

Adapt Consulting Company Limited

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

| | |
|-------------------------------------|--|
| Business Day | a day (other than a Saturday, Sunday or public holiday) when banks in the country in which the Client Manager is usually located are open for business. |
| Client | the person or firm who purchases Services from Adapt, whose details are set out below. |
| Client Equipment | any equipment, systems, cabling, telephone, fax, photocopying and computer or other facilities provided by the Client and used directly or indirectly in the supply of the Services. |
| Client Manager | the Client's manager for the Work, appointed in accordance with clause 5.1. |
| Client Material | all documents, information and materials provided by the Client relating to the Services. |
| Deliverables | all documents, information and materials developed by Adapt or its agents, subcontractors, consultants and employees in relation to a Statement of Work. |
| Adapt | Adapt Consulting Group, a company registered in Jersey with company number 99676. |
| Adapt's Consultant | Adapt's associate(s), employee(s) or consultant(s) for the Work appointed under clause 4.3 (and references to the Adapt Consultant shall be construed accordingly). |
| Adapt's Equipment | any equipment, including tools, systems, cabling or facilities, provided by a member of Adapt's Team and used directly or indirectly in the supply of the Services (which are not the subject of a separate agreement between the parties under which title passes to the Client). |
| Adapt's Team | the Relationship Manager, Adapt's Consultant and all persons engaged by Adapt in relation to the Work or who otherwise provide services to or are introduced to the Client under this agreement. |
| Intellectual Property Rights | all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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 rights, 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. |
| Pre-existing Materials | all documents, information and materials created or provided by any member of Adapt's Team relating to the Services which existed prior to the commencement of this agreement. |
| Relationship Manager | the representative of Adapt who is identified as the relationship manager in the most recent Statement of Work or any other representative of Adapt who has been notified to the Client by Adapt as being the relationship manager since the date of the most recent Statement of Work. |
| Sales Tax | applicable goods and sales tax chargeable in the Client's jurisdiction for the time being and any similar additional or replacement tax. |
| Services | the services to be provided by Adapt under this agreement as set out in the relevant Statement of Work, together with any other services which Adapt |

Adapt Consulting Company

| | |
|--------------------------|--|
| | provides or agrees to provide to the Client. |
| Statement of Work | a detailed specification describing the Work and setting out the Work's prices, location and timetable, responsibilities for the provision of the Services and other details set out in the Schedule and agreed in accordance with clause 3. |
| Work | work as described in the relevant Statement of Work. |

- 1.2. Headings in this agreement shall not affect its interpretation.
- 1.3. Any phrase introduced by the terms **includes, including** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. The schedule forms part of this agreement. References to **clauses** and **the Schedule** are, unless otherwise provided, references to the clauses of and the schedule to this agreement.
- 1.6. References to **parties** are to the Client and Adapt.

2. Master agreement and duration

- 2.1. This agreement will form the basis of a master agreement between the parties. Save as set out in clause 2.3, specific Work undertaken by Adapt for the Client under this agreement shall be detailed in a Statement of Work in substantially the same form set out in the Schedule signed by the parties and, unless specified to the contrary, be governed by and be deemed to form part of this agreement. In the case of conflict or ambiguity between any provision contained in this agreement and any provision contained in any Statement of Work, the provision in the Statement of Work shall take precedence.
- 2.2. Adapt shall provide the Services to the Client on the terms of this agreement. This agreement shall continue indefinitely until terminated in accordance with clauses 7.6 or 10 or 11.2.
- 2.3. For the avoidance of doubt, in circumstances where Adapt provides services to the Client which have not been agreed in a Statement of Work but which are provided on an ad hoc or informal basis or which are similar to Services agreed in a Statement of Work but which are provided after any termination or expiry date set out in a Statement of Work, or after the expiry of a period of time set out in a Statement of Work, such ad hoc or informal or similar services shall be provided by Adapt on the terms of this agreement.

3. Statement of Work

- 3.1. A Statement of Work shall be agreed in the following manner:
 - 3.1.1. the Client shall provide Adapt with a request for a Statement of Work, setting out the requirements and specifications of the services which it is requesting from Adapt, including a description of what work is to be done, dates by which each stage of the work is requested to be started and finished, Deliverables, Client Materials and such other information as Adapt may request to allow Adapt to prepare a draft Statement of Work;
 - 3.1.2. Adapt shall provide the Client with a proposed Statement of Work; and

Adapt Consulting Company

3.1.3. the Client shall, within five Business Days of receipt of a proposed Statement of Work, either reject or agree such Statement of Work. When the Statement of Work has been agreed, the parties shall both sign a copy of it and it shall be deemed to be governed by and subject to the terms of this agreement.

3.2. Once a Statement of Work has been agreed and signed in accordance with clause 3.1.3, no amendment shall be made to it except in accordance with clause 6 and clause 13.5.

4. Adapt's responsibilities

4.1. Adapt shall use all reasonable endeavours to manage and provide the Services, and to deliver the Deliverables to the Client, in accordance with each Statement of Work in all material respects.

4.2. Adapt shall use all reasonable endeavours to meet any performance dates specified in a Statement of Work, but any such dates shall be estimates only and time for performance by Adapt shall not be of the essence of this agreement.

4.3. Subject to the Client's approval (such approval not to be unreasonably withheld or delayed), Adapt shall appoint Adapt's Consultant in respect of each task of Work. The Relationship Manager (but not Adapt's Consultant or any other member of Adapt's Team) shall have authority contractually to bind Adapt on all matters relating to the Work. Subject to clause 4.4, Adapt shall use all reasonable endeavours to ensure that the same people act as Adapt's Consultant and as the Relationship Manager throughout the term of the Work.

4.4. If, acting reasonably, the Client considers that the Adapt Consultant is not satisfactory, it shall notify Adapt of that fact in writing. Without prejudice to clause 6.6, the Client Manager and the Relationship Manager shall use all reasonable endeavours to resolve the Client's concerns in good faith as soon as practicable. If the Client Manager and the Relationship Manager are not able to resolve the Client's concerns prior to the expiry of the period of ten Business Days from the date of the notice sent by the Client in accordance with this clause 4.4, Adapt shall use all reasonable endeavours to replace the Consultant as soon as reasonably practicable following receipt of such notice from the Client.

4.5. Adapt shall use all reasonable endeavours to observe and procure that all members of Adapt's Team observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under clause 5.1.3, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

5. The Client's obligations

5.1. The Client shall:

5.1.1. provide the Client Materials and Client Equipment and co-operate with Adapt in all matters relating to the Services and appoint the Client Manager in relation to each task of Work, who shall have the authority to bind the Client contractually on matters relating to that Work;

5.1.2. promptly and without charge, respond to and provide such information and access to the Client's premises, office accommodation and services, data and other facilities as Adapt or any

Adapt Consulting Company

member of the Adapt Team reasonably requests in order for Adapt to perform its obligations under this agreement;

5.1.3. inform Adapt of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises; and

5.1.4. ensure that all the Client Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services.

5.2. If Adapt's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client Manager or the Client, its agents, subcontractors, consultants or employees, Adapt shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

5.3. The Client shall be liable to pay to Adapt, on demand, all reasonable costs, charges or losses sustained or incurred by Adapt (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to Adapt confirming such costs, charges and losses to the Client in writing.

5.4. In the absence of Adapt's written consent, the Client shall not at any time from the date of this agreement until the date falling 12 calendar months after the expiry or termination of this agreement, whether directly or indirectly, solicit or entice away or attempt to solicit or entice away from Adapt or employ or attempt to employ any member of Adapt's Team. Without prejudice to clause 5.3, the Client shall pay to Adapt, on demand, all reasonable costs, charges or losses sustained or incurred by Adapt in connection with the breach by the Client of this clause 5.4 (including, for the avoidance of doubt, any costs, charges or losses arising out of the transfer by operation of law of the employment of any member of Adapt's Team to the Client).

6. Change control

6.1. The Relationship Manager and the Client Manager shall meet on a regular basis to be agreed, but in any case no less frequently than every 3 months to discuss matters relating to the Services. If either party wishes to change the scope of the Services or a Statement of Work, it shall submit details of the requested change to the other in writing.

6.2. If either party requests a change to the scope of the Services or a Statement of Work, Adapt shall provide a written estimate to the Client of:

6.2.1. the likely time required to implement the change;

6.2.2. any necessary variations to Adapt's charges arising from the change;

6.2.3. the likely effect of the change on any existing Statement of Works; and

6.2.4. any other impact of the change on this agreement.

Adapt Consulting Company

- 6.3. Unless both parties consent to a proposed change, there shall be no change to the relevant Services or Statement of Work or this agreement.
- 6.4. If both parties consent in writing to a proposed change and to the variations to the relevant Statement of Work and the terms of this agreement which are necessary in order to effect that change, this agreement shall be deemed to have been varied in accordance with clause 13.5.
- 6.5. If either party requests a change to the scope of the Services or the Statement of Work, or to the terms of this agreement, in order to comply with any law of England and Wales, Jersey, Guernsey, the European Union or any other law or regulation, regulatory policy, guideline or industry code which apply from time to time to the provision of the Services or to that party, and such changes do not materially affect the nature, scope of, or charges for the Services, the other party shall not unreasonably withhold consent to it.
- 6.6. If at any time the Client is not satisfied with the performance by Adapt or any member of Adapt's Team of the obligations under this agreement, or wishes to query the amount of any invoice raised by Adapt, the Client should contact the Relationship Manager in the first instance. If at any time Adapt is not satisfied with the performance by the Client of its obligations under this agreement, Adapt should contact the Client Manager in the first instance. The parties should use all reasonable endeavours to resolve any complaint or issue which is raised by one party with the other under this clause 6.6 in good faith as soon as practicable.

7. Charges and payment

- 7.1. In consideration of the provision of the Services by Adapt, the Client shall pay the charges set out in the relevant Statement of Work, which shall specify whether the charges shall be on a time spent basis, a fixed-price basis or a combination of both. Clause 7.2 shall apply if Adapt provides Services on a time spent basis, and clause 7.3 shall apply if the Client provides Services on a fixed-price basis. The remaining provisions of this clause 7 shall apply in either case.
- 7.2. Where Services are provided on a time spent basis, unless agreed otherwise in a Statement of Work:
 - 7.2.1. the charges payable for the Services shall be calculated in accordance with Adapt's standard daily fee rates for each member of Adapt's Team, as notified by Adapt to the Client from time to time;
 - 7.2.2. save as set out below, Adapt's standard daily fee rates for each individual person are calculated on the basis of a seven-and-a-half-hour day, worked between such hours as the Client shall notify Adapt or, in the absence of such notification, between 09:00 hours and 17:30 hours (with a one-hour break for lunch) on Business Days (the **Standard Hours**). Adapt anticipates that, in certain circumstances, members of Adapt's Team will be required to work outside of the Standard Hours in order to provide the Services in accordance with the relevant Statement of Work. Adapt acknowledges that this is consistent with usual business practice and, accordingly will only seek to charge an overtime rate in respect of hours worked outside of the Standard Hours where:

such additional hours are excessive;

Adapt Consulting Company

members of Adapt's Team are required to work outside of the Standard Hours on a routine or consistent (as opposed to occasional) basis; or

where the Client so consents in writing.

Where Adapt charges an overtime rate, it shall be 133% of the normal hourly fee rate for each hour or part hour worked by that member of Adapt's Team;

7.2.3. Adapt shall ensure that each member of Adapt's Team shall complete time sheets recording time spent on the Services, and Adapt shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 7.2.4; and

7.2.4. Adapt shall invoice the Client monthly in arrears for its charges for time and expenses (together with Sales Tax where appropriate) for the month concerned, calculated as provided in this clause 7.2 and clause 7.4. Each invoice shall set out the time spent by each member of Adapt's Team and provide a detailed breakdown of any expenses.

7.3. Where Services are provided for a fixed-price, the total price for the Services shall be the amount set out in a Statement of Work. Adapt reserves the right to raise invoices (which may include any expenses incurred) on a monthly or interim basis. Adapt will send a final invoice following completion of each task of Work.

7.4. Any fixed-price and daily rate contained in a Statement of Work shall exclude:

7.4.1. the cost of hotel, travelling and any other ancillary expenses reasonably and properly incurred by members of Adapt's Team in connection with the Services and the cost of services reasonably and properly provided by third parties and required by Adapt for the supply of the Services. Unless otherwise agreed, all travel costs are charged from the relevant member of Adapt's Team's home. Such expenses, materials and third party services shall be invoiced by Adapt; and

7.4.2. Sales Tax, if applicable, which Adapt shall charge at the appropriate rate.

7.5. The Client shall pay each invoice which is submitted to it by Adapt, within 15 calendar days of the date of the invoice, to the bank account identified in the invoice submitted to it by Adapt.

7.6. In circumstances where the parties agree that all or certain members of Adapt's Team are to be available to the Client during specific time periods then:

7.6.1. notwithstanding any other provisions of this agreement; and

7.6.2. irrespective of whether those members of Adapt's Team are engaged in providing the Services during those time periods,

7.6.3. the Client shall be required to pay the standard daily rates for those members of Adapt's Team for those time periods (together with Sales Tax where appropriate).

7.7. Adapt reserves the right to increase its standard fee rates, provided that (subject to clause 7.8) such charges cannot be increased more than once in any 12 calendar month period. Adapt will give the Client written notice of any such increase one calendar month before the proposed date of the

Adapt Consulting Company

increase. If such increase is not acceptable to the Client, it shall notify Adapt in writing within ten Business Days of the date of Adapt's notice and Adapt shall have the right without limiting its other rights or remedies to terminate this agreement by giving ten Business Day's written notice to the Client.

7.8. Adapt shall have the right to increase its standard or daily day rates more than once in any 12 calendar month period in circumstances where:

7.8.1. Adapt's costs are materially increased as the result of any legislative or governmental action or the decision of any taxation authority; or

7.8.2. (in relation to a specific member or members of Adapt's Team) the costs to Adapt of engaging that member(s) are materially increased.

7.9. Without limiting any other rights or remedies of Adapt, if the Client fails to make any payment due to Adapt under this agreement by the due date for payment (**Due Date**), Adapt shall have the right to charge interest on the overdue amount at the rate of two per cent per annum above the then current HSBC Bank plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

7.10. Nothing in this clause 7 shall prejudice or impair Adapt's right to claim late payment interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11. Adapt shall invoice the Client on a calendar month basis for payment within 15 days of the date of the invoice. The Client is in default of contract if an invoice is not paid on time. Adapt is entitled to cease or suspend its services, after having given the Client notice of such default and Adapt shall not be liable with respect to any consequence of such cessation or suspension.

8. Intellectual Property Rights

8.1. Save where the parties expressly agree otherwise, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by Adapt. Subject to clause 8.2, Adapt licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. Save where the parties expressly agree otherwise, if this agreement is terminated, this licence will automatically terminate.

8.2. The Client acknowledges that, where Adapt does not own any of the Pre-existing Materials, the Client's use of those rights in Pre-existing Materials is conditional on Adapt obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Adapt to license such rights to the Client.

9. Confidentiality and data protection

9.1. Save where the parties expressly agree otherwise, 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. The Receiving Party shall restrict disclosure of such confidential information to such of

Adapt Consulting Company

its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this agreement, 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 9.1 shall survive termination of this agreement.

9.2. Subject to clause 8.1, all materials, equipment and tools, drawings, specifications and data supplied by Adapt to the Client (including Pre-existing Materials and Adapt's Equipment) shall, at all times, be and remain as between Adapt and the Client the exclusive property of Adapt, but shall be held by the Client in safe custody at its own risk and maintained, insured and kept in good condition by the Client until returned to Adapt.

9.3. Each party warrants that it will process all data in connection with this agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments in any applicable jurisdiction.

10. Termination

10.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other immediately on giving notice to the other if:

10.1.1. the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default at least 30 days after being notified in writing to make such payment; or

10.1.2. the other party is subject to any formal insolvency procedure, or any step is taken in relation to such a procedure (other than for the sole purpose of a scheme for the solvent amalgamation of that party with another person or the solvent reconstruction of that party) or ceases, or threatens to cease, to carry on business.

10.2. Either party may terminate this agreement at any time, in whole or in part, on giving not less than two calendar months' prior written notice to the other party.

10.3. On termination of this agreement for any reason:

10.3.1. the Client shall:

immediately pay to Adapt all of Adapt's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Adapt may submit an invoice, which shall be payable immediately on receipt; and

return all of Adapt's Equipment and Pre-existing Materials. If the Client fails to do so, then Adapt may enter the Client's premises and take possession of them; and

10.3.2. the accrued rights and liabilities of the parties as at termination and clauses 8, 9, 10, 12 and 13.9 shall survive and continue in full force and effect.

Adapt Consulting Company

11. Force majeure

- 11.1. Neither party (the **Prevented Party**) shall be liable to the other for any delay or failure in performing its obligations under this agreement to the extent that such delay or failure is caused by an event or circumstances that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by that party or, if it could have been foreseen, was unavoidable, provided that the Prevented Party shall use all reasonable endeavours to cure any such events or circumstances and resume performance of its obligations as quickly as possible.
- 11.2. If any events or circumstances prevent the Prevented Party from carrying on its obligations under this agreement for a continuous period of more than 30 calendar days, the other party may terminate this agreement immediately by giving notice to the Prevented Party.

12. Limitation of liability – THE CLIENT’S ATTENTION IS DRAWN PARTICULARLY TO THIS CLAUSE

- 12.1. Nothing in this agreement shall limit or exclude Adapt's liability for:
- 12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - 12.1.2. fraud or fraudulent misrepresentation.
- 12.2. Subject to clause 12.1:
- 12.2.1. Adapt shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement; and
 - 12.2.2. without prejudice to the limitations of liability in this agreement, Adapt's total liability to the Client in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in relation to:
 - each task of Work shall not exceed the price paid for the relevant Work; or
 - Services that do not form part of the Work, shall not exceed the price paid for the relevant Services.
- 12.3. Without prejudice to clause 12.2, Adapt shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, unless the Client has given the Relationship Manager notice in writing of a claim, summarising the nature of that claim, the amount claimed and reasonable details of the matter or default which gives rise to the claim within the period of two years beginning on the date on which the relevant Work was completed (or, in circumstances where the claim relates to services provided by Adapt under clause 2.3, the date on which the relevant services were provided (or the last of such days, where such services were provided over a period of days)).
- 12.4. Except as set out in this agreement or in any Statement of Work, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

Adapt Consulting Company

13. General provisions

- 13.1. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received, if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9:00 hours on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by registered airmail, at 09:00 hours in the place of receipt on the fifth Business Day after posting, or if sent by fax, on the next Business Day after transmission. This clause 13.1 shall not apply to the service of any proceedings or other documents in any legal action. Writing shall not include e-mails and for the avoidance of doubt notice given under this agreement shall not be validly served if sent by e-mail.
- 13.2. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties agree that the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.3. This agreement (together with the relevant Statement of Work and any confidentiality agreement entered into by the parties) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.4. Any waiver of any paragraph or clause must be made expressly in writing. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.5. Any variation of this agreement shall have no effect unless agreed in writing by the parties.
- 13.6. A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 13.7. Adapt may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent. The Client shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

Adapt Consulting Company

13.8. This agreement and any Statement of Work may be executed in any number of counterparts, each of which when executed shall constitute an original, but all the counterparts shall together constitute the same agreement. This agreement and any Statement of Work may be executed by the parties by way of a digital signature (that is, an electronic communication that allows the recipient of that communication to verify the authenticity and integrity of the message).

13.9. The agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including any non-contractual disputes or claims).

14. This agreement has been entered into on the date stated below.

| | |
|---|--|
| Client name | |
| Client address | |
| Client registered number (if applicable) | |
| Signed by(Print Name) for and on behalf of the Client Director/Partner/Member/Authorised Signatory | |
| Signed by(Print Name) for and on behalf of Adapt Consulting Group | |

Adapt Consulting Company

.....
Director

.....
Date