



TERMS AND CONDITIONS FOR HIGH DEGREE LTD

1. Introduction These terms and conditions (the "Agreement") govern the provision of services by High Degree ("the Company") to clients ("the Client") in relation to IT consultancy and cyber security.
2. Engagement of Services 2.1 The Client may engage the services of the Company by executing a statement of work ("SOW") or by written agreement, which specifies the services to be provided and the fees payable. 2.2 The Company will provide services to the Client in a timely and professional manner. 2.3 The Client shall be responsible for providing the Company with all necessary information and resources required to perform the services.
3. Fees and Payment 3.1 The fees payable by the Client for the services shall be as set out in the SOW or written agreement. 3.2 The Company reserves the right to increase the fees if additional work is required or if there is a change in the scope of the services. 3.3 Payment shall be made by the Client to the Company within 30 days of the date of the invoice.
4. Confidentiality 4.1 The Company will maintain the confidentiality of all information and data provided by the Client, including any personal data, and will not disclose it to any third party without the Client's written consent. 4.2 The Client shall be responsible for ensuring that any confidential information or data is adequately protected and secured.
5. Intellectual Property 5.1 The Client shall retain ownership of all intellectual property rights in any materials provided to the Company. 5.2 The Company shall own all intellectual property rights in any materials created by the Company in the course of providing the services, including any software, code, or algorithms. 5.3 The Client shall have a non-exclusive, royalty-free, and perpetual license to use any materials created by the Company for the purposes for which they were intended.
6. Limitation of Liability 6.1 The Company shall not be liable for any loss or damage suffered by the Client as a result of the Client's failure to implement any recommendations made by the Company. 6.2 The Company shall not be liable for any indirect, special, or consequential loss or damage suffered by the Client in connection with the services provided. 6.3 The Company's liability for any claim arising out of or in connection with the services shall be limited to the fees paid by the Client for those services.
7. Termination 7.1 Either party may terminate this Agreement by giving written notice to the other party. 7.2 If the Client terminates the Agreement, the Client shall pay the Company for all services provided up to the date of termination.



- 7.3 If the Company terminates the Agreement, the Company shall refund to the Client any fees paid in advance for services not yet provided.
8. **Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is located. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.
 9. **Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to the services provided by the Company.