

## **Terms and conditions**

### **1. Definitions**

In this Agreement, the following words and expressions have the following meanings:

"Agreement" - this agreement for consulting services provided by the company.

"Intellectual Property Rights" means all patents, invention rights, copyrights and related rights, trademarks, trade and domain names, goodwill and transfer rights, design rights, computer software rights, database rights, moral rights and other intellectual property rights.

"Services" - services provided by the Company.

### **2. Terms of Service**

The Company provides the Services under the terms of this Agreement and:

2.1 in accordance with all applicable laws, regulations, codes of practice, and professional standards;

2.2 with reasonable skill and care;

2.3 in accordance with the terms of this Agreement, including the terms, agreed with the client individually;

2.4 in accordance with good professional practice.

### **3. Obligations of the Client**

3.1 The Client shall provide the Company with such information and access to such data and personnel as the Company reasonably requires in order to provide the Services.

3.2 The Client makes such decisions and provides such instructions as the Company requires and at the time the Company requires the Company to be able to provide the Services.

3.3 The Client acknowledges that the Company is able to provide services and comply with the terms agreed with the client for the provision of the Services, in the event that the client provides information and access to data on time.

### **4. Intellectual Property**

4.1 All intellectual property rights created in the course of providing the Services belong to the Company; The Client has a perpetual license to use these rights under this Agreement so that the Client may use the Services and Results for use within its own business.

### **5. Privacy**

5.1 The Company and the Client may receive "confidential information" during the course of this agreement and in connection with the provision of services.

5.2 The Receiving Party undertakes to:

5.2.1 keep confidential information and not disclose it to third parties (except as otherwise provided by law); And

5.2.2 use Confidential Information only for the purposes for which it was provided and for nothing else.

### **6. Payment**

6.1 The Company issues an invoice to the Client based on the work done.

6.2 The Client shall pay all submitted invoices no later than 30 days after receipt thereof or at such other time as may be individually agreed.

6.3 If the Client does not pay any invoice by the due date for payment, the company has the right to:

6.3.1 suspend the provision of the Services until full payment, including any interest;

6.3.2 accrue interest on the amount of debt at the rate established by applicable law;

6.4 The Client shall pay all invoices in full without any offsets or deductions.

## 7. Force majeure

7.1 Neither party shall be liable for any failure or delay in performance of any of its obligations under this Agreement if such failure or delay is caused by causes, circumstances or events beyond the control of the parties.

7.2 If a party is affected by any circumstances or events beyond the control of the parties, that party shall notify the other party as soon as possible and the parties shall use all reasonable efforts to minimize the impact on the affected obligations.

## 8. Personal agreement

8.1 This Agreement is personal to the Company and the Client, and neither of them can transfer any of their rights under this Agreement without the prior written consent of the other.

8.2 The Company may enter into an individual agreement with the client under this Agreement, but is responsible for the implementation of those parts that were in the individual agreement.

## 9. Law and jurisdiction

This Agreement and everything arising from it, including non-contractual matters, shall be governed by the laws of United Kingdom.