

SUSSEX COMPLIANCE TG LIMITED — STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 "Contract" means the agreement between Sussex Compliance TG Limited ("Sussex Compliance") and the Client named in the Statement of Work, comprising the signed Statement of Work (SoW) and these Terms and Conditions.

1.2 "Services" means the engineering and regulatory compliance consulting defined in the SoW.

1.3 "Client Confidential Information" has the meaning given in clause 4.1.

2. Fees and Payment

2.1 All fees are as stated in the SoW and are exclusive of VAT (if applicable) and reasonable pre-approved travel expenses.

2.2 Sussex Compliance shall invoice the Client in accordance with the schedule in the SoW. All invoices are strictly payable within fourteen (14) days of the invoice date.

2.3 Overdue payments shall accrue interest at a rate of 4% per annum above the Bank of England base rate, calculated daily from the due date until paid in full.

3. Client's Obligations & Safety Data

3.1 The Client must provide all chemical formulations, raw material safety data sheets (MSDS), and facility data necessary for Sussex Compliance to perform the Services.

3.2 The Client warrants that all information provided is accurate and complete. Sussex Compliance shall not be liable for any errors, omissions or non-compliances in the deliverables to the extent they arise directly from inaccurate or incomplete raw data supplied by the Client.

4. Intellectual Property (IP)

4.1 **Client IP:** The Client retains absolute ownership of all proprietary chemical formulations, recipes, raw material details, and any other information clearly identified as the Client's Confidential Information.

4.2 **Sussex Compliance IP:** Sussex Compliance retains ownership of all methodologies, templates, audit frameworks, know-how, and the "Wealth-Driven Compliance" brand used to provide the Services.

4.3 **Deliverables Licence:** Sussex Compliance grants the Client a non-exclusive, perpetual, royalty-free, irrevocable licence to use the final reports, gap analyses, and other written deliverables produced under the SoW solely for the Client's internal business operations. The Client may not commercialise, sub-license, or disclose the deliverables to third parties (except to its professional advisers or regulators) without Sussex Compliance's prior written consent.

5. Confidentiality and Data Security

5.1 The Client acknowledges that Sussex Compliance maintains a documented Client Data Security & Handling Procedure (QMS-001) which sets out its rules for secure storage, access and destruction of client data. Sussex Compliance shall comply with QMS-001 when handling Client Confidential Information.

5.2 Both parties shall keep confidential all Client Confidential Information and not disclose it to any third party except as permitted by this Contract. Sussex Compliance may share Client Confidential Information with its directors, employees and professional advisers on a need-to-know basis, provided they are bound by equivalent confidentiality duties.

5.3 On termination of the Contract, Sussex Compliance shall permanently delete or return all Client Confidential Information in accordance with the retention periods and destruction obligations in QMS-001, and provide written certification of destruction if requested.

5.4 The obligations of confidentiality in this clause survive termination of the Contract and apply to Client Confidential Information that constitutes a trade secret indefinitely, and to all other Client Confidential Information for five (5) years following its disclosure.

5.5 If a separate mutual non-disclosure agreement exists between the parties, that agreement remains in effect for disclosures made before the date of this Contract. For the purposes of the Services, the provisions of this clause 5 shall apply and, in the event of any conflict, shall prevail.

6. Limitation of Liability

6.1 Nothing in this Contract limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot lawfully be excluded.

6.2 Subject to clause 6.1, the total aggregate liability of Sussex Compliance to the Client in respect of any breach of contract, negligence, or statutory duty arising under or in connection with this Contract shall be strictly limited to the total fees actually paid by the Client under the specific SoW to which the claim relates.

6.3 **No Consequential Loss:** Subject to clause 6.1, Sussex Compliance shall under no circumstances be liable to the Client for any loss of profit, loss of revenue, loss of contract, business interruption, loss of production, product recall costs, regulatory fines, or any indirect or consequential loss.

6.4 The limitations in clauses 6.2 and 6.3 shall not apply to liability arising from the unauthorised use or disclosure of the Client's proprietary chemical formulations or trade secrets (Client Confidential Information).

7. Termination

7.1 Either party may terminate this Contract for convenience by giving seven (7) days' written notice to the other. In the event of termination, the Client shall pay for all work

completed up to the date of termination on a pro-rata basis.

7.2 Either party may terminate this Contract immediately by written notice if the other party commits a material breach of any term and (where the breach is remediable) fails to remedy it within 14 days of being notified in writing, or if the other party becomes insolvent or enters into liquidation or administration.

8. Force Majeure

Neither party shall be in breach of this Contract if performance is delayed or prevented by circumstances beyond its reasonable control, including industrial action, or government restrictions.

9. Entire Agreement

This Contract (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements relating to the Services. Each party acknowledges that it has not relied on any statement not set out in the Contract.

10. Notices

Any notice under this Contract shall be in writing and delivered by email to the addresses set out in the SoW, or to such other address as a party may notify. Notices are deemed received on the next business day after sending.

11. Severance

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the commercial intent of the original.

12. No Assignment

Neither party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other, such consent not to be unreasonably withheld.

13. Governing Law and Jurisdiction

This Contract, and any dispute arising from it, shall be governed by and construed in accordance with the laws of England and Wales. Both parties submit to the exclusive jurisdiction of the English courts.