

THE WELLBEING PROJECT (EUROPE) LIMITED STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS OF BUSINESS

- (1) The Customer wishes to engage The Wellbeing Project (Europe) Limited (company number 06052302) ('the Company') to provide those Services and/or Materials set out in the relevant Statement of Work document, and the Company has agreed to accept the engagement on the terms laid out in this Terms and Conditions document.
- (2) The engagement between the parties is bound by the terms of this Terms and Conditions document, the Statement of Work document and the Privacy Notice, which all taken together form the contract between the parties (the 'Agreement').

IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement the following expressions have the following meanings:

"Accreditation Programme" a programme facilitated by the Company to train and certify delegates who are then able to deliver services, such as Wraw Assessments, Wraw Reports, coaching debriefs and, if applicable, workshops, relevant to their certification;

"Add-Ons" those additional features listed on the Wraw Platform capable of being purchased on an individual basis and added to a Licence;

"Agreement" this Terms and Conditions document, together with the Statement of Work and Privacy Notice;

"Annual Plan" any bespoke annual plan providing Services each month over a 12 month period, including related Materials;

"Business Day" 08:00 – 18:00 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England and Wales or Scotland;

"Certificate" a certificate issued by the Company certifying that a delegate has successfully completed the Accreditation Programme;

"Committed Spend" the spend (excluding VAT) to which Customer commits as set out in the Statement of Work;

"Content" the content of the Materials including but not limited to narrative/text, models, tools, exercises, techniques, top tips, action plans,

presentation slides, handouts, reports and manuals;

"Customer" the person, firm, partnership or company purchasing the Services and/or Materials from the Company under this Agreement;

"Customer Equipment" the technical equipment belonging to or to be provided by the Customer for use in the provision of Services and/or Materials;

"Confidential Information" in relation to either Party, all confidential information disclosed to a Party or its employees, officers, representatives or advisors by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether labelled as confidential or not);

"Consultancy" professional service work provided by the Company to the Customer for a specific piece of work or project, which may or may not be related to the Services;

"Data Processing Policy" the Privacy Notice detailing the Company's use of personal data under General Data Protection Regulation (EU) 2016/679 as amended under the Data Protection Act 2018, available at www.thewellbeingproject.co.uk/privacy-policy/ and as updated from time to time;

"Data Protection Law" means all applicable data protection and privacy legislation, regulations and guidance including the Data Protection Act 2018 ("DPA"), Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated or re-enacted from time to time);

"Designated Contact" an employee of the Customer nominated as a contact point for the Company;

"Digital Platform" any digital platform the Company shall elect to utilise;

"Documents" includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, plans and any design documents prepared by the Company, and including the Wraw Programme, the Wraw Platform and the Wraw Practitioner Platform;

"Effective Date" the date of the Agreement as stated in the Statement of Work;

“Fees” the price to be paid by the Customer to the Company for provision of the Services and/or Materials (sometimes broken down by Session) as set out in the Agreement, as amended by the Parties in writing from time to time;

“First-Time Customer” a Customer who is entering into an Agreement with the Company for the first time;

“Further Programmes” additional training webinars facilitated by the Company to provide Practitioners with Wraw Practitioner Platform updates and/or refresher training, which may be conducted for a Fee;

“Group” the “holding” and “subsidiary” companies of the Parties as defined in section 1159 of the Companies Act 2006;

“Initial Term” the first Term specified in a Statement of Work;

“Intellectual Property” includes all Materials, patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in 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 to use and protect the confidentiality of Confidential Information (including without limitation know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, 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;

“Level 1 User” a User accessing the Wraw Platform only;

“Level 2 User” a User accessing Wraw HQ to manage their Level 1 Users’ Licence permissions and any Add-Ons;

“Level 3 User” a User accessing the Wraw Practitioner Platform, also referred to as a “Practitioner”;

“Licence(s)” are the non-exclusive, revocable, non-transferable and limited licences granted by the Company to the Customer and the Users for the use of Wraw HQ and/or the Wraw Platform and/or the Wraw Practitioner Platform by the Customer or its Users, and inclusive of any Add-Ons that may have been purchased under the Licence;

“Losses” any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims and damages;

“Materials” products and items procured by or created by the Company for the Customer including but not limited to webinars, podcasts, videos, toolkits, handouts, workbooks;

“Party” a party to this Agreement and “Parties” shall be construed accordingly;

“Practitioner” an individual who has successfully completed the Accreditation Programme, who has received a Certificate enabling them to deliver services in accordance with Clause 9;

“Premises” the Customer’s property where the majority of the Services and/or Materials are to be provided, as specified in the Statement of Work, or such other premises as may be agreed in writing from time to time between the Parties;

“Provisional Start Date” the suggested date on which provision of the Services and/or Materials will commence;

“Proposal” quotation document generated by the Company for Services and/or Materials from the Company;

“Renewal Term” an extension of the previous Term (whether Initial or Renewal) for one year unless otherwise agreed between the Parties;

“Renewal Term Fee” the price to be paid by the Customer to the Company for provision of Goods and/or Services under a Renewal Term, to be calculated (unless otherwise agreed by the Parties in advance) as one-year pro-rata to the Fees payable under the Initial Term, then accounting for any increase in price to costs or materials (since commencement of the Initial Term) that the Company must incur in order to provide the Services and/or Materials;

“Services” the services to be provided by the Company to the Customer as described in the Statement of Work, and subject to the terms of this Terms and Conditions document;

“Session” any one (of potentially many) appointment organised between the Parties in which the Company is to provide the Services and/or Materials;

“Statement of Work” the document detailing an order for Services and/or Materials agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; placing an order via an order form, email, or other means; or receiving a document labelled ‘Statement of Work’ from the Company;

“Term” if relevant, the length of time under which the Agreement will continue to run and operate;

“Third-Party” any individual, firm, partnership or company who does not have a direct connection with the Customer or the Company, such as a software vendor;

“User” any individual (director, partner, employee or consultant) within the Customer business who is to use Wraw HQ or the Wraw Platform or the Wraw Practitioner Platform, whether a Level 1 User, Level 2 User or Level 3 User;

“Wraw Assessment” a psychometric assessment that is completed by the Customer’s employees, agents, authorised contractors;

“Wraw Debrief” a Session specifically arranged to give feedback on a Wraw Report following a completed Wraw Assessment;

“Wraw HQ” the user interface which enables Level 2 Users approved by the Company to manage their Level 1 Users;

“Wraw Platform” the digital online wellbeing software (accessed via the Company’s website and app) through which some of the Wraw Programme is provided;

“Wraw Practitioner Platform” the user interface which enables Level 3 Users approved by the Company to set up, edit and manage projects;

“Wraw Programme” the group of solutions offered by the Company to deliver benefits of wellbeing and resilience to an organisation and its employees;

“Wraw Report” a psychometric report that is generated for individuals, teams, leaders and organisations, purchased for a Fee.

“Worker” the Company employee, agent, authorised contractor or sub-contractor, engaged in provisioning and delivering part or all of a Service.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.2 a clause or paragraph is a reference to a clause or paragraph within the document of reference.

2 Provision of Services and/or Materials

- 2.1 The Company shall provide Services and/or Materials to the Customer (and, if applicable, during the Term) in consideration of the Fees in accordance with the Agreement.
- 2.2 The Company shall provide Services and/or Materials;
- 2.2.1 face to face – at the Premises; and/or
- 2.2.2 virtually – via Digital Platform.
- 2.3 The Services may include the granting of a specific number of Licences. In that instance each User of the Wraw Platform and/or the Wraw Practitioner Platform must agree to the further Licence terms presented upon login.
- 2.4 If the Company fails to provide any Services and/or Materials or is aware of anything that would adversely affect their provision, the Company shall notify the Customer in writing and shall undertake such remedial action within 28 calendar days of either the breach occurring or the date on which the Company should reasonably have been aware of the breach, whichever is the earlier.

2.5 The Agreement constitutes the entire understanding and agreement between the Parties in relation to the engagement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, promotional materials and understandings between them, whether written or oral, save for any correspondence chains between the Parties that directly discuss the terms of the Statement of Work.

3 Order for Services and/or Materials

- 3.1 If numerous Statements of Work are agreed with the same Customer (and even if during the Term of any one Agreement) then, for the avoidance of doubt, each new Statement of Work will be interpreted as a new Agreement. Any changes shall be agreed between the Parties in writing.
- 3.2 An Agreement shall come into effect upon the Effective Date.
- 3.3 The Customer shall be invoiced for Fees in accordance with (i) clauses 7 and 8 of the Terms and Conditions and (ii) the ‘Fees and Payment Schedule’ section of the Statement of Work;
- 3.4 No amendment shall be made to the Agreement except as agreed in writing between the Parties.
- 3.5 Unless otherwise agreed in writing between the Parties, the Agreement shall supersede all other terms and conditions, including any terms or conditions which the Customer seeks to impose or incorporate under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing, or by any other means.
- 3.6 In case of conflict, the following precedence shall apply: Statement of Work > Terms and Conditions.

4 Customer’s Obligations

- 4.1 The Customer shall:
- (i) Where Sessions are to be provided face to face;
- 4.1.1 allow the Company and its Workers reasonable access to the Premises during the Business Day for the sole purpose of providing the Services and/or Materials. Such access will be agreed in advance with the Customer and with reasonable notice;
- 4.1.2 allow the Company and its Workers reasonable use of any Customer Equipment, personnel and other facilities reasonably required for the purpose of providing the Services and/or Materials;
- 4.1.3 provide the Company with such information as may reasonably be required to assist with the procurement and performance of the Services and/or Materials in a timely manner, and if requested, prior to the commencement of Services and/or Materials;

- 4.1.4 where the Company is unable to deliver the Services and/or Materials face to face, accept the Services and/or Materials virtually via Digital Platform, at the sole discretion of the Company;
- 4.1.5 provide any necessary literature, books, policies and other material which the Customer requires the Company and its Workers to follow, such as security policies and Health and Safety guidelines whilst on site; and
- 4.1.6 be responsible (at its own cost) for preparing the Premises for the supply of the Services and/or Materials, except where this is included as part of the Services.
- (ii) Where Sessions are to be provided virtually via Digital Platform;
- 4.1.7 assist the Company and its Workers in distributing information to attendees for access to the Digital Platform (and for the sole purpose of the Company providing its Services and/or Materials). Such access will be agreed in advance with the Customer and with reasonable notice;
- 4.1.8 allow the Company and its Workers reasonable use of any digital Customer Equipment, personnel and other facilities reasonably required for the purpose of providing the Services and/or Materials; and
- 4.1.9 provide the Company with such information as may reasonably be required to assist with the procurement and performance of the Services and/or Materials via Digital Platform in a timely manner and, if requested, prior to the commencement of such Services.
- 4.2 The Company may charge the Customer for any reasonable costs and expenses properly incurred by the Company and which cannot be mitigated, as a direct result of any delay or variation in the Customer's instructions and/or requirements, or any failure on the part of the Customer to provide instructions in a reasonable and timely manner.

5 Mutual Obligations

- 5.1 The Parties shall take reasonable steps to keep the other informed of any special requirements applicable to the Services and/or Materials, such as changes to regulatory compliance in their respective industries. To the extent necessary, the Company shall take reasonable steps to comply with such special requirements without an increase in the Fees.
- 5.2 Neither Party shall be liable for any fault or failure of the Digital Platform that may occur during the delivery of the Services and/or Materials. Should there be a fault or failure, both parties will mutually agree alternative arrangements for delivery of the Services and/or Materials.
- 5.3 If the Customer or any Third-Party omit or do anything which prevents or delays the Company from undertaking or complying with any of its obligations under this Agreement, the Company

shall be free of any liability in respect of any such delay or failure in the provision of the Services and/or Materials.

6 The Company Obligations

- 6.1 For the duration of the Agreement (and, if applicable, during the Term) the Company shall:
- 6.1.1 ensure that the Services and/or Materials are provided with the care, skill and diligence required of a professional business in accordance with the terms of this Agreement and best practice in its industry;
- 6.1.2 ensure that Services are performed by Workers who are technically competent and properly qualified to provide the Services, and take reasonable steps to ensure that Workers comply with the Customer's on-site policies when attending the Premises, if provided in advance;
- 6.1.3 if applicable to the Services, provide the necessary number of Licences;
- 6.1.4 only use any approved Customer's Equipment and assets, or access to Premises, for the purposes of providing Services and/or Materials; and
- 6.1.5 maintain suitable insurance policies that it deems reasonable in connection with the provision of the Services and/or Materials.
- 6.2 The Company shall comply with applicable Data Protection Law, as laid out in detail in the Data Processing Policy.

7 Payments and Records

- 7.1 In consideration of provision of the Services and/or Materials the Customer shall pay to the Company:
- 7.1.1 the Fees (exclusive of any value added tax); and
- 7.1.2 such additional charges (if any) as are from time to time agreed in writing between the Parties, having regard to any Services and/or Materials provided by the Company in addition to those specified in the original Agreement, payable at the Company's then-current rates, available upon request.
- 7.1.3 reimbursement for reasonable expenses properly incurred in the provision of the Services and/or Materials and agreed in advance, such as for site visits. Such expenses, where applicable, shall include: mileage, travel (travel class agreed in advance); accommodation; and subsistence.
- 7.2 The Customer shall pay each invoice submitted by the Company in full and cleared funds within 30 calendar days of receipt in pounds sterling.
- 7.3 All sums payable pursuant to this Agreement are exclusive of any value added or other tax which shall be added to the Company's invoices at the prevailing rate.

- 7.4 Without prejudice to any of its other rights or remedies, if the Customer fails to pay on the due date for payment, the Company may:
- 7.4.1 charge interest, from the date due for payment to the date of payment in full, at 4% per annum over HSBC Bank base rate from time to time; and/or
- 7.4.2 with prior written warning, suspend the Services and/or Materials without liability to the Company, until payment is received in full.
- 7.5 The Customer may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before the Company issues a credit. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.
- 7.6 The Customer agrees that the Company has the right at any time before delivery of the Services and/or Materials to withdraw any discount and/or to revise any Fee quoted if there is a change in the cost to the Company of supplying the Services and/or Materials. If a Fee is increased between the Statement of Work being agreed and delivery of the Services and/or Materials, the Company will inform the Customer as soon as possible and give the Customer the option of reconfirming the Statement of Work at the new price or cancelling the Statement of Work.

8 Postponement and Cancellation

- 8.1 The Company and the Customer shall have the right to postpone or cancel the Services and/or Materials, in whole or in part, in accordance with this Clause 8.
- 8.2 Should any scheduled Session be cancelled by the Customer after the booking has been confirmed, the Customer will be liable to pay 100% of the Fees associated with that Session, plus any reasonable expenses incurred.
- 8.3 Except for clauses 8.5 and 8.6, should any scheduled Session be rescheduled by the Customer after the booking has been confirmed, the Customer will be liable to pay an additional rescheduling charge as follows:
- 8.3.1 More than 29 calendar days' notice of cancellation: 10% of the Fee of that Session or the sum of £100, whichever is greater;
- 8.3.2 Between 15 and 29 calendar days' notice of cancellation: 50% of the Fee of that Session, plus any reasonable expenses incurred;
- 8.3.3 Between 0 and 14 calendar days' notice of cancellation: 100% of the Fee of that Session, plus any reasonable expenses incurred.

However, if any such Session is not rescheduled to take place within 45 calendar days' of the original Session (such agreement to be reached within 7 calendar days' of the initial cancellation), then 100% of the Fees of that

Session are payable, plus any reasonable expenses incurred.

- 8.4 Once the Company provides a Provisional Start Date, the Customer must confirm its agreement to that date in writing within 7 calendar days', otherwise the Provisional Start Date will not be effective and the Company will not provide the Services and/or Materials at that time. Once a Provisional Start Date has been agreed by the Customer that date cannot be changed. Where the Customer does not agree any proposed Provisional Start Date within 12 months of the Effective Date, the Company may treat that as a material breach of the Agreement and terminate under clause 10.5.
- 8.5 Under an Annual Plan, each Session shall be booked by the Customer no less than 30 calendar days in advance. Once a booking is confirmed it cannot be changed with less than 30 calendar days' notice and shall instead be deemed cancelled. If the Customer wishes to reschedule a Session (either as a result of failing to book in time, or cancelling an existing booking) an additional rescheduling fee will be incurred amounting to the total Fees divided by the number of sessions purchased. If rescheduling a Session more than 30 calendar days' in advance, the rescheduling fee shall be £100 or one tenth of the total Fees divided by the number of sessions purchased, whichever is greater. Any Sessions not booked and/or completed within 14 months of the Effective Date, shall no longer be provided and are non-refundable.
- 8.6 Wraw Debriefs shall be booked as agreed between the Parties. Wraw Debriefs can be rescheduled without additional charge if cancelled more than 14 calendar days in advance. If the cancellation occurs within 14 calendar days', then the Customer will be liable to pay 100% of the Fee of that Session. Any Wraw Debriefs not booked and/or Wraw Assessments not completed (so as to generate Wraw Reports) by whichever is the earlier of (i) the end of the Initial Term, or (ii) within 12 months of the Effective Date, shall not be provided and are non-refundable.

9 Wraw HQ, Wraw Practitioner Platform and/or Wraw Accreditation

In the event that the Services include utilising Wraw HQ, the Wraw Platform or the Wraw Practitioner Platform then the following provisions apply:

- 9.1 Where the Customer has purchased any Licences for Level 2 Users and/or Level 3 Users, they will be trained in their use of Wraw HQ and/or the Wraw Practitioner Platform respectively.
- 9.2 Where the Customer has purchased attendance on the Company's Accreditation Programme for a prospective Level 3 User:
- 9.2.1 The Company will host for each delegate a place on the Accreditation Programme in which the

delegate will be taught the correct use and implementation of the Wraw Practitioner Platform. Each delegate is obliged to attend the full length of the Accreditation Programme.

- 9.2.2 Upon completion of the Accreditation Programme if in the Company's sole opinion, the delegate can utilise the Wraw Practitioner Platform to the degree of competency and expertise the Company expects, it shall issue a Certificate allowing the delegate to deliver services as a Practitioner, and issue them a Licence as a Level 3 User.
- 9.2.3 The Company has the right to require all Practitioners to attend any Further Programmes it deems necessary to ensure the Practitioner remains up-to-date with any changes to the operation or interface of the Wraw Practitioner Platform. The Practitioner is obliged to attend the full length of any Further Programme. The Company has the right to pass on the cost of the Further Programmes to the Customer as part of the Fees.
- 9.2.4 If any delegate/Practitioner fails to attend or pass the Accreditation Programme/Further Programmes then they are not/are no longer a Practitioner.
- 9.3 Only Level 2 Users may use Wraw HQ and only Level 3 Users may use the Wraw Practitioner Platform. Any such usage must be in accordance with the Company's reasonable directions and the terms of their Licence.
- 9.4 If the Customer has a Level 2 User and/or Level 3 User, then the Company shall:
 - 9.4.1 provide access to Wraw HQ to any Level 2 Users and to the Wraw Practitioner Platform to any Level 3 Users, and provide the appropriate Licence for the same; and
 - 9.4.2 be available within a reasonable timeframe to correspond with any Level 2 User or Level 3 User over the ongoing use of Wraw HQ or the Wraw Practitioner Platform; and
 - 9.4.3 inform the Customer within a reasonable time frame of updates to Wraw HQ or the Wraw Practitioner Platform and, if necessary, provide training. Additional training may be provided under Further Programmes to Practitioners.
 - 9.4.4 issue a monthly invoice to Practitioners (indicating the total number of Wraw Reports downloaded by Practitioners in the preceding month) chargeable at then-current rates in accordance with Clause 7, and accounting for any pre-purchased credits.
- 9.5 The Customer warrants, represents and undertakes (and on behalf of its Users) warrants, represents and undertakes) that they will not develop and utilise any training models similar to Wraw HQ, the Wraw Platform and the Wraw Practitioner Platform.
- 9.6 The Customer acknowledges that Wraw HQ, the Wraw Platform and the Wraw Practitioner Platform belongs solely to the Company, and

that no proprietary rights of any kind are gained through its use.

- 9.7 The Company shall not be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of an indirect or consequential nature incurred by the Customer, including without limitation any economic loss or other loss of turnover, profits, business or goodwill, for all its Users use of Wraw HQ, the Wraw Platform and the Wraw Practitioner Platform.

10 Term and Termination

- 10.1 This Agreement shall commence on the Effective Date and shall continue until completion of (i) the provision of the Services and/or Materials per the Statement of Work; or (ii) if applicable, the Term; or (iii) if there is an applicable Term and Licences have been granted under the Statement of Work, then per clauses 10.9 and 10.10, all subject to earlier termination in accordance with this clause 10.
- 10.2 Notwithstanding any other provision in this Agreement, any Services or Consultancy work will terminate once the work, project, or engagement has been confirmed as completed by the Company (unless the Agreement is subject to a Term).
- 10.3 The Company may terminate this Agreement without cause by providing 30 calendar days' notice in writing and the Customer shall only be liable to the Company for any outstanding Fees in respect of Services and/or Materials supplied but not yet paid for, upon receipt of a suitable invoice.
- 10.4 Further:
 - 10.4.1 the Customer may terminate the Agreement without cause, in whole or in part, by giving the Company 30 calendar days' notice in writing and the Customer will pay the Committed Spend less Fees already paid.
 - 10.4.2 a First-Time Customer may terminate the Agreement in its entirety by immediate written notice and without cause within the first 2 months of the Effective Date, with its only liability being a cancellation charge of 10% of the Fees or 100% of the Fees for the Services and/or Materials already provided, whichever is greater, and not liable for the Committed Spend.
 - 10.4.3 The Company may terminate the Agreement in its entirety by immediate written notice if any charges, including Fees, owing under this Agreement are not paid within 30 calendar days of the due date for payment, and in that instance the Customer will be liable to pay the Committed Spend less Fees already paid.
- 10.5 Either Party may immediately terminate this Agreement (and in the case of the Company, all other Agreements for Services and/or Materials that exist between the Parties) by giving written notice to the other Party if:

- 10.5.1 ;either Party commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 28 calendar days after receiving written notice specifying particulars of the breach requiring it to be remedied;
- 10.5.2 a receiver is appointed over any of the property or assets of the other Party;
- 10.5.3 either Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 10.5.4 either Party goes into liquidation (except for the purposes of amalgamation or re-construction);
- 10.5.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;
- 10.5.6 either Party ceases, or threatens to cease, to carry on business.
- 10.6 If the Company terminates the Agreement per clause 10.5 the Customer will be liable to pay the Committed Spend less Fees already paid.
- 10.7 If the Customer terminates the Agreement per clause 10.5 the Customer shall only be liable to the Company for any outstanding Fees in respect of Services and/or Materials supplied but not yet paid for, upon receipt of a suitable invoice.
- 10.8 Notwithstanding the termination of this Agreement, all other Agreements in place between the Company and the Customer shall continue, unless terminated by the Company per Clause 10.5.
- 10.9 On the day of conclusion of the Initial Term the Agreement will automatically continue, and a Renewal Term will commence and a Renewal Term Fee incurred, unless written notice has been given:
- 10.9.1 by the Customer not less than 60 calendar days in advance of the conclusion of the Initial Term; or
- 10.9.2 by the Company not less than 60 calendar days in advance of the conclusion of the Initial Term.
- 10.10 At the conclusion of any Renewal Term the Agreement will automatically continue, and a further Renewal Term will commence and a further Renewal Term Fee incurred, unless written notice has been given:
- 10.10.1 by the Customer not less than 60 calendar days in advance of the conclusion of the current Renewal Term; or
- 10.10.2 by the Company not less than 60 calendar days in advance of the conclusion of the current Renewal Term.
- 10.11 On termination of the Agreement the Customer shall pay to the Company any outstanding Fees in respect of Services and/or Materials supplied but not yet paid for, upon receipt of a suitable invoice.
- 10.12 On termination of the Agreement all Licences are revoked, regardless of their individual term.
- 10.13 The rights under this clause 10 shall not prejudice any other right or remedy of either Party.
- 10.14 All provisions of this Agreement which are, expressly or by necessary implication, intended to survive termination shall remain in full force and effect following termination.

11 Effects of Termination

- 11.1 Upon the termination of this Agreement for any reason:
- 11.1.1 any sum owing under this Agreement shall be immediately payable;
- 11.1.2 clauses 1 (Definitions & Interpretations), 10 (Term & Termination), 12 (Confidentiality), 13 (Non-Solicitation), 14 (Force Majeure), 15 (Notices), 16 (Relationship of the Parties and Publicity), 17 (Liability and Indemnity), 18 (Limitation of Liability), 20 (Warranties) and 25 (Law and Jurisdiction) shall remain in effect;
- 11.1.3 all Licences are revoked, regardless of their individual term;
- 11.1.4 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect; and
- 11.1.5 each Party shall (except to the extent referred to in clause 11.1.3) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any Documents or Materials in its possession or control which contain or record any Confidential Information (where this is reasonably practicable).

12 Confidentiality

- 12.1 Each Party undertakes that, except as provided by clause 12.2 or as authorised in writing by the other Party, it shall always:
- 12.1.1 keep confidential all Confidential Information;
- 12.1.2 not disclose any Confidential Information to any other person;
- 12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- 12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 12.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 12.1

- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to: i) their approved sub-contractor or supplier; ii) any governmental or other authority or regulatory body, where required by law; or iii) their employee or officer; to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential; and
- 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement (or at any time thereafter becomes) public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

13 Non-Solicitation

- 13.1 Both Parties acknowledge that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, neither Party shall, without permission of the other, entice or seek to employ or engage directly or indirectly (without the other Party's prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party's staff, including any of its subcontractors who have dealt with the other Party in the course of the negotiation, conclusion and performance of this Agreement and also including any staff in the other Party's Group. Permission can be refused without reason, but if granted will necessarily include payment by the recruiting party of a recruitment fee of £20,000 plus VAT, due and payable as of the date permission is granted.
- 13.2 Each Party acknowledges that damages may not be an adequate remedy for that Party if the other Party breaches this clause 13 and the non-breaching Party will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 13.3 The Parties agree that the provisions of this clause 13.1 will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following termination of this Agreement.

14 Force Majeure

- 14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power supply failure, Internet Service Provider (ISP) failure, industrial action, civil unrest, fire, flood,

storms, earthquakes, acts of terrorism, acts of war, epidemic or pandemic, governmental action, staff illness, or any other event that is beyond the control of the Party in question (an "event of force majeure"). Each Party shall, where the context permits, use all reasonable efforts to minimise the effects of the same and notify the other Party forthwith following it becoming aware of such an event of force majeure.

- 14.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or inability to carry out any obligations pursuant to this Agreement, and subject to the affected Party using all reasonable efforts to recommence performance where possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party's obligations, to the extent affected by the cause, will be suspended during the period that the cause persists.
- 14.3 If the event of force majeure has subsisted for a period of 28 calendar days, either Party may terminate the Agreement immediately without penalty on written notice to the other.

15 Notices

- 15.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.
- 15.2 Notices shall be deemed to have been duly given:
- 15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- 15.2.2 on the second Business Day following mailing, if mailed by national first-class mail, postage prepaid; or
- 15.2.3 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid,
- in each case addressed to the most recent address notified to the other Party.
- 15.2.4 if sent by email during normal business hours, the time it is received, otherwise the following Business Day.
- 15.3 All notices to the Company, unless otherwise instructed in writing, should be addressed to the Company representative, as stated in the Statement of Work and sent to:
- The Wellbeing Project (Europe) Limited
8th Floor
20 St Andrew Street
London
EC4A 3A
Email: team@thewellbeingproject.co.uk
- 15.4 All notices to the Customer, unless otherwise agreed in writing, will be sent to the Designated Contact, as stated in the Statement of Work.

16 Relationship of the Parties and Publicity

- 16.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.
- 16.2 Neither Party shall use the trademarks or the name of the other Party in connection with any publicity or other materials without the prior written consent of the other Party.

17 Liability and Indemnity

- 17.1 Subject to clause 18, both Parties shall indemnify the other against any Losses arising as a result of any material breach of this Agreement or of any applicable legal or regulatory requirements, save to the extent that the Losses arise as a result of the negligence, misrepresentation, fraud, breach of this Agreement or wilful default of the other Party or any of its agents, delegates, employees or officers. Where either Party becomes aware of any facts, circumstances or matters whereby it is or may become entitled to claim under clause 17.1, it will inform the other Party in writing and in reasonable detail of those facts, circumstances or matters as soon as practicable after it first becomes aware of them.
- 17.2 In the event that any advice provided to the Customer by the Company was provided free of charge by the Company then such advice is provided as is without any warranty of any kind from the Company and the Company shall have no liability in relation thereto.
- 17.3 Except as expressly and specifically provided in the Agreement:
- 17.3.1 The Customer assumes sole responsibility for results obtained from the use of the Services and/or Materials, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Customer in connection with the Services and/or Materials, or any actions taken by the Company at the Customer's direction;
- 17.3.2 The Agreement sets out the full extent of the Company's obligations and liabilities in respect of the supply of the Services and/or Materials. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

18 Limitation Of Liability

- 18.1 Neither Party seeks to limit its liability (if any) in respect to the following: (i) fraud, or (ii) the death of, or personal injury to, any person caused by negligence, or (iii) their obligations under Data Protection Law, and (iv) any liability which cannot be legally capped or excluded.

- 18.2 Subject to clauses 18.1, 18.3, 20.1.4 and 20.3, each of the Customer's and the Company's total aggregate liability under or in relation to this Agreement (howsoever arising) shall be limited to £5,000,000 pounds.

- 18.3 Except for clause 18.1, neither Party shall accept any liability under or in relation to this Agreement, any Statement of Work or their subject matter for indirect loss or damage; consequential loss (including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings) or damage; loss(es) directly or indirectly due to network access by third parties; or special loss or damage.

- 18.4 For the purposes of this clause 18 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

19 Sub-Contracting

- 19.1 The Customer accepts that in order for the Company to deliver Services and/or Materials to the Customer, the Company may subcontract parts of Services, in accordance with the Data Processing Policy, provided that any act or omission of a subcontractor shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Company.

20 Warranties

- 20.1 The Company warrants that:
- 20.1.1 it will use reasonable care and skill in performing the Services and preparing the Materials and to a standard which conforms to generally accepted industry standards and practices;
- 20.1.2 all Workers involved in the performance of Services and preparation of the Materials shall be suitably skilled to perform the tasks assigned to them properly;
- 20.1.3 the Services and/or Materials will comply in all material respects with any technical specifications set out in the relevant part of the Statement of Work; and
- 20.1.4 it is either the sole beneficial owner of all Intellectual Property rights in any work product produced by its employees or subcontractors in connection with or relating to this Agreement and/or the specifications of the Services and/or Materials or it has the right to licence the Intellectual Property to the Customer.
- 20.2 The Company does not warrant that any result or objective whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given completion date or any other date, except where specifically implied as part of the Services.
- 20.3 The Customer warrants to the Company that any licenses, permits, rights, consents, registrations, approvals and titles, reasonably necessary in order for the Company to provide the Services and/or Materials to the Customer, including any

licenses that the Customer is required to procure pursuant to any Services and/or Materials, shall be in full force and effect throughout the Term of this Agreement and undertakes to indemnify and keep indemnified the Company in full against any Third-Party Intellectual Property claim relating to same.

- 20.4 The Customer warrants, represents and undertakes that it will not without prior written consent:
- 20.4.1 copy, reproduce, translate or modify any of the Content or Documents or Materials;
- 20.4.2 record any training, Sessions, Content, Documents or Materials;
- 20.4.3 reveal to any Third-Party the Content or Documents or Materials; and
- 20.4.4 re-distribute or gain any benefit or profit from any of the Content or Documents or Materials.

21 Data Processing Policy

- 21.1 Details of the Company's policy on data processing, data protection, and personal data rights are located in the Data Processing Policy.

22 Ownership

- 22.1 The Company owns and shall continue to own all rights in the Company technology (i.e. the technology it uses to deliver a service and operate) and Company Intellectual Property, any inventions and improvements thereto made by the Company, its employees, contractors or agents.
- 22.2 No implied licences or any other rights or licence of any Intellectual Property are created under this Agreement except as expressly set out in this Agreement.
- 22.3 The Parties acknowledge that if Materials includes software or materials owned by and proprietary to a Third-Party, it is used under the terms of the Third-Party, typically under a EULA. The Company will ensure that the Customer is made aware of and accepts the terms of the Third-Party licence/EULA.

23 Nature of the Agreement

- 23.1 Subject to clause 19 this Agreement is personal to the Parties.
- 23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation.

23.3 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

23.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

23.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not, give any person who is not a Party to it, any right to enforce any of its provisions.

23.6 Any act or omission of any subsidiary, employee, contractor, representative or agent of any Party involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of that Party.

23.7 The Parties agree that all Intellectual Property howsoever arising in all the Company's Services, Documents and Materials shall vest in and belong to the Company and the Customer shall at the request of the Company take all such steps and execute all such assignments and other documents as the Company may reasonably require to ensure that all such Intellectual Property vest in and belong to the Company.

24 Compliance with Laws and Conduct

24.1 The Company is committed to the fundamental principles of corporate responsibility and integrity, human rights, working standards and anti-corruption laws as set forth in the Company's policies, available upon request, and works to ensure its subcontractors/suppliers abide by such principles.

24.2 The Customer hereby acknowledges these fundamental principles and shall also have the moral responsibility to adhere to such standards.

25 Law and Jurisdiction

25.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

25.2 Any dispute between the Parties relating to this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.