

Ingenious Group Terms of Service and Supply

These service terms are deemed part of all service supply agreements 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 the Company updates from time to time.

'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 in the Order.

'Force Majeure Event' means an event beyond the reasonable control of either party, including but not limited to strikes, lockouts 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 or interim service proposal, then the Client will be deemed to have satisfied themselves as to the terms applying and have fully accepted these terms and conditions.

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 of the Company.

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

1. The Client hereby appoints the Ingenious Group, through a transparent service level agreement, as their representatives to provide agreed and specified consultancy management services for their projects or interim management as detailed in annexed proposals and scoping documentation, in quotations and or in interparty client-led consultancy requests.
2. Clients' representatives are appointing warrants they have the necessary level of authority to enter into agreements.
3. Clients may also enter into multiple contracts in force and operate concurrently for the separately purchased specialist support services of more than one representative or stand-alone projects or monthly support packages (for example, web development). These may include but are not limited to Fundraising, Strategic Planning, Operations Management, Web Development, Branding and social media monthly packages. Secondary contracts and 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.
4. **Scope creep:** In all cases, the agreement and associated milestones will set out the scope and role of the Company in performing the Service. This will detail what is and is omitted and ensure complete clarity of what services will be provided and what is outside the scope of the agreement.
5. Examples of scope creep: A client-facing report produced by the Company where the Client subsequently wishes to repurpose the contents to an external facing or published report and requires the additional services of professional copywriters due to a change of plan and usage. A Client seeking excessive changes to branding or web

developers' services outside the quote and agreed to scope of delivery, leading to the Company incurring additional studio time and charges.

6. The Company's online or set packages are treated as add-on ancillary services. 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).

3. RELATIONSHIP

The relationship between the Client and the Company and its Consultants will be that of an independent contractor. This 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 but may still act in the capacity of a client representative.

- a) The Client is not obliged to provide the Company with work, and the Company is not obliged to accept any work at all times.
- b) The Company has the right to substitute or subcontract work and retains full control over timescales quoted in all contracts. However, the Company may assign and commit a named consultant to a role that will not be substituted for the agreement term unless the Client requests it.
- c) This independent contractor relationship is beneficial for both the Client and the Company. It allows the Client to access the consultant's expertise without having to take on an employee's legal and financial obligations. It also allows the Consultant the freedom to manage how they use their expertise to carry out work.

4. AGREEMENT TERM

This Agreement will start and end on the date written in the Agreement and will continue until the end date set out in the Schedule unless it is ended earlier.

5. THE CONTRACT

The Order constitutes an offer by the Client to purchase the Services under 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 to give 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.

For 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 on their behalf.

6. THE COMPANY OBLIGATIONS AND WARRANTIES

1. The Company warrants that it will provide the Services stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.
2. ii. The Company shall use all reasonable endeavours to meet any performance dates specified in the Order. Still, 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.
3. The Company shall have the right to make any necessary changes to the Services to comply with any applicable law.
4. 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. Confidentiality: The Company shall maintain absolute confidentiality with respect to any known confidential information received in the course of our work or advised by the Client.

6. THE CLIENT'S OBLIGATIONS AND INDEMNITIES

Gatekeeper Requirement

1. The Client shall at all times provide a duly authorised and dedicated gatekeeper to assist the Company's representatives throughout the term of a project, Service and agreement.
2. The Gatekeeper will act as the key point of contact and, in all matters, serve as the 'client' to provide timely assistance and access to key staff and 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.
3. The Gatekeeper will ensure the timely supply to the Company of agreed resources, tools and employees service 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 project term.
4. 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.
5. 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 of the Company.
6. The Client undertakes to provide regular and timely feedback on the services the Company and its representatives provide. The content frequency and level should align with the duration and nature of management services. Feedback on services from both the Client and the Company representative is reviewed regularly to ensure the smooth running of our services to ensure that the Client's needs are met.
7. The Client shall be obliged as quickly as possible and within the agreed deadline to comment on and approve any reports or marketing materials provided under the Services, including (without limitation) research, marketing copy, and materials submitted by the Company. In addition, the Client shall be within the agreed deadline

to implement changes on websites, in IT systems or where the Company may otherwise require it.

8. 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. For example, but not limited to images provided by the Client without image rights or content of the Client's marketing materials 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.
9. 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 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.

7. SUPPLY OF MARKETING WEB & DIGITAL SERVICES

1. As standard across the Services and unless otherwise notified, the Client shall be exclusively responsible for implementing recommendations and/or web optimisation changes the Company recommends as notified by the Company. In some instances where amendments to existing social media services or web functions, the Client shall allow the Company's representatives access to their site's FTP or content management systems, usernames and passwords where it is necessary to complete a service.
2. 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.
3. The Company requires prior notice 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 performance may be affected; the Company cannot be held responsible.
4. xix. 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.

8. SUPPLY OF INTERIM & INSOURCING SERVICES

- A. The Company shall assign a named specialist consultant requested by the Client to meet the needs of a specific role or project detailed as set out in the Annexed detailed term of the Interim service supply agreement.
- B. The Company warrants that it will not reassign or substitute any other representative to carry out the agreed Service during the term of the agreement, except in the following cases:
 - The Client explicitly requests a change in representative.

- The assigned consultant cannot complete the project due to unforeseen circumstances or force majeure.
- C. In the event the Company must reassign or substitute a representative, it will do so in a timely and efficient manner and will make every effort to ensure that the new representative is qualified and capable of completing the project.
- D. The Company understands that the Client relies on the expertise and experience of the assigned consultant and is committed to providing the Client with the highest quality of Service.
- E. The Company warrants that its specialist consultants are training in their respective fields and will conduct their work exercising due care and attention. The Company is responsible for recruiting and employing its consultants in all matters. The Company's as the employer's responsibilities include but are not limited to as follows:

The Company (employer) is responsible for the Interim as follows:

1. PAYE and other statutory obligations: The Company shall be responsible for all PAYE and other statutory obligations in respect of the employee, including but not limited to National Insurance contributions, tax, and holiday pay.
1. Human resources obligations and laws protecting rights: The employer shall comply with all applicable human resources laws and regulations, including but not limited to the Equal Pay Act, the Sex Discrimination Act, the Race Relations Act, and the Disability Discrimination Act.
2. Continuous training and development: The Company shall provide the consultant (employee) with opportunities for continuous training and development to help the employee develop their skills and knowledge and to improve their performance.
3. Legal, health, and safety: The Company shall ensure that the employee has a safe and healthy working environment and is aware of and complies with all applicable health and safety regulations. Interim working offsite in venues and premises designated by Clients and necessary to carry out their Service is duty bound to exercise due care and attention to protect the welfare of employees and ensure Health and Safety compliance is always upheld.
4. Holiday and sick pay: The employer shall provide the employee with statutory holiday and sick pay in accordance with the Working Time Regulations 1998.
5. Equipment: The employer shall provide the employee consultant with the equipment necessary to perform their duties in accordance with the Company's policies and procedures.
6. SUPPORT SERVICES The Company shall provide back-office support and central finance, legal, administrative and IT specialist services to assist employees where necessary to meet deadlines or to provide additional support, for example, during short-term illness.
7. The Company is responsible for any other reasonably necessary matters to enable its consultant employees to perform their services.

The Client is responsible for the interim as follows:

1. Undertaking to treat the Company's outsourced consultants with mutual respect. This includes respecting their skills, knowledge, experience, and right to a safe and healthy working environment.
2. Reporting any instances of unfair treatment, toxic work practices, harassment, or discrimination to the Company immediately. The Company reserves the right to terminate an agreement if The Company's employee is treated unfairly, unreasonably, exposed to toxic work practices, or subject to harassment or discrimination in any form.
3. Cooperating with the Company's investigation of any reported incidents. This includes providing the Company with all necessary information and documentation.
4. The supply of client-specific or additional specialist training or equipment to The Company's consultant (employee) necessary to deliver the agreed Service. For example, provide promotional wear for outdoor events, specialist or bespoke IT.
5. Ensuring they supply sufficient and clear particulars of a role and its responsibilities with timely detail on all the services to be delivered in the service level role description and throughout the term of the agreement, ensuring changes are clear and kept up to date.
6. Ensuring that safe working practices are in place and interim service providers are working in a "safe environment". Examples of unsafe environments include but are not limited to:
 1. Bringing deadlines forward without the company representative agreement or due care to adjusting milestones,
 2. Overloading and adding tasks outside the scope of the role or agreement or providing conflicting reporting lines or ambiguous instructions.
 3. Failing to act in a timely manner to remove roadblocks that prohibit progress in milestones or projects. For example, an interim is tasked with producing a management report that relies on data from senior leadership teams, staff or Trustees that is not made available to them in a reasonable time or is supplied after significant delays or deadlines.
 4. Providing sufficient time, space and resources and a named representative to support Interims in their roles and responsibilities adequately.

9. FEES & PRICING

- a) Unless otherwise expressly stated, all prices shall be in GBP and subject to added VAT. If 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 an Order will be a fixed fee agreed upon or based on an estimate or submitted quote required to provide the Services.
- c) Services shall be invoiced at the end of each month or the end of the work in the case of a completed project. Consultancy time shall be in accordance with the agreed units within a project, in consultancy days per project or per month within the price set out in the Orders Quotations and SLA Agreement.
- d) In the event that the Client requests additional services outside the scope of the agreement project or role, 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, and make changes to an Order.

- e) 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.
- f) 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 a licence directly with such third party.
- g) Unless otherwise expressly stated, all prices shall be exclusive of costs for acquiring 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.
- h) Any additional costs outside the Order, for example, for client-authorised travel or ancillary purchases (for example, the purchase of third-party services like Mailchimp, memberships or Plugins to run a web action necessary to deliver the Service shall at all times be at the cost and duly authorised by the Client in writing before incurring expense any expense on their behalf.
- i) Clients are encouraged wherever possible to purchase ancillary supplies directly and in-house to support Interim roles, for example, management tasks that require purchasing IT services or web-based membership services on the Client's behalf. This helps Clients maintain control, protect passwords and ensure that reoccurring fees are met after our interims have left.

10. PAYMENT & TERMS

- i. The Company shall invoice the Client monthly, either in advance or following Services delivered. Before the Company carry 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.
- ii. The Client shall pay each invoice submitted by the Company within 14 Business Days of the date of the invoice and in cleared funds in accordance with the Clause below. Overdue Invoices without the express prior written agreement by the Company will be subject to legal, statutory remedy, including late fees as set out in the (interest) Act 1998. This will be charged at 8% plus the current Bank of England base rate, for business-to-business transactions, at the point of invoice.
- iii. 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. Without limiting its other rights or remedies, the Company may set off any amount owing to it by the Client against any amount payable to the Client.
- iv. 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.
- 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 have been rendered in accordance with the Order.
- vi. If the Client subsequently requires the Company to complete the work or milestones 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.

11.DELAYS COMPLAINTS CANCELLATION

- i. In the event that the Client proves that the Services are delayed or not in accordance with the Contract, the Company shall be obliged to remedy or redeliver, at its own discretion, without undue delay. If the Services continue to be not in accordance with the Contract after reasonable attempts have been made to remedy this, the Client shall be entitled to cancel the Order in accordance with the Clause provided that the breach is material.
- ii. Complaints concerning claims of delays or breach of Contract shall be submitted immediately after 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. Notwithstanding the remedy, Clients are encouraged to use The Company complaints procedure to resolve any service complaints.
- iii. The Client acknowledges that certain Services rely upon goods and/or services provided by third parties ('Third Party Services'). The Client acknowledges that that third parties' terms and conditions will govern the Third-Party Services 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. The Client must satisfy whether or not such warranties (where given) are acceptable for the Client's business purposes or risk management policies.
- iv. The Company's only responsibility regarding Third-Party Services is to take reasonable care and skill when selecting the providers of the same.
- v. The Client's exclusive remedies for late delivery or Services not conforming with the Contract are as specified. If the remedies set out in these Terms have been exhausted, the Client's final remedy is limited to cancellation of the Contract.

12. 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 the Client may suffer 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 about 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 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 based on 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, positions 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.

12. 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 to discharge 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 due to 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.

13. TERM, TERMINATION AND ASSIGNMENT

a) Either party may terminate this agreement by giving the other one month's written notice 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.

14. NOTICES

a) 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:

b) 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
c) 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.

d) 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.

e) 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.

f) 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 Company's prior written consent.

g) 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 third parties will provide some aspects of the Services if the Contract is impeded for more than six months due to a Force Majeure Event.

h) 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:

i) 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.

15. EFFECT

If 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 Client and Ingenious GROUP confirm that receipt of notices issued by email will be confirmed to the other party within three business days.

16. ARBITRATION

Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to arbitration under the laws of England and Wales.

17. MISCELLANEOUS

a) The Company reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to the Client. The Company shall not be liable to the Client or

any third party for any modification to or discontinuance of these Services save for the return of any prepaid sums in connection with the provision of the Services which are subsequently not provided.

b) The Company shall be free to provide its Services to third parties whether during or following the provision of the Services to the Client.

c) The failure of either party to enforce or to exercise at any time or for any period of time any right under these Terms does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.

d) If any term of these Terms is found illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding on the parties to the Contract.

18. INTELLECTUAL PROPERTY RIGHTS

a) It is the responsibility of the Client to ensure that they have the right to use any Intellectual Property Rights when they provide any text, image or representation ("Materials") to the Company for incorporation into the Services and the Client hereby grants or agrees to procure the grant of (as applicable) an irrevocable licence to the Company to use such Materials to provide the Services for the duration of the Contract.

b) The Client shall be responsible for ensuring that the contents of Materials the Client has contributed or approved are not in contravention of legislation, decency, marketing rules or any other third-party rights. The Company shall be entitled to reject and delete such material without incurring any liability. In addition, the Company shall be entitled to cancel the Order.

c) The Client shall indemnify the Company against all damages, losses and expenses suffered or incurred by the Company as a result of the Materials which the Client has contributed or approved being in contravention of legislation, decency, marketing rules or any action that any such Materials infringe any Intellectual Property Rights of a third party.

d) The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

e) Unless expressly stated otherwise in these Terms or an Order, the Intellectual Property Rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future shall vest in and be the property of the Company or the relevant third party from whom the Company has acquired a right of use to execute the Order.

f) The Intellectual Property Rights shall not be used, assigned, distributed, copied, or forwarded to online or offline activities by the Client without a separate, express written agreement.

g) The Client hereby irrevocably licenses the Company to use and display the Client's name, brand logo and work completed as a case study and or reference on the Company's website, other marketing materials or types of media whilst they are a Client of the Company and for 24 months after the Contract terminates. The Client agrees to supply the Company its most recent brand logo, as and when it is amended, from time to time.

19. FORCE MAJEURE

i. Neither the Client, nor the Ingenious GROUP, shall be held liable for any default, delay or lapse occurring due to events beyond their control, including riot, strike, theft, war, or acts of God and/or nature. FORCE MAJEURE If a party believes that a Force Majeure Event has occurred, such party shall immediately inform the other party of the start and end of the Force Majeure Event.

ii. Notwithstanding the other provisions of the present Terms, each party shall be entitled to terminate the Contract without explanation or liability to the other by written notice to the other party.

20. SEVERABILITY

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted. The rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

21. INDEMNITY

The Client shall indemnify and keep the Company indemnified against all losses, expenses or damages that the Ingenious GROUP may suffer due to any default or breach of terms by the Client under this Agreement.

22. WAIVER

The failure of either party at any time to enforce any provision of this Agreement shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorised officials of the Client and the Ingenious GROUP.

23. ENTIRE AGREEMENT

The parties acknowledge and agree that the Contract supersedes any prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitutes the entire agreement between the Company and the Client relating to these Services. Therefore, except as expressly provided, all other conditions and warranties (implied, statutory or otherwise) are hereby excluded to the fullest extent permitted by law.

24. LAW AND JURISDICTION

The Company and the Client shall be obliged to attempt to settle any disputes arising between them, including disputes relating to the existence or validity of the Contract through negotiation, always provided that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.

25. GOVERNING LAWS

The Client and the Ingenious GROUP shall comply with all statutory regulations. This agreement will be subject to the laws of the United Kingdom, specifically the laws of England and Wales.

26. EFFECT

This document was last updated on 2nd May 2023. This document shall remain in effect if not reviewed, even if the scheduled review date has passed.

Date

Signed and dated on behalf of **Ingenious Group LTD**

Name Role/ Title

Date

Signed and dated on behalf of **Charity Client**

Name

Role/ Title

ANNEX 1

Whereas Ingenious Group (the "Company") and Client (the "Client") desire to enter into an agreement for the provision of services by the Company to the Client; and

Whereas the Company has agreed to provide the following services to the Client:

[List of services]

And whereas the Client has agreed to pay the Company for the services in accordance with the following terms and conditions:

[Payment Terms]

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows: