Ingenious Group's Terms of Service and Supply.

These terms of service are deemed to form part of any agreement of service between the Company (INGENIOUS GROUP) and the Client.

It is agreed by and between the Client and the Company (INGENIOUS GROUP) as follows:

DEFINITIONS AND INTERPRETATION

‘Company’ means INGENIOUS GROUP LTD

‘Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

In these terms and conditions, the following definitions apply unless otherwise stated:

‘Order Form’ means a Quotation form counter-signed by the Client, which, together with these terms and conditions, shall form a binding contract.

‘Quotation’ means the written quotation prepared by the Company, which contains its proposals for providing Services to the Clients.

‘Services’ means the services the Company will provide to the Client as specified in the Order.

‘Specification’ means the description or specification of the Services in the Order.

‘Terms’ means these terms and conditions as updated from time to time by the Company.

‘VAT’ means the value-added tax chargeable under English law for the time being and any similar additional tax.

‘White Label Work’ means Services provided by the Company to a Client who rebrands these services as their own for the benefit of their client.

Where these Terms use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these Conditions use words which denote a particular gender, they shall also be read to include all genders and vice versa.

‘Business Day’ means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

‘Contract’ means the contract between the Company and the Client for the supply of Services governed by these Terms and the Order.

‘Client’ means the individual or business entity who purchases Services from the Company and whose details are set out in the Order.

‘Force Majeure Event’ means an event beyond the reasonable control of either party, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

‘Group Company’ means a company which is a subsidiary or holding company of the Company, as defined in section 1159 of the Companies Act 2006.

The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms.

A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1. TERMS AND CONDITIONS

These Terms shall apply to all agreements concluded between the Company and the Client to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

These Terms and the Order may only be varied by express written agreement between the Company and the Client.

ACCEPTANCE

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

EVALUATION

The Client and the Ingenious GROUP shall evaluate progress under this agreement at the beginning of every quarter and take corrective action as may be required.

MODIFICATION IN TERMS

Any valid alteration to or variation of these Terms must be in writing and signed on behalf of each of the parties by duly authorised officers.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

2. INGENIOUS GROUP APPOINTMENT

The Client hereby appoints the Ingenious Group as their representatives providing agreed and specified marketing and communications management services as detailed in IG scoping and service documentation and quotations.

Multiple contracts can also be in force and operating concurrently for the separately purchased marketing packages. Contracts may include but are not limited to Web Development, Branding, Public Relations and Social Media Support Packages. In all cases, the agreement will set out the scope of the work and the Marketing Role involved in what is and is not included within the work. For example, as Marketing Professionals, our function is to support our clients in their development. We use our marketing expertise to compile and produce the contents of reports with marketing recommendations. Whilst we make every effort to minimise typos or fine-tune grammar to suit audiences, we are responsible for writing the material, not editing it. As marketing professionals, we take pride in high standards of graphic presentation and exercise reasonable care and skill in our written work, but do not hold ourselves out as copywriters.

Scope creep our agreement sets out what work is and is not included and ensures that there is clarity of what is to be provided and what is outside the

scope of the agreement, for example, hiring a professional copywriter or allocating studio time, requiring one of our developers at an additional hourly charge.

Packages are treated as add-on ancillary services representing a client brand. All Services and set packages are subject to and bound by the same Terms and conditions of services found herein. The Client engages the Company to provide the services described in the Scope and Schedule Document provided by the Company in accordance with this Agreement ("Services" in this Agreement).

Relationship
The relationship between the Client and the Company and its Consultants will be that of an "independent contractor", which means that the Consultant is not the Client's employee, worker, agent or partner, and the Consultant will not give the impression that they are. The Client is not obliged to provide the Company work, and The Company is not obliged to accept any work at all times. The Company has the right to substitute or subcontract work and retains full control over the hours and timescales quoted and completed in all contracts.
As this is not an employment contract, the Consultant will be fully responsible for all their own tax, including any National Insurance contributions arising from carrying out the Services.

This Agreement will start on the date which is written at the beginning of this Agreement and will continue until the date set out in the Schedule unless ended earlier.

3. THE CONTRACT

The Order constitutes an offer by the Client to purchase the Services in accordance with these Terms. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order or when the Company has started to provide the Services having received the Order, whichever happens first, at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the Company to provide the Services to the Client and for the Client to purchase those Services in accordance with these Terms.

The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set

out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company'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 any other contract between the Company and the Client for the supply of Services.

A Quotation for the supply of Services given by the Company shall not constitute an offer. A Quotation shall only be valid for a period of 14 Business Days from its date of issue.

For any White Label Work, the Client understands and agrees that the Company have no contractual relationship and, therefore, no liability in respect of the ultimate client with whom the Client agrees to perform the White Label Work.

4. COMPANY OBLIGATIONS AND WARRANTIES

The Company warrants that it will provide the Services as stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.

The Company shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only, and time shall not be of the essence for the provision of the Services. The Company shall not be liable for any delay in delivery of the Services caused by a Force Majeure event or the Client's failure to provide the Company with adequate information, delivery instructions or any other support or cooperation relevant to the supply of the Services.

The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law.

The Company shall be entitled to use a Group Company or other subcontractors for the provision of the Services, always provided that the Company shall remain liable to the Client for the performance of the Services as if it had carried them out itself.

5. CLIENT'S OBLIGATIONS AND INDEMNITIES

Client Gatekeeper Requirement
i. The Client shall at all times provide an authorised and dedicated nominated gatekeeper to assist (IG)The Company in the course of project work. The

authorised person will act as a central interface and, in all matters, serve as the 'client' to provide timely assistance and access to technical information to the Company, as reasonably required by the Company, and in sufficient time to facilitate the execution of an Order in accordance with any estimated delivery dates or milestones.

ii. The role of a central gatekeeper and client-nominated representative includes acting as an intermediary between the Company and The Client. Ensuring the timely supply of information, resource, tools or Client employees are provided to support project development. Overall, to act in the client's capacity in all matters, ensuring timely and centralised decision-making and providing access to all project-reliant resources at each milestone and throughout the term of a project.

iii. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company and warrants and undertakes to the Company that the
Client’s employees assisting in the execution of an Order have the necessary skills and authority.

iv. The Ingenious GROUP shall maintain absolute confidentiality with respect to any known confidential information received in the course of our work or advised by the Client.

v. The client will not disclose or share with any third party outside its jurisdiction The Company's terms or services and pricing structure and will maintain confidentiality on all the company's commercially sensitive information received in the course of the supply of service, including but not limited to: Client quotations, Invoices, Terms, Proposal and Scoping documents and intelligence without having gained full consent, and confirmed in writing from a director or Ingenious Group.

vi. The Client shall be obliged as quickly as possible and within the agreed deadline to comment on and or approve any marketing materials provided under the Services, including (without limitation) marketing copy, search terms and graphic material submitted by the Company. In addition, the Client shall be obliged as quickly as possible and within the agreed deadline to implement changes on websites, in IT systems or where it may otherwise be required by the Company.

vii. The Client shall indemnify and keep the Company indemnified fully against all liabilities, costs and expenses whatsoever and howsoever incurred by the Company in respect of any third parties as a result of the provision of the

Services in accordance with the Order, Specification, or the content of the Client's marketing or web pages which result in claims or proceedings against the Company for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.

viii. The Client undertakes to comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Services, including without limitation its obligations under the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, Competition Act 1998 and the E-Commerce Directive and equivalent legislation and hereby agrees to indemnify and to keep the Company indemnified in respect of any and all costs, claims or proceedings whatsoever brought against the Company by any third party in connection with any breach of the same by the Client.

ix. As standard across the Services and unless otherwise notified, the Client shall be exclusively responsible for implementing recommendations and/or optimisation changes recommended by the Company. As notified by the Company, in certain cases for example; amendments to existing social media services or web optimisations, the Client shall allow the Company use of the site's FTP or content management system's username and password in order to gain access to add-in content or keywords.

x. In respect of all White Label Work, the Client shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the contract between the Client and their client for the White Label Work.

x1.**TESTIMONIALS, LICENSES CASE STUDIES;** The Client hereby irrevocably licenses the Company to use and display the Client's name, brand logo etc., as a client reference on the Company's website, on other marketing materials or types of media as a Client of the Company, and including after the Contract terminates; For example but not limited to, highlighting The Company's skills and role employed in The Client projects, supporting case studies, in reciprocal Client and the Company testimonials, in public-facing services and in The Company owned and produced market research, reports, web and social media. The Client agrees to supply the Company with its most recent branding/ logo as and when it is amended from time to time. The Company will at all times exercise discretion and uphold areas of confidentiality and integrity of joint work supporting the Client, for example, by showcasing campaigns and published reports that are widely available and in the public domain.

SUPPLY OF MARKETING Web Optimisation Services and social media SERVICES

The Company require that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If alterations are made by the Client or a third party to the Client's site(s), search engine placements may be affected, and the Company cannot be held responsible.

The Company advises that regular, fresh content added to the site will help to improve the stability of rankings within search engines, and the Client understands that regular, unique content plays an important part in the success of a website and failure to add unique content will lessen the impact of SEO services.

The Ingenious GROUP shall provide to the Client services which shall include the following:

Establishing social media platforms such as Facebook, Twitter, and Instagram where required and not already in place
Creating content, engagement, and management of client platforms
Social listening, monitoring static partner social media conversations and responding where applicable.

The Client shall be obliged to inform the Company immediately of changes in domain names, websites, technical setup, passwords, and any other material information regarding the technical infrastructure which may affect the Services delivered by the Company.

In the event that the Client fails to undertake those acts or provide those materials required under this clause within any agreed deadline (and at least within 15 Business Days of the date requested by the Company), the Company shall be entitled to invoice for the Services that it has supplied, and the remaining Services specified in the Order whether or not the Company has been able to deliver them.

6. PRICES

a) Unless otherwise expressly stated, all prices shall be in GBP and subject to added VAT. In the event that duties are introduced or changed after the conclusion of an Order, the Company shall be entitled to adjust the agreed prices accordingly.

b) The price stated in the Order shall be an estimate based on a qualified estimate of the number of hours required to provide the Services. This is an estimate only, and Services shall be invoiced in accordance with the actual number of hours spent in accordance with the price set out in the Order or Quotation and in the event that the price is not so stipulated, the Client shall be charged at the hourly rate specified in the Company's then-current price list. the Company shall be obliged to update the estimate and budgets on an ongoing basis following, among other things, changes made to an Order.

c) Whilst every effort is made to ensure that costing estimates are accurate, the Company reserves the right to amend any estimate should an error or omission have been made.

d) The Client acknowledges that certain Services may involve the licensing of third-party Intellectual Property Rights and that the Client may be required to enter into a licence directly with such a third party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including, if relevant (but without limitation) pictures and licences from third-party owners and licensors.

7. PAYMENT TERMS

The Company shall invoice the Client monthly, either in advance or following Services delivered. Before the Company carries out any work, new Clients may be required to provide a non-refundable fee deposit. This deposit is kept securely and will be offset against the Client's last invoice(s) when the work detailed in an Order has been completed. In the event the Client does not pay a monthly invoice when it becomes due, the Company may use the deposit to pay the invoice and will halt any further work until the deposit is replaced.

i. Overdue Invoices. The Client shall pay each invoice submitted by the Company within 30 Days of the date of the invoice and in cleared funds in accordance with the clause below. Overdue Invoices without express prior written agreement by the Company are subject to the statutory legal remedy of charging statutory interest to the client. Late fees, as set out in the (interest) act 1998, will be charged at 8% plus the current Bank of England base rate at the date of invoice for all business-to-business transactions. In accordance with the late payment legislation, The Company may add debt recovery costs in addition to interest on late payments in the event that invoices remain outstanding and a late payment plan is not agreed upon by the Company.

ii. Late payment shall be considered as constituting a material breach of the Contract entitling the Company (at its discretion) to cancel the Contract or to affirm the Contract and assert the usual remedies for breach. In accordance with the late payment legislation, The Company is entitled to charge debt recovery costs in addition to interest on late payments.

iv. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law, and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. the Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

v. In the event that the Services cannot be delivered either in full or in part due to the Client's failure to assist or delay in assisting in the execution of the Order, the Company shall be entitled to charge to the Client an estimated amount, corresponding to the amount that would have been due had the Services been rendered in accordance with the Order. The Company shall be entitled to payment on the basis of the Company's price list applicable from time to time for any additional work required because of the Client's failure to assist or delay in assisting.

vi. If the Client subsequently requires the Company to complete the work within a shorter time frame than specified in the Order, the Company reserves the right to charge additional monies to prioritise such projects ahead of pre-planned work.

8. DELAYS/ COMPLAINTS /CANCELLATION

i. Complaints concerning claims of delays or breach of Contract shall be submitted immediately after the time when the Client became or should have become aware of the matter. If the Client fails to bring the defect (unless by its very nature, it is impossible to ascertain within such a period) to the attention of the Company within 48 hours, the Client shall be deemed to have accepted the Services and shall not be entitled to assert remedies based on delays or any breach of Contract.

ii. The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('Third Party Services'). The Client acknowledges that the Third Party Services will be governed by that third parties

terms and conditions and that the Company cannot provide any warranties in respect of the Third Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same. Providers of Third Party Services may provide their own warranties to the Client and the Client must satisfy itself whether or not such warranties (where given) are acceptable for the Client's business purposes or risk management policies.

iii. The Company's only responsibility in respect of Third-Party Services is to take reasonable care and skill when selecting the providers of the same.

iv. The Client's exclusive remedies for late delivery or Services not conforming with the Contract are as specified, and if the remedies set out in these Terms have been exhausted, the Client's final remedy is limited to cancellation of the Contract.

9. LIABILITY

a. Except as expressly stated, the Company shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Services or for any claim made against the Client by any third party.

b. Without prejudice to the generality of Clause above, the Company shall have no liability for any losses or damages which may be suffered by the Client whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories:

c. Any indirect or consequential loss arising under or in relation to the Contract even though the Company was aware of the circumstances in which such loss could arise;
d. Loss of profits; loss of anticipated savings; loss of business opportunity or goodwill;
e. Loss of data; whether in contract, tort (including negligence or otherwise)) under or in connection with the Contract.

OTHER LIMITATIONS OF LIABILITY
f. The Company shall not be liable for downtimes, interference in the form of hacking, virus, disruptions, interruptions, faulty third-party software, incorrect or altered passwords, search engines or websites, social platforms on which a service is dependent or other deliveries from a third party. The Company shall use its reasonable efforts to assist in remedial efforts if so requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these Terms or (at the Company's discretion) the Company's price list applicable from time to time.

g. The Company shall not be liable for any changes made without notice by the Client or a third party employed by the Client to domain names, websites, links, technical setup etc. and affecting the Services delivered by the Company. Preceding or subsequent work connected with any adjustments required as a result of such changes shall be charged to the Client in accordance with these Terms or on the basis of the Company's price list applicable from time to time at the Company's discretion.

h. The Company shall not be liable for Services relating to search engine optimisation, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, the Company shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.

i. If the Client does not implement some or all of the Company's recommendations, the Company shall not bear any liability for any lack of success experienced by the Client relating to the Services.

10. CONFIDENTIALITY AND PERSONAL DATA

i. A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

ii. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

iii. During the term of the Contract and for a period ending two years from the date of its conclusion, the Company shall take the same care as the Company uses with its own confidential information to avoid, without the Client's consent, the disclosure to any third party (except a subcontractor working on the Services who is subject to similar undertakings of confidentiality) of any of the Client's business or operational information which is designated as confidential.

iv. The obligation in Clause above shall not apply to any information which is or becomes publicly available otherwise than through a breach of this agreement, is already or rightly comes into the Company's possession without an accompanying obligation of confidence, is independently developed by the Company, or which the Company is required to disclose by law.

v. Each party agrees to comply with its respective obligations under the Data Protection Act 1998.

vi. The Client shall be obliged to indemnify the Company for any loss, including costs incidental to legal proceedings, suffered by the Company as a result of the processing of personal data which the Client has contributed being in contravention of the Data Protection Act 1998 or marketing law. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described in the present clause.

11. TERM, TERMINATION AND ASSIGNMENT

a) Either party may terminate this agreement by giving one month's written notice to the other without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period.

b) The Contract shall renew automatically for a further term of one month at the end of each year unless and until either party notifies the other of its wish to terminate the Contract at the expiry of the current year by giving the other party at least 30 days written notice to expire at the end of that Contract term.

c) Acts which constitute a major breach of contract and agreement leading to summary termination of services include but are not limited to as follows:
1. Non-payment or late payment.
2. Termination without due 30 days' written notice.
3. Client claim of a contract breach to justify early termination.
4. Cancellation of the contract before work begins.
5. Client cancellation after work has begun and or been completed.
6. Failure to provide any materials or conditions which were stated in the contract.
7. Demanding additional services which were not included in the contract.

12. NOTICES

Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

a) commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach: or
b) becomes or is insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or (except for the purposes of a genuine amalgamation or reconstruction) a petition is presented or meeting convened or resolution passed for winding up the defaulting party or the defaulting party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business.

c) The Company shall, in addition to all other rights and remedies under these Terms, be entitled to terminate this and all Contracts without notice in the event that any of its charges for the Services are not paid in accordance with these Terms.

d) Upon termination, for whatever reason, the parties shall be obliged to return all materials received from the other pursuant to the Contract without undue delay. If relevant, the Client shall be obliged to remove codes, etc., from websites without undue delay. If the Client fails to do so, the Company shall be entitled to invoice the Client in line with its then current terms and conditions for subsequent Services without such invoicing amounting to a waiver of the Company's right to terminate the Contract.

e) The Client shall not be permitted to assign or transfer all or any part of its rights or obligations under the Contract and these Terms without the prior written consent of the Company.

f) The Company shall be entitled to assign or subcontract any of its rights or obligations under the Contract and these Terms, and the Client acknowledges that certain elements of the Services will be provided by third parties if the Contract is impeded for more than six months due to a Force Majeure Event.

g) Any or all notices to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted by email or by registered post or by courier service as elected by the party giving such notice, at the addresses as mentioned below:

h) In the case of notice to the Company INGENIOUS GROUP at:
85 Great Portland Street, (1st Floor) London. W1W 7LT address or by email to The Ingenious GROUP: info@ingenious-group.com
In the case of notice to the Client at their primary and registered address.

13. EFFECT

In the event notice is served by email by either party, it shall only be effective once the other party has returned by email or mail to confirm receipt. Both the Client and The Company (Ingenious GROUP Ltd) confirm that receipt of notices issued by email will be confirmed to the other party within three business days.