

BEYONDLY

Beyondly® is a registered trademark of Beyondly Global Limited.

Consultancy Services Terms & Conditions

1 INTERPRETATION

The following definitions and rules of interpretation apply in the Agreement.

1.1 Definitions

“Affiliate” - means in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time.

“Agreement” - means the agreement formed of the Proposal, these terms and conditions and any other document identified in the Proposal as forming part of the agreement.

“Charges” - means the sums payable for the Services, as set out or identified in the Proposal.

“Client” - means the party named as the Client in the Proposal.

“Client Materials” - has the meaning given in clause 6.4.

“Beyondly” - means Beyondly Global Limited.

“Beyondly Group” - means Beyondly, its Affiliates, its subcontractors engaged in relation to the services, and its and their respective directors or other officers, employees and personnel.

“Confidential Information” - means all information of a confidential or proprietary nature, relating to the business, assets, affairs, customers, operations, know how or trade secrets of a party. Confidential Information of Beyondly includes all reports relating to market intelligence or otherwise, which are supplied to the Client by Beyondly.

“Control” - means in relation to any entity (a) owning directly or indirectly voting securities of that entity carrying fifty percent (50%) or more of the voting rights in such entity; or (b) possessing, directly or indirectly, the power to direct or cause the direction of the management and the policies of that entity, and Control (used a verb) and Controlled shall be understood accordingly

“Deliverables” - means the specific deliverables identified in the Proposal.

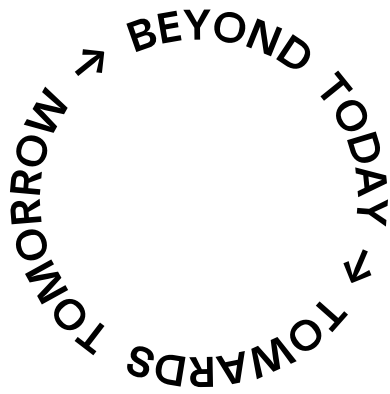
“Force Majeure Event” - has the meaning given in clause 12

“Intellectual Property Rights” - means 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

Certified



Corporation



unfair competition, 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) 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.

“Proposal” - means the proposal, statement of work or other document to which these standard terms and conditions are attached (or in which they are incorporated by reference) and all other annexures thereto.

“ Purpose” - has the meaning given in clause 6.3.

“Services” - means the Services which Beyondly agrees to provide as described in the Proposal and otherwise in the Agreement.

1.2 Clause, and paragraph headings shall not affect the interpretation of the Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to writing or written includes email but not fax.

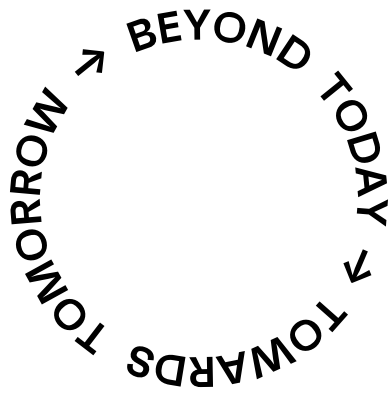
1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 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.

1.10 In the case of any conflict between the terms of the Proposal and these standard terms and conditions, the Proposal shall prevail.

2. SUPPLIER’S RESPONSIBILITIES

2.1 Beyondly shall provide the Services, and deliver the Deliverables to the Client, in accordance with the Agreement, in accordance with applicable law and with all reasonable care and skill.



2.2 Beyondly shall use reasonable endeavours to meet any dates specified in the Agreement but any such dates shall be estimates only and time for performance by Beyondly shall not be of the essence of the Agreement.

2.3 Nothing in the Agreement shall constitute the delegation to Beyondly of any duty imposed on the Client or any of its Affiliates under any applicable law.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

3.1.1 co-operate with Beyondly in all matters relating to the Services;

3.1.2 provide to Beyondly in a timely manner all documents, data, and information in any form (whether owned by the Client or third party) specified in the Proposal or otherwise requested by Beyondly in connection with the Services

3.1.3 ensure that all documents, data, and information supplied under clause 3.1.2 are accurate and complete, and (without limitation to this) notify Beyondly of any respect in which they are inaccurate or incomplete promptly (and in any event within 28 days) after becoming aware of the fact;

3.1.4 without limiting clause 3.1.2, where specified in the Proposal or otherwise requested by Beyondly, appoint a representative to act as a point of contact with Beyondly and respond to requests for documents, data, and information;

3.1.5 provide, where specified in the Proposal, or requested by Beyondly for the purpose of the Services, written authority to deal directly with relevant third parties on behalf of the Client or its relevant Affiliates;

3.1.6 obtain, before the date on which the Services are to start, and maintain, all necessary licences and consents enable Beyondly to provide the Services; and

3.1.7 comply, in all matters relevant to the Purpose, the Services, the Deliverables and the performance of the Agreement, with applicable law.

3.2 If Beyondly's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, or any breach of the Client's obligations under the Agreement, then, without prejudice to any other right or remedy it may have, Beyondly shall (i) be allowed an extension of time to perform its obligations equal to the delay caused by the Client and (ii) be entitled to charge the Client an additional fee for the reduced time period in order to complete the work and or for any additional work thereby caused (at the rates stated in the Proposal or, if there are no such rates, at Beyondly's standard rates) and to recover any costs thereby caused.

4. USE OF BEYONDLY NAME ETC.



4.1 The Client will use (and shall ensure its Affiliates use) the name or trade or service marks of Beyondly only if expressly permitted by the Proposal, and strictly in accordance with the terms of such permission. No such permission may be assigned or sublicensed.

4.2 The Client will not use, and shall ensure its Affiliates do not use, the Services, the Deliverables or any permission referred to in clause 4.1 in any way (i) injurious to the reputation of Beyondly or (ii) which implies that the business or business of the Client or its Affiliates, or any product or activity of the Client or its Affiliates is more environmentally friendly or has a lesser environmental impact than is actually the case or (iii) which implies Beyondly's endorsement of any such business, product or activity.

5. CHARGES AND PAYMENT

5.1 In consideration of the provision of the Services by Beyondly, the Client shall pay the Charges.

5.2 Beyondly may increase the Charges on an annual basis with effect from each anniversary of the date of the Agreement on not less than 30 days' prior notice.

5.3 Beyondly shall invoice the Client at the stages indicated in the Proposal.

5.4 The Client shall pay each invoice submitted to it by Beyondly within 30 days of receipt to a bank account nominated in writing by Beyondly from time to time.

5.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Beyondly any sum due under the Agreement on the due date:

5.5.1 the Client 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 5.5.1 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%;

5.5.2 Beyondly may suspend all or part of the Services until payment has been made in full.

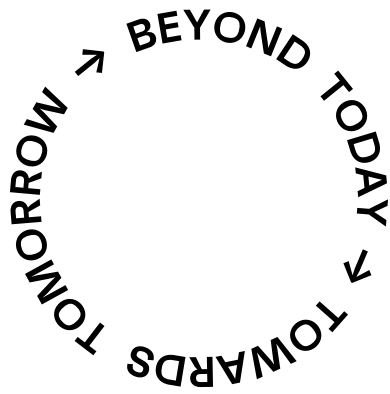
5.6 All sums payable to Beyondly under the Agreement are exclusive of VAT, which the Client shall pay in addition.

5.7 The Client shall make all payments under the Agreement 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 Beyondly (or its licensors, where relevant) shall retain ownership in all Intellectual Property Rights in the Deliverables and otherwise in the Services and any material provided to the Client in connection with the Services.

6.2 Beyondly hereby grants to the Client a non-exclusive, non-assignable, non-sublicensable, royalty free and irrevocable licence to use,



copy and modify the Deliverables for the purpose stated in the Proposal, or if no such purpose is stated, in order to carry on the Client's own business and that of its Affiliates (Purpose).

6.3 The Client undertakes (i) not to use, copy or modify the Deliverables except as permitted by the licence in clause 6.2 (ii) not to provide the Deliverables to any third party, except as reasonably necessary to carry out the Purpose and (iii) to ensure that its Affiliates, and any Third Party Recipient comply with the restrictions set out in (i) and (ii). Third Party Recipient means any third party to whom the Client or any of its Affiliates may directly or indirectly provide the Deliverables.

6.4 The Client (or its licensors, where relevant) shall retain ownership of all Intellectual Property Rights in all data and other material which it supplies to Beyondly in connection with the Services. Where the Proposal requires Beyondly to gather data for the Client and provides that such data shall belong to the Client, Beyondly shall transfer to the Client such title in the data as Beyondly itself has or acquires.

6.5 The Client hereby grants to Beyondly a non-exclusive, non-assignable, royalty free and irrevocable licence to use, copy and modify any data and other material referred to in clause 6.4 (Client Material) for the purposes of providing the Services and creating the Deliverables. For clarity, the Client (i) acquires no rights in any calculation or operation conducted on Client Material, or any work containing or derived from Client Material and (ii) has no right to receive or access any of the things referred to in (i) or their results except as included in a Deliverable.

6.6 Each party warrants to the other that it has the power to grant the rights granted by it in this clause 6, without infringing the rights of any third parties.

6.7 The licence granted to the Client under this clause 6, and any permission referred to in clause 4.1, shall automatically terminate on any termination of the Agreement by reason of the Client's breach.

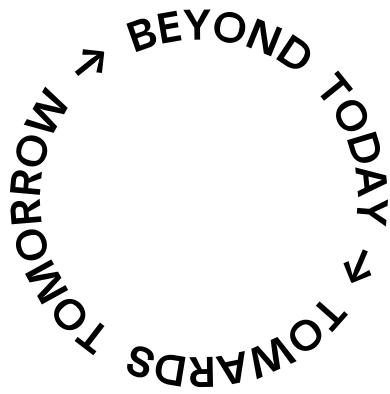
7. DATA GATHERING

Where the Services require Beyondly to gather data on behalf of the Client for any purpose, including submission to HMRC, the Environment Agency, the Northern Ireland Environment Agency, Companies House, The Conduct Committee of the Financial Reporting Council, DEFRA or another authority, Beyondly is not responsible for verifying such data or identifying or recognising errors in such data. For clarity, this does not affect Beyondly's responsibility for any errors introduced by any calculation, packaging or operation which Beyondly performs on such data.

8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time from the date of the Agreement until five years after termination or expiry of the Agreement, disclose to any person any Confidential Information disclosed to it by or on behalf of the other party in connection with the Agreement, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's Confidential Information:



8.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. 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 8; and

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

8.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

8.4 The obligations of a party under this clause 8 shall not apply to any information which:

8.4.1 was at the time of its disclosure, or subsequently becomes, lawfully in the public domain otherwise than through breach of the Agreement;

8.4.2 was in its possession prior to disclosure, or subsequently comes into its possession from another source, in either case without any obligation of confidentiality; or

8.4.3 was independently developed by it.

8.5 Despite any other provision of this clause 8, the Client agrees that Beyondly may (i) include the Client's name and company logo on its client list and make such list available to other existing or potential clients and (ii) subject to the Client's prior written approval, not to be unreasonably withheld or delayed, publicise the work it has done for the Client in the form of case studies (whether made available to existing or potential clients or published more generally) or as press releases or in such other manner as Beyondly may reasonably propose.

8.6 Nothing in this clause 8 restricts the use of any Deliverable in compliance with clause 6.

9. LIMITATION OF LIABILITY

9.1 Nothing in the Agreement excludes or limits liability of Beyondly to the Client for:

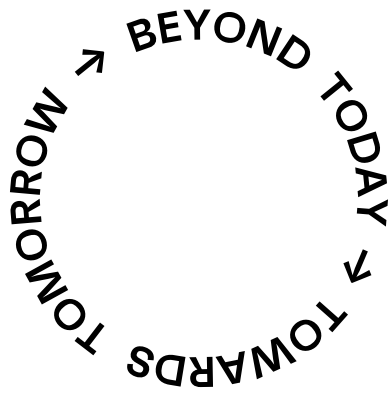
9.1.1 fraud or fraudulent misrepresentation;

9.1.2 death or personal injury caused by negligence;

9.1.3 liability for breach of the obligations arising from section 12 of the Sale of Goods Act 1979 or section 8 of the Supply of Goods (Implied Terms) Act 1973;

9.1.4 any matter for which it would be unlawful for the parties to exclude liability or which, by law, cannot be excluded.

9.2 Subject to clause 9.1:



9.2.1 Beyondly's total aggregate liability under or arising out of or in connection with the performance or non performance of this Agreement or any collateral contract shall be limited to the total amount of the Charges paid under the Agreement.

9.2.2 Beyondly shall not be liable, under or arising out of the Agreement for:

- (a) any consequential, indirect, special or punitive loss or damages; and
- (b) whether or not falling within (a):
 - (i) any loss of actual or anticipated: use, sales, profits or revenue, business, contracts or cost savings;
 - (ii) loss or corruption of software, data or information;
 - (iii) any fine or penalty imposed by HMRC, the Environment Agency, the Northern Ireland Environment Agency, Companies House, The Conduct Committee of the Financial Reporting Council, DEFRA or any other government department, authority or agency, or under law, and whether in the United Kingdom or elsewhere;
 - (iv) loss, restriction or forfeiture of licences; increased cost of working; cost (or increased cost) of insurance; or wasted costs; or
 - (v) any other loss, damage or injury similar to any of those listed in subclauses (i) to (iv).

9.2.3 Beyondly shall not be liable for any inaccuracy or defect in the Services or any Deliverable caused by the Client's failure to comply with clauses 3.1.2 - 3.1.4, or any other failure of the Client to comply with the Agreement, even if caused by a Force Majeure Event.

9.2.4 All conditions, warranties and other terms which may be implied by law (statutory or otherwise), custom of trade or course of dealings, or otherwise, are hereby excluded.

9.3 Subject to clause 9.1, if the Client wishes to make a claim for any matter under or arising out of or in connection with the performance or non performance of this Agreement or any collateral contract (a Claim), it must do so no later than twelve months after the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make the Claim. If it fails to give such notice, Beyondly shall have no liability for that Claim. The notice must be in writing and must identify the event or events giving rise to the Claim and the grounds for the Claim in reasonable detail.

9.4 The Client agrees that no member of the Beyondly Group other than Beyondly itself shall have any obligation or liability to the Client, and the Client shall not bring any claim against any member of the Beyondly Group other than Beyondly.

9.5 Beyondly's obligations in respect of the Services are owed to the Client only, and it has and assumes no duty of care or other obligation or



liability to any other person, whether an Affiliate of the Client or not. Without limiting the generality of this, each Deliverable, report, advice, recommendation or other product of the Services (each of the foregoing a Product) is for the use of the Client only. The Client undertakes not to make a Product available to any other person without the prior written consent of Beyondly, which it may give or withhold in its sole discretion. If such consent is given, it shall be given on the basis that such other person acknowledges that the Product is made available for information only and may not be further disclosed, and that Beyondly assumes no duty of care or other obligation or liability to such other person. The Client shall ensure that any person to whom a Product is made available (whether by the Client itself, or by Beyondly or any other person with the Client's permission) shall not bring any claim against the Beyondly Group, whether in respect of the Product or the Services.

9.6 Clauses 9.2 to 9.4 apply:

9.6.1 whether the obligation or liability in question arises for breach or under any indemnity or otherwise, and whether it arises in contract (under the Agreement or any collateral contract), misrepresentation (whether innocent or negligent), restitution, tort or otherwise; and

9.6.2 regardless of cause or fault on any part, and whether involving negligence, breach of statutory duty, or otherwise.

10. **TERM AND TERMINATION**

10.1 The Agreement shall come into effect on at the time specified in the Proposal (Effective Date).

10.2 Unless otherwise specified in the Proposal, and except where the Agreement is for a fixed term of one year or less, the Client may terminate the Agreement on not less than 90 days notice to Beyondly, which, in any case where the Agreement runs from year to year, must expire on an anniversary of the Effective Date.

10.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving notice to the other party, with the effect of termination for repudiatory breach, if:

10.3.1 the other party, being the Client, fails to pay any Charges or other amount due under the Agreement on their due date, and fails to remedy such failure within five days after notice of nonpayment from Beyondly;

10.3.2 the other party commits a material breach of any other term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified to do so;

10.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

10.3.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal



creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

10.3.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.3.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

10.3.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

10.3.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

10.3.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

10.3.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.3.3 to clause 10.3.10 (inclusive); or

10.3.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

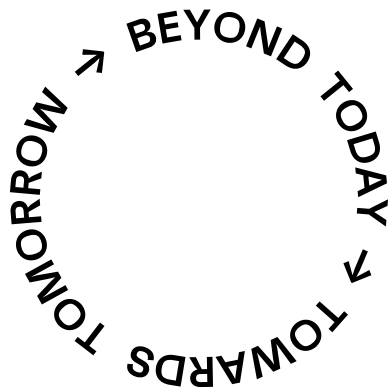
11. OBLIGATIONS ON TERMINATION AND SURVIVAL

11.1 Obligations on termination or expiry

On termination or expiry of the Agreement for any reason the Client shall immediately pay to Beyondly all of Beyondly's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Beyondly may submit an invoice, which shall be payable immediately on receipt. If termination takes place before a stage or milestone has been completed, the Client shall pay part of the Charges for that stage or milestone, proportionate to the part of the stage or milestone which was completed.

11.2 Survival

11.2.1 On termination or expiry of the Agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 3.2 (Use of



Beyondly name etc.), clause 6 (Intellectual property rights), clause 8 (Confidentiality), clause 9 (Limitation of liability), clause 11 (Consequences of termination), clause 15 (Waiver), clause 17 (Severance), clause 22 (Governing law) and clause 23 (Jurisdiction).

11.2.2 Termination or expiry of the Agreement 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 agreement which existed at or before the date of termination or expiry.

12. FORCE MAJEURE

12.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation; acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or legal restrictions; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (provided not limited to the workforce of the party seeking to rely on this clause, or its Affiliates) and interruption or failure of utility service or internet access, or portal or online service operated by any third party.

12.2 If a party (Affected Party) is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event, the Affected Party shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 The Affected Party shall promptly after it becomes aware that the Force Majeure Event is affecting performance, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement.

12.4 The Affected Party shall use commercially reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13. ASSIGNMENT AND OTHER DEALINGS

13.1 The Agreement is personal to the Client and the Client 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 Agreement.

13.2 Beyondly may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Agreement.

14. VARIATION

No variation or agreed termination of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



15. WAIVER

15.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. RIGHTS AND REMEDIES

The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

17.1 If any provision or part-provision of the Agreement 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 the Agreement.

17.2 If any provision or part-provision of the Agreement is deemed deleted under clause 17.1 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.

18. ENTIRE AGREEMENT

18.1 The Agreement 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.

18.2 Each party agrees 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

19. NO PARTNERSHIP OR AGENCY

19.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. THIRD PARTY RIGHTS

20.1 Unless it expressly states otherwise, and except for the rights conferred on members of the Beyondly Group under clauses 9.4 and 9.5,



the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

21. NOTICES

Any notice or notification given to a party under or in connection with the Agreement shall be in writing (and is not effective unless in writing), and sent to the address or email address specified in the Proposal. However, either party may change its address or email address for notices on not less than 15 days' notice to the other.

22. GOVERNING LAW

The Agreement 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 and Wales.

23. JURISDICTION

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