



## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (PART 1)**

### **1. DEFINITIONS AND INTERPRETATION**

Schedule 1 of this Part 1 sets out the defined terms (Definitions) and interpretation which will apply to this Agreement.

### **2. SCOPE OF THIS AGREEMENT**

- 2.1 This Agreement will come into effect and be contractually binding on both parties in accordance with clause 3.2 of these General Terms and, unless terminated in accordance with its terms, will remain in force until all the Services set out in the Accepted Quote have been provided by GuyKat and paid for in full by Customer.
- 2.2 This Agreement sets out the terms and conditions upon which GuyKat will supply and Customer will purchase the Services.

### **3. FORMATION OF CONTRACT**

- 3.1 Any Quote sent to Customer constitutes an offer to provide the Services to Customer in accordance with this Agreement which shall be valid for 30 days from the date of the Quote unless such date is extended by GuyKat in writing.
- 3.2 A contract for the supply of the Services by GuyKat to Customer (being the Agreement) will be formed when Customer: (a) confirms and accepts the Quote provided under clause 3.1 by email, telephone or signature of a hard copy and, by doing so, acknowledges and accepts the General Terms and (if any) the Special Terms as well as the Quote and therefore accepts the Agreement in full; or (b) where these Terms and Conditions are provided online, accepts these Terms and Conditions by clicking "I accept" button at the bottom of the Terms and Conditions and, by doing so, acknowledges and accepts the Quote, these General Terms and (if any) the Special Terms and therefore accepts the Agreement in full. The date of formation referred to above will be the "Effective Date" of this Agreement.

- 3.3 The Customer warrants and will ensure that the representative(s) who read and accept the Quote, these General Terms and any applicable terms, have the authority to enter into the Agreement and bind the Customer.

### **4. PERFORMANCE OF THE SERVICES**

- 4.1 GuyKat will perform the Services with reasonable care and skill and in material accordance with the Accepted Quote.
- 4.2 The assessment and selection of the Services (and their appropriateness and suitability for Customer) remains Customer's sole responsibility.
- 4.3 The Customer will promptly ensure that the Customer Dependencies have been performed to enable GuyKat to provide the Services.
- 4.4 Customer will promptly perform the Customer Dependencies. If GuyKat's performance of any of its obligations under the Agreement is prevented or delayed by a Customer Default then, without prejudice to GuyKat's other rights and remedies: (a) Customer will promptly remedy the Customer Default; (b) GuyKat may suspend performance of the Services and GuyKat's obligations until Customer remedies Customer Default; and (c) Customer will reimburse GuyKat for any costs or losses sustained or incurred by GuyKat arising directly or indirectly from Customer Default.
- 4.5 Without prejudice to GuyKat's rights under clause 4.6, if Customer fails to or delays in providing any of the Customer Dependencies then the Customer will promptly remedy the failure or delay by providing

the Customer Dependencies and the date for performance by GuyKat of any obligations which relate to and/or are dependent on such performance by Customer will be extended by the period which GuyKat reasonably requires and is reasonably commensurate in order for GuyKat to manage the impact of Customer's failure or delay.

- 4.6 If the Customer does not perform the Customer Dependencies within a reasonable period from the Effective Date (which in any event will be no later than 45 days), then GuyKat reserves the right to invoice the Customer for the full amount of the Accepted Quote and will be entitled to terminate the Agreement.
- 4.7 GuyKat may, in its sole discretion, make improvements, substitutions and/or modifications to the specification of any element or part of the Services at any time provided that such improvement, substitution or modification will not have a material detrimental impact on the Services.
- 4.8 Any delivery date(s) set out in the Accepted Quote or agreed to by GuyKat are estimates only and time shall not be of the essence in relation to such date(s).

## 5. **CONTENT SUPPLIED BY THE CUSTOMER**

- 5.1 Customer will, within the time period specified in the Accepted Quote (or, if no time is specified, within a reasonable period (to be agreed by the parties) after the Effective Date), provide GuyKat with all Content necessary for GuyKat to provide the Services (if any are stated or required).
- 5.2 Unless otherwise specified in the Accepted Quote or below, title to the Content will remain vested in Customer. Subject to clause 6 of these General Terms, GuyKat may retain, if reasonably required, and/or destroy the Content supplied to it after completion of the Services at no cost to GuyKat. Any retention of Content by GuyKat will be to allow GuyKat to fulfil further obligations with Customer if any in relation to support and/or maintenance; or for its own record-keeping or evidentiary purposes.
- 5.3 Customer warrants to GuyKat and will ensure that the Content will not: (a) contravene any Applicable Laws or standards including those applicable in the US and/or in any other jurisdiction(s) in which Customer is located; (b) be considered to be defamatory, obscene, offensive, indecent, malicious, hateful or inflammatory; (c) be pornographic or sexually explicit; (d) be used or capable of use to promote violence, war or terrorism; and/or (e) be used or capable of use to create a risk to a person's health or safety or public health or safety; or (f) promote, constitute or be used as part of any illegal or unlawful activity.
- 5.4 Subject to clause 5.2 of these General Terms, unless otherwise specified in the Accepted Quote, GuyKat will only use and/or amend the Content for the purpose of supplying the Services to Customer under this Agreement.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1 GuyKat shall own and/or be the licensee of all Rights in the GuyKat IP. Nothing in this Agreement will operate to transfer ownership of any GuyKat IP to Customer. GuyKat warrants and will ensure it is the owner and/or licensee of the GuyKat IP.
- 6.2 In consideration of payment of the Charges, GuyKat grants to Customer a non-exclusive licence to gain the benefit of the GuyKat IP for the term set out and for the sole purpose set out in the Accepted Quote or, where none is set out, for the term of this Agreement and for the sole purpose of receiving the benefit of the Services.
- 6.3 Customer grants GuyKat a royalty-free license for the term of this Agreement for GuyKat, the GuyKat Affiliates and, in each case, their subcontractors acting on their behalf to use, amend, modify, access, support, configure, test, and/or update any and all Customer Intellectual Property Rights (including in the Content) provided to GuyKat or where access is granted to GuyKat.

## 7. **CUSTOMER CO-OPERATION**

Customer will: (a) ensure that the Customer Systems are available when needed and in a timely manner as are reasonably necessary for GuyKat to perform the Services; (b) any and all information it provides is accurate, adequate and complete; © promptly provide GuyKat, on request, with all

cooperation, information, assistance, materials and resources that GuyKat may reasonably require from time to time in connection with the supply of the Services and the performance of the GuyKat's obligations under this Agreement; (d) obtain and maintain in force all licences, permissions, authorisations, consents and permits needed by Customer in order for Customer to receive the Services and/or to enable GuyKat to perform the Services and the GuyKat's other obligations under this Agreement; (e) ensure and warrants to GuyKat that it is the owner of the Content and/or a properly authorised licensee of the Content and that the Content and any other Intellectual Property Rights it provides to GuyKat to access and/or use or provide Services in relation to does not and will not infringe the Rights of any third party including as a result of GuyKat performing the Services.

## 8. **PAYMENT**

- 8.1 The Charges, which are set out in the Accepted Quote or otherwise agreed between the parties in writing, are payable in accordance with this clause 8.
- 8.2 Any sums payable under this Agreement is exclusive of VAT and/or any other similar or equivalent or applicable sales or other taxes, duties, fees and levies imposed from time to time by any government or other authority which will be payable by Customer in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 8.3 GuyKat will be entitled to invoice Customer on the basis set out in the Accepted Quote or, where none is set out, in advance of performing the Services.
- 8.4 Each invoice will be payable by Customer within 30 days following the date on which the invoice is issued and time shall be of the essence for payment.
- 8.5 All payments will be made in the currency set out in the Accepted Quote or, where none is set out pounds sterling, Euros or US dollars, as required by GuyKat. Unless otherwise agreed in writing between the parties, payments will be in cleared funds by Customer by direct/digital bank transfer, wire transfer or other agreed form of electronic transfer.
- 8.6 Notwithstanding any purported contrary appropriation by Customer, GuyKat will be entitled, by giving written notice to Customer, to appropriate any payment by Customer to any invoice issued by GuyKat.
- 8.7 If any sum payable under this Agreement is not paid on or before the due date for payment Customer will pay to GuyKat interest on that sum at 4% per annum above the base lending rate from time to time of Barclays Bank from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis and be compounded Quarterly. Customer will pay the interest together with the overdue sum.
- 8.8 If Customer fails to make any payment due to GuyKat under this Agreement on or before the due date, GuyKat will be entitled to withhold further Services until payment of all overdue sums has been made and/or to terminate this Agreement in accordance with clause 10.1(b).
- 8.9 Save as otherwise expressly provided in this Agreement, or required by law, all payments will be made by Customer to GuyKat in full on the due dates for payment without any deduction, set-off or counterclaim for damages or for any other reason.

## 9. **EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 9.1 GuyKat does not exclude or limit its Liability (if any) for: (a) fraud or fraudulent misrepresentation to the extent it may not be excluded in law; (b) death or personal injury resulting from GuyKat's negligence or the negligence of its employees, subcontractors or agents; or (c) any matter which cannot be excluded by or limited in law.
- 9.2 Except as set out in clause 9.1 of these General Terms, GuyKat's aggregate Liability to Customer in respect of any loss or damage that is not excluded in clause 9.3 will be limited to: (a) the Charges paid by Customer in the 12 months prior to the breach; or (b) where there has not been a 12 month period prior to the breach, the sum of 1 months' Charges (either due, if none has been paid or on a mean average basis if one or more months' have been paid) multiplied by 12.

9.3 Except as set out in clause 9.1 of these General Terms, GuyKat will not be liable to Customer, whether in contract, tort (including but not limited to negligence) or otherwise for any of the following types of losses: (a) loss of profits; (b) loss of revenue; (c) loss of or depletion to goodwill; (d) loss of use of and/or damage to data or software; (e) infection of or damage or interference caused to any computer operating systems or programmes (or part thereof); and/or (f) any special, indirect or consequential loss, regardless of whether or not any such losses were foreseeable and/or GuyKat had been advised of the possibility of Customer incurring such losses.

9.4 Except as expressly provided in this Agreement, there are no other terms, conditions, and/or warranties binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded (including any representation, condition or warranty as to the sufficiency, accuracy or fitness for purpose).

## **10. TERMINATION**

10.1 If a party: (a) commits a material breach of this Agreement which cannot be remedied; or (b) commits a material breach of this Agreement which can be remedied but fails to remedy that breach within 45 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, then the other party may terminate this Agreement immediately by giving written notice to that effect to the party in breach.

10.2 Either party may terminate this Agreement immediately by giving written notice to that effect to the other party if the other party undergoes an Event of Insolvency.

## **11. CONSEQUENCES OF EXPIRY OR TERMINATION**

11.1 Following the Termination Date: (a) the following provisions will continue in force: 6, 7(e), 8, 9, 11, and 13 to 19 (inclusive) together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement; and (b) all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the Termination Date.

11.2 Following the Termination Date, GuyKat will be entitled to invoice all costs incurred which have not yet been invoiced; and (b) Customer will promptly pay such invoices in accordance with clause 8.

11.3 Upon termination or expiry of this Agreement, if the Accepted Quote has not been fully performed as at the Termination Date will be deemed to be cancelled without GuyKat incurring any Liability to Customer. Customer will reimburse to GuyKat all costs and expenses incurred by GuyKat in furtherance of its obligations under such Accepted Quotes prior to the date of deemed termination.

## **12. FORCE MAJEURE**

12.1 A party will not be in breach of this Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.

12.2 The party affected by a Force Majeure Event will as soon as reasonably practicable give written notice to the other party that the Force Majeure Event has occurred giving details of the nature, extent and anticipated duration of the Force Majeure Event and the expected impact of the Force Majeure Event on its ability to perform its obligations and the party affected will use reasonable endeavours, without being required to incur additional expenditure, to mitigate the effects of the Force Majeure Event.

## **13. CONFIDENTIALITY**

13.1 Each party undertakes to the other party to keep the other party's and in the case of the Customer, to additionally keep GuyKat Affiliates' Confidential Information confidential and not to disclose it to any third party, or to use it other than for the purposes of performing the Services or as permitted under or in accordance with this Agreement (including for the purpose of enjoying the benefit of the rights and licences granted, or fulfilling the obligations imposed under this Agreement).

- 13.2 Each party may disclose the other party's Confidential Information to its and in the case of GuyKat, to GuyKat's employees, sub-contractors, officers, representatives, and/or advisers who need to know such Confidential Information for the purposes of carrying out that party's obligations under this Agreement or advising that party in connection with the Agreement and, in the case of GuyKat, to GuyKat's investors, potential investors and/or bankers.
- 13.3 Each party shall ensure that its employees, officers, representatives, advisors and, in the case of GuyKat, sub-contractors to whom it discloses the other party's Confidential Information comply with and are bound by written confidentiality obligations that are materially as protective as this clause 13.
- 13.4 The obligations contained in this clause 13 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which: (a) is publicly known at the time of disclosure to the receiving party; (b) becomes publicly known otherwise than through a breach of this Agreement by the receiving party, its officers, employees, agents and/or sub-contractors; and/or (c) can be proved by the receiving party to have reached it otherwise than by being communicated by the other party and free of obligations of confidentiality.
- 13.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

#### 14. **DATA PROTECTION**

The Customer authorises GuyKat, GuyKat's Affiliates and GuyKat's sub-contractors to process any and all Personal Data it provides GuyKat with or with access to as a processor solely for the purpose of, and to the extent required for, providing the Services.

#### 15. **NOTICES**

Any notice given under or in connection with this Agreement will be marked for the attention of the specified representative of the party to be given the notice and: (a) sent to that party's address by pre-paid first class post or mail delivery service providing proof of delivery; (b) delivered to or left at that party's address; or (c) sent by e-mail to that party's e-mail address. The address, e-mail address and representative for each party are set out in the Accepted Quote and may be changed by that party giving at least 7 days' notice to the other party. Where none is set out GuyKat may serve notice on any of the Customer contacts. If the Customer is entitled to terminate the Agreement in accordance with clause 10, the notice must be sent to GuyKat's registered address written "For the Attention of the CEO". To prove service of a notice it will be sufficient to prove that the provisions of this clause were complied with.

#### 16. **GENERAL**

- 16.1 **Entire Agreement:** This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of Services. Customer acknowledges that it has not relied upon any statement, promise or representation made on behalf of GuyKat which is not set out in this Agreement. Any purchase order issued by Customer will be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against GuyKat. No other agreements, representations or warranties, whether oral or written, will be deemed to bind the parties with respect to this Agreement. Nothing in this clause 16.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 16.2 **No waiver:** A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

16.3 **Severance:** If any clause or part of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

16.4 **Sub-contracting:** GuyKat will be entitled to sub-contract one or more of its rights and obligations under this Agreement. GuyKat typically only sub-contracts ancillary services and/or aspects of the Services such as video production, translation and/or voice over/narration; however, GuyKat reserves the right to sub-contract any other of its rights and obligations under this Agreement. Any subcontracting will not relieve GuyKat from its responsibilities and liabilities to the Customer under this Agreement.

16.5 **Variation:** Save as otherwise expressly provided in this Agreement, no variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

16.6 **No partnership or agency:** Nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or, save as expressly provided otherwise in this Agreement, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

16.7 **Independent contractors:** Each party agrees that it is an independent contractor and is entering into this Agreement as principal and not as agent for or for the benefit of any other person.

## 17. **THIRD PARTY RIGHTS**

17.1 GuyKat's Affiliates will be entitled to enforce all relevant terms of this Agreement conferring a benefit on them in accordance with the Contracts (Rights of Third Parties) Act 1999.

17.2 The parties may vary or rescind this Agreement without the consent of any other party who is not a party to this Agreement.

17.3 Save as provided in clause 17.1 of these General Terms, the Parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

## 18. **ESCALATIONS AND DISPUTES**

18.1 Subject to clause 19.3, any dispute arising under or in connection with this Agreement should first be escalated to each party's first representative set out in the Accepted Quote of the parties. If the dispute remains unresolved for 14 days, it shall be referred to the CEO of the parties (or such other contacts as are set out in the Accepted Quote) who shall attempt resolution through discussions.

18.2 If the matter has not been resolved by the second representatives referred to above within 30 days of the initiation of discussions between the second representatives, either party shall be entitled to refer the dispute to the exclusive jurisdiction of the courts of the State of Florida.

## 19. **GOVERNING LAW AND JURISDICTION**

19.1 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of the State of Florida.

19.2 Subject to clause 18 and clause 19.3 of these General Terms, the courts of the State of Florida have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

19.3 Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

19.4 Each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of the State of Florida. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.



## SCHEDULE 1

### Definitions and Interpretation

#### 1. Definitions

Unless the context otherwise requires, in this Agreement, the following words and expressions will have the following meanings:

<b>"Accepted Quote"</b>	means the Quote, signed and/or confirmed (whether orally or in writing) as accepted by Customer, for the Services to be provided by GuyKat
<b>"Affiliates"</b>	means, in respect of a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time, with "Parent Undertaking" and "Subsidiary Undertaking" having the meanings set out in section 1162 Companies Act 2006
	"Agreement" means the contract between GuyKat and Customer for the supply of Services, consisting of and incorporating the Quote, the General Terms and the Special Terms (if any)
<b>"Ancillary Costs"</b>	means any other costs linked to providing the Services that are in addition to the Charges, including reasonable travel expenses
<b>"Applicable Laws"</b>	means all laws and/or regulations applicable to this Agreement in the jurisdiction in which the Services are being performed and/or received
<b>"Confidential Information"</b>	means all confidential information (however recorded or preserved) disclosed by or on behalf of a party and/or its Affiliates and/or subcontractors to the other party and/or their Affiliates whether before, on, or after the date of this Agreement and in connection with this Agreement, including: (a) the terms of this Agreement; (b) confidential information relating to: (i) the other party's and/or their Affiliates' and sub-contractors' business, affairs, customers, clients, suppliers and/or business plans; (ii) the Intellectual Property Rights, operations, processes, product information, Know-how, designs, trade secrets and/or software of the other party and/or its' Affiliates; and/or (c) in addition to (a) and (b) any information which should, by its nature, be reasonably assumed to be confidential
<b>"Charges"</b>	means the payment(s) due to GuyKat in respect of the supply of the Services as specified in the Quote
<b>"Content"</b>	means the content, documents, images, photographs, videos and/or other materials (if any) supplied by Customer to GuyKat in a physical or electronic format for the purposes of GuyKat providing the Services, if any
<b>"Customer Default"</b>	means: (a) a failure to provide one or more Customer Dependencies; and/or (b) omissions in or problems with some or more of the Content
<b>"Customer Dependencies"</b>	means the requirement for Customer to provide (in a timely manner): (a) the Content; (b) access to Customer Systems; (c) any and all information

reasonably reasonably required by GuyKat which is necessary for GuyKat to supply the Services; and/or (d) agreed customer obligations or dependencies or to enable GuyKat to comply with its obligations under this Agreement

**"Customer Systems"**

means the Customer's technology infrastructure and technology systems "Event of Insolvency" means in relation to a party means that party: (a) suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due; (b) commences negotiations with any or all of its creditors with a view to rescheduling any of its debts other than for the sole purpose of a solvent amalgamation; (c) is subject to a petition being filed, a notice being given, a resolution being passed, or an order being made for or in connection with the winding up of that party other than for the sole purpose of a solvent amalgamation; (d) suspends or ceases carrying on all or a substantial part of its business; or (e) is the subject of any other event, action, application or order which is analogous to any of the above in a relevant jurisdiction

**"Force Majeure Event"**

means: (a) act of God; (b) war, insurrection, riot, civil commotion, act or threat of cyber terrorism or terrorism; (c) lightning, earthquake, fire, flood, storm, or extreme weather condition; (d) theft, malicious damage; (e) strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); (f) breakdown or failure of plant or machinery; (g) inability to obtain essential supplies or materials; (h) any failure or default of a supplier or sub-contractor of the relevant party; or (i) any event or circumstance to the extent it is beyond the reasonable control of the relevant party

**"Foreground IP"**

means any Intellectual Property Rights generated, developed, derived, conceived and/or first reduced to practice in the course of activities performed by or on behalf of either party on or after the Effective Date of this Agreement

**"General Terms"**

means the terms and conditions set out in Part 1 of this Agreement together with this Schedule 1 (Definitions and Interpretation)

**"GuyKat"**

means the GuyKat company entity providing the Services as stated in the Accepted Quote

**"GuyKat Background IP"**

means: (a) any and all Intellectual Property Rights of GuyKat and/or its Affiliates created before the Effective Date including in the Technology before the Effective Date; and (b) any Intellectual Property Rights owned, developed and/or licensed by GuyKat and/or any GuyKat Affiliate from third parties prior to the Effective Date

**"GuyKat Foreground IP"**

means: (a) any and all Foreground IP of GuyKat and/or its Affiliates created on or after the Effective Date including in the Technology on or after the Effective Date; and (b) any Intellectual Property Rights owned, developed and/or licensed by GuyKat and/or any GuyKat Affiliate from third parties on or after the

Effective Date

**“GuyKat IP”** means the GuyKat Background IP and the GuyKat Foreground IP

**“Intellectual Property Rights”** means all intellectual and/or industrial property of any kind including but not limited to patents, supplementary protection certificates, rights in Know-How, registered trademarks, registered designs, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs, software or otherwise), database rights, topography rights, any rights in any invention, discovery and/or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions

**“Know-How”** means unpatented, technical and other information which is not in the public domain including information comprising or relating to concepts, inventions, ideas, discoveries, data, formulae, research models, specifications, content, methods, research plans, and tests and results of experimentation and testing

**“Liability”** means liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case howsoever caused including if caused by negligence

**“Losses”** means all direct losses; Liability; costs; damages and/or expenses that a party and/or their Affiliates does or will incur or suffer; all claims or proceedings, investigations and/or regulatory action made, brought or threatened against such party (and/or their Affiliates) by any person and/or regulatory body; and all direct losses, Liability, costs, damages and/or expenses that that party (and/or their Affiliates) does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding

**“Personal Data”** shall have the same meaning as given to in by the Applicable Laws relating to data protection within the State of Florida

**“Quarter”** means the period of three (3) calendar months counting starting on the Effective Date, each successive period of three (3) calendar months during the Term and the period (if any) starting on the day following expiry of the last such period of three (3) calendar months and ending on the Termination Date; and “Quarterly” will be construed accordingly

**“Quote”** means the Quote drafted by GuyKat and sent to Customer

<b>"Recipient"</b>	means the party and/or its Affiliates to whom Confidential Information is disclosed
<b>"Rights"</b>	means rights, title and interest the Intellectual Property Rights
<b>"Services"</b>	means the services and/or deliverables provided or to be provided to Customer as detailed in the Accepted Quote or as discussed by the parties by email and/or telephone
<b>"Technology"</b>	means the software, equipment and/or other technology of or used by GuyKat in the performance of the Services
<b>"Termination Date"</b>	the date on which this Agreement expires or terminates for whatever reason
<b>"Terms and Conditions"</b>	the General Terms, together with any applicable Special Terms

## 2. **Interpretation**

In this Agreement: (a) capitalised terms will have meanings set out in this Schedule 1 above; (b) references to clauses and Schedules are to the clauses of and schedules to this Agreement; (c) the Parts and Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Parts and the Schedules; (d) all headings are for ease of reference only; (e) unless the context otherwise requires: (i) references to the singular include the plural and vice versa; (ii) references to a company includes any company, corporation or other body corporate, wherever and however incorporated or established; (iii) references to a "person" include any individual, body corporate, association, partnership, trust, governmental authority, agency or department or any other entity (in each case whether or not having separate legal personality); (iv) a reference to any party includes that party's personal representatives, successors and permitted assigns; (f) a reference to writing or written includes e-mail but does not include fax; (g) any obligation on a party not to do something includes an obligation not to allow that thing to be done; (h) any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and (i) to the extent only of any conflict or inconsistency between the General Terms, the Accepted Quote, the Special Terms and any other documents expressly incorporated in this Agreement the order of priority will be (unless a specific different order of precedence is noted in the Quote): (1) the Accepted Quote; (2) the General Terms; (3) the Special Terms; and (4) any other documents expressly incorporated into this Agreement.