ignys IPR for the purposes of the Services and Deliverables as set out in the Specification but may not otherwise exploit the Ignys IPR without prior written agreement from Ignys.

6.7 All Intellectual Property rights and materials created by Ignys and relating to the Services provided by Ignys remain the property of Ignys until the Customer has paid all sums due under the Contract. Upon payment in full Ignys shall transfer the ownership of Intellectual Property which the Customer has paid for under the Contract and the Customer thereafter shall grant to Ignys a fully paidup, worldwide, non-exclusive, royalty-free licence to use the Intellectual Property in its business.

7. DATA PROTECTION

7.1 The following definitions apply in this clause 7:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation

((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

- 7.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 7.4 Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 7.5 Without prejudice to the generality of clause 7.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data,

appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.6 The Customer consents to the Supplier appointing a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause

7.6.

7.7 Either party may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Ignys has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim (the "Insurance"). Ignys has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover Ignys has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

8.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 8.5 The caps on Ignys's liabilities shall be reduced by:
- (a) payment of an uncapped liability;
 - (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- 8.6 Subject to clause 8.3 (No limitation of customer's payment obligations) and clause 8.4 (Liabilities which cannot legally be limited), this clause 8.6 sets out the types of loss that are wholly excluded:
- (a) loss of profits
 - (b) loss of sales or business.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data or information.
 - (f) loss of or damage to goodwill; and (g) indirect or consequential loss.
- 8.7 Ignys has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 Unless the Customer notifies Ignys that it intends to make a claim in respect of an event within the notice period, Ignys shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 1 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9 Subject to the provisions of this clause 8, Ignys caps its liability in respect of a claim notified in accordance with clause 8.8 to the lower of the Charges that have been paid by the Customer and the Insurance.
- 8.10 Ignys does not guarantee component availability and shall not be liable for any delay to the delivery of the Services if components are not available in time or at all or the Customer does not select the components recommended by Ignys. It is the Customer's sole

responsibility to determine whether components can be obtained in time to enable Ignys to deliver the Services.

- 8.11 Following completion of the Services, Ignys has no obligation to provide further technical support to the Customer, unless the Customer has contracted to receive ongoing technical support from Ignys and all associated costs for such ongoing service that have fallen due have been paid by the Customer.
- 8.12 Save as required by law and where not otherwise excluded under the Contract Ignys does not warrant that any Deliverable will be fit for purpose unless the Customer has defined the purpose in full and Ignys has agreed to ensure a Deliverable will be fit for the defined purpose.
- 8.13 Ignys does not warrant that any Deliverable will pass any compliance tests required as a result of the Electromagnetic Compatibility Regulations 2016 or of any compliance tests in any country unless such compliance testing requirements were contained within the Specification.
- 8.14 Ignys does not warrant that a device that connects to the internet will be secure and free of defects arising from such connection unless this is included within the Specification.
- 8.15 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract without penalty, by giving the other party 60 days' written notice prior to the project commencement date set out in the Specification. If the Customer terminates the contract by giving less than 60 days' written notice to Ignys of such termination it shall be a Customer Default and in accordance with clause 4.2 Ignys shall be entitled to recover any costs or losses it sustains in accordance with clause 4.2(c).
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so.
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or

arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, Ignys may terminate the Contract with immediate effect by giving written notice to the Customer if

the Customer fails to pay any amount due under the Contract on the due date for payment or there is a change of Control of the Customer.

9.4 Without affecting any other right or remedy available to it, Ignys may suspend the supply of Services under the Contract or any other contract between the Customer and Ignys if

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in clause 99.2(c) to clause 99.2(d), or Ignys reasonably believes that the Customer is about to become subject to any of them; and
- (c) Ignys reasonably believes that the Customer is about to become subject to any of the events listed in clause 99.2(b).

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of the Contract:

- (a) the Customer shall immediately pay to Ignys all of Ignys's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Ignys shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- (b) the Customer shall return all of Ignys's Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Ignys may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 10.4 In addition, where the Customer terminates the Contract after the Commencement Date other than for material breach by Ignys, Ignys reserves the right to apply the cancellation provisions of Clause 11 (Cancellation and Postponement), including any applicable cancellation fees, which the Customer agrees shall constitute a genuine pre-estimate of loss.

11. CANCELLATION AND POSTPONEMENT

- 11.1 This Clause 11 applies where the Customer seeks to cancel or materially postpone the Services after the project has commenced but before the natural completion of the Contract. It is without prejudice to Ignys's rights under Clause 9 (Termination), and for the avoidance of doubt, in the event of termination by the Customer other than for breach by Ignys, the provisions of this Clause 11 shall also apply.
- 11.2 If the Customer cancels or materially alters the scope of any Order after the commencement of Services, Ignys Ltd reserves the right to charge the Customer for:
 - (a) All work completed and time spent by Ignys Ltd personnel, agents, and subcontractors up to the date of cancellation;
 - (b) All costs, expenses, and financial commitments incurred by Ignys Ltd in relation to the Services;
 - (c) A cancellation fee equivalent to the greater of:
 - (i) 30% of the total value of the project; or

- (ii) The value of the work scheduled to be performed during the 30-day period following the date of cancellation.
- 11.3 Where Ignys Ltd is able to reallocate the affected resources to other billable work within the 30-day period, the cancellation fee shall be reduced accordingly to reflect any mitigated losses.
- 11.4 All cancellations must be made in writing. The effective date of cancellation will be the date the written notice is received.
- 11.5 Any initial deposits or prepayments made by the Customer are strictly nonrefundable and will be credited against amounts payable under this clause.
- 11.6 If a Client requests the postponement of a project after Services have commenced, Ignys Ltd reserves the right to apply a rescheduling fee and/or to treat the postponement as a cancellation at its sole discretion.

12. GENERAL

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

- (a) Ignys may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ignys.

12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information

for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
 - (d) Ignys will take reasonable measures to ensure that information, defined as confidential in writing at the time of its supply, will be kept as such for 2 years from the date of its communication. This confidentiality does not extend to information that was known by Ignys prior to its disclosure by the Customer.
 - (e) Ignys may create marketing materials including brochures, blogs, social media posts and case studies that refer to the work done for the Customer but shall only identify the Customer with the Customer's prior written consent.
- 12.4 **Restrictions:** The Customer shall not directly or indirectly within 24 months of completion of the delivery of the Services employ or engage any person that is employed by Ignys without Ignys's prior written consent.
- 12.5 **Entire agreement.**
- (a) The Contract 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.
 - (b) Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 12.6 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 12.7 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.8 **Severance** If any provision or part-provision of the Contract 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. If any provision or part-provision of this Contract deleted under this clause 11.8 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.
- 12.9 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Specification
 - (b) Any notice or other communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.9(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.10 **Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.11 **Governing law.** The Contract, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.