

1. These Standard Terms of Business apply to the delivery of services including consultancy and research work (Services) by AC's pursuant to a Service Agreement enclosing these Standard Terms and Conditions. These Standard Terms and Conditions and the Agreement together with any other documents or other terms to which specific contractual reference is made in the Agreement constitute the Contract.

**NON-DISCLOSURE AGREEMENT (NDA).** In order to protect the interest of Clients, all AC Staff are employed under a Service Contract which specifically forbids the unauthorised disclosure of confidential information. AC will use reasonable endeavours to keep confidential for two years from the date of its communication all information supplied by the Client which is defined and designated as confidential in writing at the time of its supply and the enforcement against a member of staff of the Terms of AC Service Contract shall be deemed to be a full and sufficient discharge of its duties in this connection. However this confidentiality shall not extend to any information already known to AC prior to its disclosure by the Client or lawfully received from a third party, or any information already existing in the public domain at the date of its disclosure or which AC is required to disclose pursuant to a statutory obligation.

2. An estimate of AC's charges and expenses for the delivery of the Services is provided in the attached Agreement. This remains valid for the period stated in the Agreement or for ninety days from the date of submission.

3. **CHARGES FOR SERVICE:** AC shall invoice the Client for amounts equal to the Claim Fee (25% of clients entitlement/benefit). The Claim fee is the Charges due when the R&D claim has been submitted to HMRC and in the case of a tax credit claim or tax refund when the Client has received or AC has received on the Clients behalf. All invoices raised under this Contract will be payable within 7 days of the invoice date unless stated otherwise.

VAT will be added to the Claim Fee in accordance with VAT legislation. All fees charged by AC are deductible for corporation tax purposes. Invoices are payable together with VAT within the term specified in the Agreement without right of set-off or counterclaim statutory or otherwise. AC reserves its right to claim interest on late payments in accordance with existing legislation. 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 AC in order to justify withholding payment of any such amount in whole or in part. AC may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by AC to the Client.

4. AC may terminate the Contract and discontinue work if the Client: (a) fails to make payment in accordance with the Contract; or (b) summons a meeting of its creditors, suffers a proposal for voluntary arrangement, becomes subject to any voluntary arrangement, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income, passes a resolution for its winding up (save for the purpose of a voluntary reconstruction or amalgamation), has a petition presented to any Court for its winding up or for the appointment of an administrator (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under Section 425 Companies Act 1985 or becomes the subject of a notice to strike off the register at Companies House or for an administration order or has anything analogous to any of the foregoing occur in any other jurisdiction; or (c) is in breach of the Contract in a manner which is not capable of rectification or (where capable of rectification) which is not rectified within 14 days of written notice requiring its rectification. All sums owing at the time of such circumstances shall become immediately payable as a debt to AC.

5. All conclusions, recommendations, and forecasts in the Agreement and any subsequent report, letter communication, both verbal and written, are made in good faith and on the basis of the information available to AC at that time whether from the Client or information which is in the public domain and the validity thereof will depend, amongst other factors, on the effective co-operation of the Client, and the Client's Staff. Hence, no condition, warranty or representation, express or implied, is given as to the results or performance obtained or to be obtained from the Services provided by AC and the Client shall be responsible for the proper adaptation of AC recommendations to the Client's own circumstances. AC cannot warrant that the

work will be outside the scope of any patent or registered design, and will not be liable to the Client for any loss or claim which is not reasonably foreseeable on acceptance of the Agreement. For any direct loss or damage suffered by the Client in contract or tort or under statute or otherwise, AC liability shall be limited to the amount specified in the Agreement or, if no amount is specified, to the total amount that AC would be entitled to under the Contract, except that such limit shall not apply to direct loss or damage caused by AC fraud or relating to death or personal injury caused by AC negligence.

6. **LIMITATION OF LIABILITY** 6.1 (a) The Supplier 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 for any indirect or consequential loss arising under or in connection with the Contract and;

(b) the Supplier's total liability to the Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort or otherwise shall not exceed £1,000.

6.2 The Supplier has no responsibility for the validity or accuracy of the data or information supplied by the Client in connection with a Claim or this Contract generally and has no liability where it is subsequently proven that the data or information supplied was fraudulent, negligent, invalid, inaccurate or incorrect.

6.3 The Supplier shall not be liable for any tax credits lost or loss of income resulting from a failure or delay by the Client in providing information to it, in connection with the Services or in complying with its obligations under this Contract.

6.4 Except as set out in these T&Cs, all warranties, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.5 This clause 9 shall survive termination of the Contract. AC shall not be liable for any consequential or indirect loss (including without limitation lost or anticipated revenues or profits, pure economic loss and loss of business) suffered by the Client whether this loss arises from a breach of duty in contract or tort or in any other way (including without limitation loss arising from AC negligence).

6.6 The Client agrees not to institute any claim arising out of or in connection with this engagement against any individual Director, consultant, or employee of AC in their personal capacity.

7. It is a condition of acceptance of the attached Agreement and of the Contract arising therefrom that the Client will not recruit or employ either directly or indirectly either full or part-time any person who is employed by AC on or in connection with the delivery of the Services without AC prior consent in writing either during the Contract or for a period of one year from the completion thereof.

8. Title to all industrial or intellectual property, including know-how, patents and copyrights, that AC possesses or develops as background knowledge remains the property of AC. Title to all industrial or intellectual property arising directly from and relating directly to the Contract including know-how, patents and copyrights made directly by officers or employees of AC remains the property of AC until full payment of AC fees have been made by the Client. Once full payment has been made by the client, full title and ownership transfers directly to the client.

9. Reports submitted and advice given by AC are for the use of the Client within its business only and are not to be reproduced or disclosed to third parties without prior consent confirmed in writing by a duly authorised representative of AC. AC accepts no responsibility to the Client if the Client is sued by a third party to whom the Client has passed a report or advice.

10. The Contract is personal to the parties to it and shall not be capable of assignment.

11. The Client has a right to cancel this contract within a period of 7 working days from the Commencement Date. Any notice demand or communication under the Contract shall be in writing and may be delivered by hand, post, facsimile or e-mail, addressed to the recipient at the address stated in the Proposal or any other address (including a facsimile number or e-mail address) notified to the other party in writing for such purpose. The notice, demand or communication shall be deemed to have been duly served: (a) if delivered by hand, at the time of delivery; (b) if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted; (c) if delivered by facsimile, at the time of transmission; or (d) if delivered by e-mail, 24 hours after being mailed. Consequence of cancellation after 7 working days. If the client chooses to cancel the contract outside the 7 working days cancellation period then AC will charge the client for work done so far. Client obligations: The Client shall:

(a) provide AC with authorisation, documents and information upon request within 30 days including access to the clients Government Gateway account to submit CT600s for R&D purposes where necessary. (failure to do so may result in late fees being applied).

(b) ensure that all information they provide is complete, true and accurate;

(c) co-operate with AC in all matters relating to the Services;

(d) provide AC, with access to the Client's premises, records, personnel and other facilities as reasonably required by the Supplier, in order to carry out its Services;

(e) obtain all necessary consents which may be required by the Supplier to perform its services;

(f) ensure that all third parties that are required to provide information and documentation to AC, co-operate and provide such information and documentation promptly. The provision of such documentation and information supplied

shall be deemed to be correct and accurate;

(g) provide to AC copies of any and all correspondence between the Client and HMRC, relating to the Claim or any previous claim, together with any other information considered by the Client or its professional advisers to be pertinent to a Claim or any of the Services to be provided;

(h) pay its own costs and the costs of any third parties in providing information and documentation required by the AC in order to perform the Services.

(i) Pay AC's fee immediately once any corporation tax refund, tax credit or corporation tax offsets have been received or realised.

Failure to do this may result in AC terminating the contract resulting in AC charging the client for work done so far, which will be charged at £185 per hour. Depending on the amount of work completed by AC, AC may invoice the client for the amount equivalent to the realised or estimated Claim Fee. AC reserves the right to retract any submitted reports resulting in any corporation tax refunds, tax credits or corporation tax offsets being rescinded.

Should the Client become unwilling to cooperate with AC or engage an alternative entity to pursue claims during the term of the Contract, AC reserves the right to levy a charge against the Client equivalent to the amount of the previous year's claim.

AC reserves the right to withdraw any submitted R&D claims by resubmitting the original CT600 return provided by the Client, excluding our R&D computations. This action will result in the rescission of any corporation tax refunds, tax credits, or corporation tax offsets should the Client fail to remit payment for any outstanding invoices by their due dates.

12. Any waiver of any breach of, or default under, the Contract by a party shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms and conditions therein.

13. Nothing in the Contract shall create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

14. The Contract sets out the entire agreement and understanding between the parties in connection with the Services and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to the Services. For the avoidance of doubt any subsequent document containing terms and conditions shall be inapplicable unless agreed as a variation to the Contract in accordance with Clause 17 below

15. No variation to the Contract shall be effective unless agreed in writing by duly authorised representatives of the parties. Such agreement may be delivered by hand, post, facsimile or e-mail in accordance with Clause 12 above. Nothing in the Contract shall exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

16. AC shall not be liable for any delay or failure to perform any of its obligations under the Contract insofar as the performance of such obligations is prevented by an event which is beyond its reasonable control. Notwithstanding the foregoing, AC shall use its reasonable endeavours to continue to perform its obligations for the duration of such force majeure event.

17. Nothing contained within the terms of, and no action taken by AC or the Client pursuant to, the Contract shall be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

18. **CONTRACT DURATION:** The signing or agreeing to the 'Client Authority' by these terms constitutes an acceptance of the services to be provided by AC to the Client in accordance with all of the Conditions. The date the 'Client Authority' is signed or agreed to by the Client is known as the commencement date. AC will facilitate the Claim for the next 3 financial years and the previous 2 financial years. (The contract will allow AC to claim 5 years in total for the client). If the client becomes unwilling to cooperate with AC or has claimed by using an alternative entity mid contract then AC reserves the right to charge the client an amount equivalent to the previous year's claim.

19. The Contract is governed in all respects by English Law and the Parties submit to the exclusive jurisdiction of the English Courts.