Docusign Envelope ID: A2BC5E41-90BF-467A-B83E-2963C5E71838

AWARDS INTELLIGENCE
CONDITIONS OF BUSINESS (Business Clients)

Your attention is particularly drawn to the provisions of Condition 8 (Our responsibility for loss or damage suffered by you).

1. THESE CONDITIONS

1.1 These are the terms and conditions (these **Conditions**) on which we provide the services set out in our engagement letter (**Services**) to you.

1.2 Please read these Conditions carefully before you return to us a signed copy of our engagement letter. These Conditions tell you who we are, how we will provide the Services to you, how you and we may end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Awards Intelligence Limited, a limited company registered in England and Wales. Our company registration number is 06255223 and our registered office is at Fourth Floor, Park Gate, 161-163 Preston Road, Brighton, BN1 6AF. Our main trading address is set out in Condition 2.2. Our registered VAT number is 939779348. We operate the website awardsintelligence.co.uk.

2.2 You can contact us by telephoning us + 44 (0)1444 230130 or by writing to us at enquiries@awardsintelligence.co.uk or Awards Intelligence, 8, Danworth Farm, Cuckfield Road, Hurstpierpoint, West Sussex, BN6 9GL.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have provided to us.

2.4 When we use the words **writing** or **written** in these Conditions, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your instructions will take place when we write to confirm receipt of a signed copy of the engagement letter, at which point a contract will come into existence between you and us (the **Contract**).

3.2 If we are unable to accept your instructions, we will inform you of this and will not charge you. This might be because of unexpected limits on our resources which we could not reasonably plan for, because you have disclosed or we have become aware of information about you which may hinder your application for an award nomination, because we have identified an error in the price or description of the Services, or because we are unable to meet a deadline you have specified.

3.3 These Conditions and the Contract are made only in the English language.

3.4 You should print off a copy of these Conditions or save them to your computer (or other device) for future reference.

4. PROVIDING THE SERVICES

4.1 Any descriptions or illustrations on our site (or in our brochures) are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

4.2 Our engagement letter will include details of when we will supply the Services to you. We will begin the Services on the date we write to confirm receipt of a signed engagement letter. The estimated completion date for the Services will either be as set out in that engagement letter or advised to you following the first face to face meeting.

4.3 We warrant to you that the Services will be provided using reasonable care and skill.

4.4 We will use all reasonable endeavours to meet any performance dates specified in our engagement letter, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

4.5 We may have to suspend the supply of the Services:

4.5.1 to deal with technical problems or make minor technical changes; or

4.5.2 to update the Services to reflect changes in relevant laws and regulatory requirements.

4.6 We will contact you in advance to tell you we will be suspending supply of the Services under Condition 4.5, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 6 weeks we will adjust the price so that you do not pay for them while they are suspended. You may contact us to end the Contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 weeks and we will refund any sums you have paid in advance for the Services in respect of the period after you end the Contract.

5. YOUR OBLIGATIONS

5.1 It is your responsibility to ensure that:

5.1.1 the terms of our engagement letter reflect your instructions;

5.1.2 you cooperate with us in all matters relating to the Services, which may include but is not limited to you attending meetings or participating in calls we have arranged with you, and providing us with

Docusign Envelope ID: A2BC5E41-90BF-467A-B83E-2963C5E71838

information necessary for us to prepare and submit an application for your nomination (as required under Condition 5.1.3); and

5.1.3 you provide us with such information and materials we may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects. We may require you to provide information which is positive or negative, which in the case of the latter includes details of criminal or unlawful behaviour, disqualification from directorship or trusteeship or any other activity or adverse information that is material to, or which could jeopardise the success of, your application for nomination. We will tell you what we need in our engagement letter and/or at subsequent meetings or calls.

5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in Condition 5.1 (**Your Default**):

5.2.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under Condition 12;

5.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

5.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1 If you have any questions or complaints about the Services, please contact us. You can telephone us on + 44 (0)1444 230130 or write to us at enquiries@awardsintelligence.co.uk or Awards Intelligence, 8, Danworth Farm, Cuckfield Road, Hurstpierpoint, West Sussex, BN6 9GL.

7. PRICE AND PAYMENT

7.1 The price of the Services will be the price as set out in our engagement letter. We take all reasonable care to ensure that the price of the Service advised to you is correct.

7.2 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay us 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.

7.3 If the rate of VAT changes between the date of our engagement letter and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.4 If we accept your instructions where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and you must not use any materials we have provided you as part of the Services.

7.5 We accept payment by bank transfer or cheque. You will be invoiced for the agreed amount within a few days of your initial meeting/briefing, and upon commencement of the drafting activity. You must pay each invoice according to the terms of the Contract or, if none are stated in our engagement letter, within 30 days of the date of the invoice.

7.6 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank Plc from time to time. In the alternative, we may, at our election, charge compensation and interest in line with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) rather than the foregoing contractual rate of interest. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.7 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7.8 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting its other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

8.1 NOTHING IN THE CONTRACT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; (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) OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

Docusign Envelope ID: A2BC5E41-90BF-467A-B83E-2963C5E71838

8.2 SUBJECT TO CONDITION 8.1, WE SHALL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT FOR: (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 DAMAGE TO GOODWILL; AND (G) ANY INDIRECT OR CONSEQUENTIAL LOSS.

8.3 SUBJECT TO CONDITION 8.1, OUR TOTAL LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO THE TOTAL FEES PAID AND/OR PAYABLE BY YOU UNDER THE CONTRACT.

8.4 UNLESS YOU NOTIFY US THAT YOU INTEND TO MAKE A CLAIM IN RESPECT OF AN EVENT WITHIN THE NOTICE PERIOD, WE SHALL HAVE NO LIABILITY FOR THAT EVENT. THE NOTICE PERIOD FOR AN EVENT SHALL START ON THE DAY ON WHICH YOU BECAME, OR OUGHT REASONABLY TO HAVE BECOME, AWARE OF THE EVENT HAVING OCCURRED AND SHALL EXPIRE TWELVE (12) MONTHS FROM THAT DATE. THE NOTICE MUST BE IN WRITING AND MUST IDENTIFY THE EVENT AND THE GROUNDS FOR THE CLAIM IN REASONABLE DETAIL.

8.5 THE TERMS IMPLIED BY SECTIONS 3 TO 5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

8.6 THIS CONDITION 8 SHALL SURVIVE TERMINATION OF THE CONTRACT.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 We will use the personal information you provide to us to:

9.1.1 supply the Services to you;

9.1.2 process your payment for the Services; and

9.1.3 inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

9.2 We will process your personal information in accordance with our Privacy Notice, the terms of which are incorporated into the Contract.

10. CONFIDENTIALITY

10.1 We each undertake that we will not at any time during the term of the Contract, and for a period of six (6) years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, clients or suppliers, except as permitted by Condition 10.2.

10.2 We each may disclose the other's confidential information:

10.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this Condition 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 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 you) will be owned by us.

11.2 We grant you a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the deliverables provided by us to you (excluding materials provided by you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this Condition 11.2.

11.3 You grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

12. ENDING THE CONTRACT

12.1 Without affecting our or your other rights or remedies, we or you may terminate the Contract with immediate effect by giving written notice to the other party if:

12.1.1 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 28 days of that party being notified in writing to do so;

12.1.2 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

Docusign Envelope ID: A2BC5E41-90BF-467A-B83E-2963C5E71838

step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.3 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

12.1.4 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.

12.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

12.2.1 you do not make any payment to us when it is due;

12.2.2 you do not, within a reasonable time of our request, comply with your obligations under Conditions 5.1.2 and 5.1.3; or

12.2.3 if we consider it likely that your application for nomination will be unsuccessful in light of the information disclosed by you.

12.3 Without limiting our other rights or remedies, we may suspend provision of the Services under the Contract or any other contract between you and us if you become subject to any of the events listed in Condition 12.1.2 to Condition 12.1.4 inclusive or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under the Contract on the due date for payment and you still do not make payment within 7 days of us reminding you that payment is due. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see Condition 7.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see Condition 7.6).

12.4 On termination of the Contract for any reason:

12.4.1 you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

12.4.2 you shall return all materials we have provided to you as part of the Services which have not been fully paid for, and until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract;

12.4.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and

12.4.4 Conditions which expressly or by implication survive termination shall continue in full force and effect.

12.5 If on termination of the Contract sums are due to you, we will make refunds (if any) to you by the method you used for payment.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

13.2.1 we will contact you as soon as reasonably possible to notify you; and

13.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

13.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than six weeks. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

14. OTHER IMPORTANT CONDITIONS

14.1 We may transfer our rights and obligations under the Contract to another entity and we may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

14.3 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Each of these Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining Conditions will remain in full force and effect.

14.5 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of you breaking the Contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date. If we do

Docusign Envelope ID: A2BC5E41-90BF-467A-B83E-2963C5E71838

waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

14.6 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. You and we agree that it 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 based on any statement in the Contract.

14.7 No variation of the Contract shall be effective unless it is in writing and signed by you and us.

14.8 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to us at our principal place of business or addressed to you at your registered office or such other address as you may have specified to us in writing in accordance with this Condition, and shall be sent by pre-paid first class post or email. A notice or other communication shall be deemed to have been received: if sent by pre-paid first class post, at 9.00 am on the second business day after posting; or, if sent by email, one business day after transmission. The provisions of this Condition 14.8 shall not apply to the service of any proceedings or other documents in any legal action.

14.9 The Contract, and any dispute or claim (including non-contractual 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.

14.10 You and we irrevocably agree, for our sole benefit that, subject as provided below, 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. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Awards Intelligence Limited
April 2022