Terms & Conditions

The way we work with clients

Version	1.4		
Effective Date	August 2026	**Next Review**	August 2027
Owner	COO	**Approved By**	Board of Directors

For plain-English explanations of how we handle common situations, see our FAQ.

Definitions

The following terms have the meanings set out below:

- **Acceptance Period** means the period of ten (10) business days following delivery of a Deliverable during which the Client may raise written objections.
- **Acceptance Tests** means the tests used to determine whether Deliverables meet the Definition of Done.
- **AI Artifacts** means any artificial intelligence or machine learning components created or developed in connection with the Services, including without limitation: trained models; model architectures; prompts and prompt frameworks; datasets and training datasets created or curated specifically for the Client; model weights and embeddings; evaluation datasets and benchmarks; inference pipelines; model configuration and hyperparameters; and safety filters and classification taxonomies.
- **Background IP** means all intellectual property owned by or licensed to the Company prior to or independently of this Agreement, including proprietary software, AI libraries, algorithms, model architectures, general-purpose prompt libraries and frameworks, audit methodologies, pre-existing trained models, and all other tools and frameworks used in the delivery of services but not created specifically for the Client under a SOW.
- **Change of Control** means any acquisition, merger, or transfer of more than 50% of the voting shares or assets of a Party.
- **Confidential Information** has the meaning given in the NDA entered into between the Parties.
- **Definition of Done** means the criteria against which deliverables are assessed, as defined in the applicable SOW.
- **EU AI Act** means *Regulation (EU) 2024/1689* of the European Parliament and of the Council of 13 June 2024 on artificial intelligence, as amended from time to time.
- **Foreground IP** means all intellectual property created specifically for the Client under a SOW during the term of this Agreement.
- **General-Purpose AI Model** or **GPAI Model** has the meaning given in *Article 3(63) of the EU AI Act.*
- **High-Risk AI System** has the meaning given in *Article 6 and Annex III of the EU AI Act.*
- **Infringement Claim** means any third-party claim, action or proceeding alleging that the Deliverables, Foreground IP or other materials provided by the Company under this Agreement infringe the intellectual property rights of any third party.
- **Insolvency Event** means a Party being unable to pay its debts or being deemed unable to pay its debts; or a resolution being passed or an order being made by a court of competent jurisdiction for the bankruptcy, winding up or dissolution of that Party (otherwise than for the purposes of solvent amalgamation or reconstruction); or that Party becoming subject to an administration order; or a receiver, administrative receiver, trustee or similar officer being appointed over or an encumbrancer taking possession of the whole or a material part of that Party's property or assets; or the relevant Party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors; or if events equivalent to any of the above occur in relation to that Party in any jurisdiction.
- **Platform Components** means any component, tool, module, pipeline, framework, or infrastructure/deployment configuration that is created, configured, or substantially adapted by the

Company in the course of performing a SOW, and which would retain function or value in a deployment for another client without substantive redevelopment. A component may be a Platform Component notwithstanding that it was built or configured during the term of a SOW, provided it meets this test. Platform Components are identified in the applicable SOW; any component that would have no function or value in a deployment for another client without substantive redevelopment does not qualify and constitutes Foreground IP.

- **Pre-Existing IPR** means any intellectual property rights owned or controlled by either Party prior to the Effective Date or developed independently of this Agreement.
- **Retainer Fee** means the fixed monthly fee payable by the Client for base capacity for any ongoing managed service.
- **Service Levels** means the performance standards set out in the SLA.
- **SOW** means any Statement of Work agreed between the Parties defining specific deliverables, timelines, and fees.
- **Systemic Reliability** means the standard of infrastructure stability, data integrity, and operational continuity required to deliver managed services effectively.
- **The Company** means QED
- **The Client** means the client signing the T&Cs

1. Formation of Contract

1.1. These Terms, together with the Client Agreement Pack and any further Statements of Work, form the entire agreement between QED and the Client in respect of the Services.

1.2. The Client shall be bound by these Terms, notwithstanding the absence of a signed copy, if the Client does any of the following: (a) instructs QED to commence or continue any Services; (b) accepts delivery of any part of the Services; or (c) makes any payment in respect of the Services. Any such conduct shall constitute acceptance of these Terms in full, with effect from the date of the earliest such conduct.

1.3. **Clause 1.2** shall not apply to any variation that increases fees or expands scope beyond that already agreed in writing between the parties, which shall instead be governed by **clause 20.12** (Variation)

2. Acceptance of Deliverables

2.1. Upon delivery of any Deliverable, the Client shall have the Acceptance Period to review it against the Definition of Done and notify the Company in writing of any material non-conformances. If no written objection is raised within the Acceptance Period, the Deliverable shall be deemed accepted. If objections are raised, the Company shall remedy them within a reasonable agreed timeframe, after which a new Acceptance Period shall commence.

2.2. The Company warrants that each accepted Deliverable will conform with the Definition of Done for ninety days from acceptance. The Company shall remedy any material non-conformity notified during this period at its own cost, capped at 20 hours per month unless agreed otherwise in the SOW.

2.3. The Company warrants that prior to delivery, all software and deliverables shall have been checked using an up-to-date industry standard security tool and that no virus, malicious code, or known vulnerability has been detected at the time of delivery.

2.4. The Company shall disclose to the Client in writing, on or before the commencement of each SOW, any open-source software components it intends to incorporate into the deliverables. The Company warrants that no undisclosed third-party or open-source software has been incorporated into any deliverable. Upon the Client's reasonable request, the Company shall provide a written list of all open-source components used in the Deliverables, the applicable licences, and any attribution or notice obligations required to comply with those licences.

2.5. Where a Deliverable fails the Acceptance Tests or does not meet the Definition of Done, the Client may provide the Company with a written list of defects. The Company shall remedy all items at its own cost and resubmit for a new Acceptance Period. This process shall repeat until the Deliverable passes, or until the Parties agree an alternative resolution in writing.

2.6. Where specified in the applicable SOW, the Client may retain a final acceptance payment of up to 10% of the total fees under that SOW until all Deliverables: (a) have been fully delivered, including source code, documentation, and related materials; (b) have passed the Acceptance Tests, where applicable, and meet the Definition of Done; and (c) have been fully transferred to the Client's control, including repositories, build pipelines, environments, and credentials where relevant. The holdback percentage and any conditions applicable to a specific engagement shall be set out in the relevant SOW.

3. Service Warranty Disclaimer

Except as expressly stated in this Agreement and in the SLA, all services and deliverables are provided "as is." The Company does not warrant that software, systems, or deliverables will be error-free, uninterrupted, or suitable for a particular purpose beyond the Definition of Done defined in the applicable SOW. For the avoidance of doubt, nothing in this clause limits or qualifies the Company's express obligations, warranties, acceptance obligations, data protection and security obligations, or liability for breach of this Agreement.

4. Obligations of the Parties

4.1. The Company shall perform all services with the care of a specialised expert. The Company acts as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship.

4.2. The Company agrees to coordinate its activities with the Client's other employees or external consultants to ensure the seamless integration of project infrastructure. The Client acknowledges that the Company provides a managed service focused on Systemic Reliability and dedicated team structures, rather than individual staff augmentation.

4.3. The Company is obligated to maintain professional secrecy regarding all confidential information, trade secrets, and technical data disclosed by the Client during the term of a SOW and thereafter, in accordance with the NDA.

4.4. The Client shall provide all necessary access, data, and documentation required for the Company to perform the services. Any delays caused by the Client's failure to do so shall result in a proportional extension of the Company's delivery deadlines. Where such failure prevents performance for five or more continuous business days, the Parties shall discuss a revised delivery plan. The Retainer shall be reduced pro rata for the affected period only where the Company is able to reassign the team to other work; where it cannot, the full Retainer remains due.

4.5. The Company may engage subcontractors or affiliated entities to perform portions of the services, provided that (a) the Company remains responsible for the performance of those services under this Agreement, (b) the Company has made reasonable endeavours to ensure that each subcontractor is bound by written obligations no less protective than those in this Agreement in relation to confidentiality, data protection, security and intellectual property, and (c) the Company shall obtain the Client's prior written consent before granting any subcontractor access to the Client's source code, repositories, data, models, credentials, production environments, or Confidential Information (such consent not to be unreasonably withheld or delayed).

5. Compliance

5.1. **Anti-Bribery & Corruption:** Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the *UK Bribery Act 2010* and any equivalent legislation in any other applicable jurisdiction. Neither Party shall offer, give, request, or accept any financial or other advantage in connection with this Agreement.

5.2. **Modern Slavery:** Each Party warrants that it has in place reasonable procedures to prevent modern slavery and human trafficking in its operations and supply chain, in compliance with the *Modern Slavery Act 2015* where applicable.

5.3. **Export Controls & Sanctions:** Each Party shall comply with all applicable export control laws and economic sanctions regulations. Neither Party shall cause the other to be in breach of such laws or regulations.

5.4. **General Compliance:** Each Party shall perform its obligations under this Agreement in compliance with all applicable laws and regulations in force from time to time, including, without limitation, the *EU AI Act* to the extent applicable to that Party's role in the AI value chain (whether as provider, deployer, importer, or distributor as defined in the *EU AI Act)*. Neither Party shall take any action, or require the other Party to take any action, that would cause the other Party to be in breach of the *EU AI Act* or any other applicable AI regulation.

6. Insurance

6.1. The Company shall maintain the following insurance coverage:

6.1.1. Professional indemnity insurance of not less than £1,000,000 per claim, and
6.1.2. Public liability insurance of not less than £2,000,000 per claim, and
6.1.3. Cyber liability insurance of not less than £500,000 per claim.

6.2. Evidence of such insurance shall be provided upon reasonable written request by the Client.

7. Data Protection & Security

7.1. **Data Protection:** The Parties shall comply with applicable data protection laws, including the UK GDPR, EU GDPR, and the Data Protection Act 2018, to the extent that the Company processes personal data on behalf of the Client in connection with the Services. The Parties shall enter into a Data Processing Agreement ("DPA") prior to the commencement of the first SOW, defining the roles of data controller and processor, security measures, breach notification obligations, and the jurisdictions in which Client data may be stored and processed. The DPA shall remain in effect for the duration of this Agreement, regardless of whether a particular SOW involves the processing of personal data.

7.2. **Security Standards:** The Company shall implement and maintain appropriate technical and organisational security measures to protect the Client's data and systems, including as a minimum: encryption of data in transit and at rest, role-based access controls, and regular security reviews consistent with industry standards.

7.3. **Data Residency:** Unless otherwise agreed in writing, Client data shall be stored and processed as set out in the Company's Data Processing Agreement. The Company shall notify the Client in writing before transferring or processing Client data in any other location and obtain the Client's prior written consent before doing so. Where Client data constitutes personal data, any transfer outside the United Kingdom or European Economic Area remains subject to an appropriate transfer mechanism under the Company's Data Processing Agreement with the Client.

7.4. **Security Incident Notification :**In the event of a confirmed or reasonably suspected security incident affecting the Client's data or systems, the Company shall notify the Client in writing within 24 hours of becoming aware.

7.5. **Audit Rights:** No more than once per calendar year, and upon not less than fifteen (15) business days' written notice, the Client shall have the right to audit (or appoint a reputable independent third party to audit) the Company's compliance with its data protection and security obligations under this Agreement. Such audit shall be conducted during normal business hours, at the Client's cost, and in a manner that minimises disruption to the Company's operations. The Company shall provide reasonable cooperation and access to relevant documentation.

8. AI-Specific Obligations

8.1. **AI Output Quality & Acceptance:** AI-generated outputs forming part of a Deliverable shall be subject to the Definition of Done. The Company shall conduct appropriate quality assurance of AI outputs before delivery. Non-conforming AI outputs shall be reworked at no additional cost within five business days of notification, repeating until the Deliverable meets the Definition of Done or the Parties agree an alternative resolution in writing.

8.2. **Bias & Fairness:** Where AI or machine learning models are used in the delivery of services and those models interact with or produce outputs that affect individuals, the Company shall conduct and document reasonable and proportionate testing for bias and discriminatory outcomes, based on relevant and reasonably available direct data indicators. The Company shall provide evidence of such testing to the Client upon request.

8.3. **IP in AI Outputs:** Subject to full payment of monthly invoices issued for work completed and agreed with the Client, the Client shall own all rights in data, inputs, prompts, and deliverables provided by or created specifically for the Client. All AI-generated outputs and all AI Artefacts created specifically for the Client in connection with the Services shall form part of the Deliverables and Foreground IP and shall belong to the Client as they are created. To the extent that any such rights do not automatically vest in the Client, the Company hereby assigns to the Client all rights, title and interest in such AI-generated outputs and AI Artefacts, with limited title guarantee, by way of present assignment of future rights. The Company warrants that it shall use reasonable skill and care to avoid infringement of third-party intellectual property rights in any AI-generated outputs and AI Artefacts delivered to the Client, and that it will not knowingly deliver to the Client any AI-generated output or AI Artefact that infringes the intellectual property rights of any third party.

The Company shall promptly notify the Client in writing if it becomes aware of any actual or suspected infringement risk relating to any AI-generated output or AI Artefact delivered under this Agreement.

8.4. **Acceptable Use:** The Client agrees to use AI systems and outputs delivered by the Company in compliance with all applicable laws and regulations, including those relating to automated decision-making and the EU AI Act where applicable. Without limiting the foregoing, the Client shall:

8.4.1. Prior to deploying any AI system or AI output delivered by the Company in any context that may constitute a high-risk use case under *Annex III of Regulation (EU) 2024/1689 (EU AI Act)*, conduct and document its own risk classification and notify the Company in writing;

8.4.2. Not deploy any AI system or AI output delivered by the Company for any purpose that is prohibited under *Article 5 of the EU AI Act*, including without limitation: systems that manipulate human behaviour through subliminal techniques; social scoring systems; real-time remote biometric identification in publicly accessible spaces except as expressly permitted by applicable law; emotion recognition systems in workplace or educational settings; and biometric categorisation systems inferring sensitive attributes;

8.4.3. Implement all user-facing transparency disclosures required by *Article 50 of the EU AI Act* prior to deploying any AI system that interacts directly with end users, including disclosure that the user is interacting with an AI system and, where applicable, machine-readable labelling of AI-generated content; and

8.4.4. Indemnify and hold harmless the Company from and against any losses, damages, claims, and reasonable legal costs arising from the Client's failure to comply with this **clause 8.4**.

8.5. **Regulatory Cooperation:** Where any AI system or AI output delivered by the Company is subject to the *EU AI Act* or any other applicable AI regulation, the Parties shall cooperate in good faith to comply with any request from a competent national supervisory authority or the EU AI Office, including providing documentation, access to technical records, and incident reports as required. The Client shall promptly notify the Company of any inquiry, audit, or enforcement action by a regulatory authority relating to any AI system or output delivered by the Company, and shall not make any admission of liability or enter into any settlement in respect of such action without the Company's prior written consent (not to be unreasonably withheld or delayed).

8.6. **GPAI Documentation:** Where the Company develops or delivers a general-purpose AI model (as defined in *Regulation (EU) 2024/1689)* for or on behalf of the Client, the Company shall provide, as part of the Deliverables:

8.6.1. technical documentation covering model architecture, training procedures, and performance characteristics sufficient to enable the Client to comply with its obligations as a downstream provider under the *EU AI Act;*

8.6.2. a written copyright compliance policy confirming the approach taken to training data and any rights reservations under the Copyright Directive; and

8.6.3. a summary of training content in a form that satisfies the transparency requirements of *Article 53 of the EU AI Ac*t. This **clause 8.6** applies only where the Company is the developer of the underlying model. It does not apply where the Company integrates a third-party general-purpose AI model into the Deliverables, in which case the relevant obligations remain with the third-party model provider.

8.7.AI Transparency and Training Restriction:

8.7.1. The Company shall notify the Client in writing before first using, in connection with the Services, any AI system that processes the Client's Confidential Information or data, save where the Client has already been notified of that AI system's use under a prior SOW.

8.7.2. The Company shall maintain a register of AI systems and third-party AI tools used in the delivery of the Services and shall make that register available to the Client upon reasonable written request.

8.7.3. The Company shall not use any Client data, Confidential Information, or Deliverables to train, fine-tune, or otherwise improve any AI model, for the benefit of the Company or any third party, without the Client's prior written consent. This clause does not restrict the use of aggregated, anonymised data, or data the Client has expressly approved in writing for such use.

9. Intellectual Property

9.1. **Background IP:** The Company retains exclusive ownership of all Background IP.

9.2. **Foreground IP:** Subject to regular and full monthly payment of fees for deliverables due under this Agreement, the Company hereby assigns to the Client, with full title guarantee, by way of present assignment of future rights, for the full duration of such rights and for all territories worldwide, all rights, title, and interest in the Foreground IP created each month specifically for the Client under the applicable SOW. This assignment includes, without limitation:

- 9.2.1. source code and object code;
- 9.2.2. software architecture, technical designs, and specifications;
- 9.2.3. algorithms, AI Artefacts, and related logic;
- 9.2.4. datasets and training data created specifically for the Client;
- 9.2.5. documentation, diagrams, and workflows; and
- 9.2.6. product concepts, UX/UI materials, and associated assets created under the SOW.

9.3. The Company and all its personnel shall execute any documents and do all things reasonably required by the Client to perfect, register, transfer, or enforce such rights.

9.4. **Retention of Title:** Notwithstanding any other provision, legal title to Foreground IP created each month shall remain exclusively with the Company until the invoice for that deliverable is paid in full.

9.5. **Open Source Software:** The Company may incorporate open-source software components into the Deliverables where appropriate. Such components shall remain subject to their respective open source licences, and the Client agrees to comply with those licences. The Company shall disclose to the Client in writing, on or before the commencement of each SOW, any open source software components it intends to incorporate into the Deliverables. The Company shall not incorporate any component subject to a copyleft licence - including the GNU General Public Licence (GPL), the GNU Affero General Public Licence (AGPL), or any similar licence - that would or might require the disclosure or release of the Client's proprietary source code, without the Client's express prior written consent. The Company warrants that no undisclosed third-party or open source software has been incorporated into any Deliverable.

9.6. **Moral Rights Waiver:** To the extent permitted by law, the Company shall procure that all personnel and subcontractors involved in creating the deliverables waive any moral rights in relation to the deliverables in favour of the Client.

9.7. **IP Indemnification:** The Company undertakes to defend, hold harmless and indemnify the Client from and against all losses, damages, claims, liabilities, costs and expenses (including reasonable legal fees) arising out of any Infringement Claim, provided that such infringement is not a consequence of the Company following express written instructions from the Client to incorporate specific third-party materials.

9.8. **Infringement Claim Procedure:** In the event of an Infringement Claim, the Client shall: (a) promptly notify the Company in writing of such claim; (b) grant the Company sole control of the defence and settlement of the claim, provided that any settlement that imposes obligations or liability on the Client requires the Client's prior written consent; (c) not take any action that would prejudice the Company's defence; and (d) provide the Company with reasonable cooperation at the Company's expense.

9.9. **Remediation of Infringing Materials:** Without prejudice to the Client's rights under **clause 9.7,** where any deliverable becomes or is likely to become the subject of an Infringement Claim, the Company may at its option and expense: (a) replace the infringing element with a functionally equivalent non-infringing alternative; or (b) modify the deliverable to remove the infringement, provided that such modification does not result in material loss of functionality. Where the Company is unable after reasonable efforts to provide a non-infringing alternative, the Client may terminate the relevant SOW for material breach, in which case the Company shall promptly refund (i) any fees paid for the affected Deliverable (where priced on a deliverable or milestone basis) and (ii) where the Services are provided on a rolling monthly retainer, the pro rata portion of the Retainer fees paid that are reasonably attributable to the affected Deliverable/workstream, calculated by reference to the allocation agreed in the applicable SOW (or, if none, a reasonable allocation agreed in good faith). Any refund shall be made within thirty days of termination of the relevant SOW.

9.10. **Publicity & Reference Rights:** Neither Party shall use the other's name, logo, or trademarks in any marketing materials, press releases, case studies, or public announcements without the prior written consent of the other Party. The Company may request the Client's consent to act as a reference client, which the Client may grant or withhold in its sole discretion.

9.11. **IP Chain of Title Warranty:** The Company warrants that all employees, contractors and subcontractors engaged in providing the Services are subject to written agreements that validly assign (or vest) in the Company all intellectual property rights created by them in the course of providing the Services, so that the Company is able to transfer clean title in the Deliverables and Foreground IP to the Client in accordance with this Agreement.

9.12. **Platform Components:** Notwithstanding clause 9.2, where the applicable SOW identifies specific components as Platform Components, those components do not form part of the Foreground IP assigned to the Client under clause 9.2. Instead, the Company grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use, execute and rely upon those Platform Components as incorporated into the Deliverables, for the purposes of operating, maintaining and (where independent operation is agreed) further developing the Deliverables. All other rights in the Platform Components — including the right to reproduce, modify or redeploy them independently of the Deliverables, or to licence them to any third party — are reserved to the Company. Clauses 9.7 to 9.11 (IP indemnification, infringement procedure, remediation, and IP chain of title warranty) apply to Platform Components as they do to Foreground IP.

10. Personnel & Non-Solicitation

10.1. **Non-Solicitation of Personnel:** This clause is the operative non-solicitation provision governing the Parties' relationship from the Effective Date of execution of a Statement of Work (SOW). It supersedes the NDA clause regarding Non-Solicitation. During the term of this Agreement and for twelve months following its termination, neither Party shall actively solicit for employment or engagement any employee or contractor of the other Party who was materially involved in providing or receiving the Services during the six months prior to the relevant approach.

10.2. **Carve-out:** This restriction shall not apply to (a) general recruitment advertising not targeted at the other Party’s personnel (including via job boards, social media, or recruiters not specifically instructed to target the other Party’s personnel), or (b) the engagement of any person who responds to such general advertising or approaches the recruiting Party unsolicited.

11. Payment and Billing

11.1. **Monthly Retainer:** The Client shall pay the Retainer on the 1st day of each calendar month for the month ahead.

11.2. **Additional Services:** Any work performed outside the predefined monthly scope as per the SOW, shall be pre-approved, tracked and invoiced monthly in arrears. Unless otherwise agreed in the applicable SOW, such charges shall be included on the invoice issued on the first business day of the following month in respect of the preceding calendar month.

11.3. **Payment Terms:** All invoices are due within five business days of the invoice date. Late payments shall accrue interest at 4% above the Bank of England base rate. If an undisputed invoice remains unpaid for more than five days, the Company shall issue written notice. If payment is not received within five business days of that notice, the Company may suspend services until payment is received.

11.4. **Benchmarking:** Once per rolling 12-month period during any retainer-based managed services engagement under an applicable SOW, either Party may request a benchmarking review to verify that the Retainer rates remain comparable to market rates for equivalent services in the Client's market niche. The Parties shall agree in good faith on a recognised benchmarking methodology. If benchmarking demonstrates that rates have diverged materially from the market, the Parties shall negotiate in good faith to agree revised rates, subject to any annual increase cap set out in the applicable SOW.

11.5. **VAT:** All fees and charges are exclusive of VAT (if applicable). VAT shall be payable by the Client in addition to the fees at the prevailing rate, provided that a valid VAT invoice is supplied.

11.6. **Invoice Detail and Expenses:** Each invoice shall set out sufficient detail to enable the Client to verify the charges, including (where applicable) the relevant billing period and the Services performed. The Client shall reimburse only those expenses that have been pre-approved in writing and are supported by reasonable evidence (such as receipts) and charged at cost.

12. Source Code Access and Delivery

12.1. The Company shall carry out all development work in a shared repository accessible to the Client throughout the project. Upon completion or termination of a SOW, the Company shall promptly deliver to the Client all source code, documentation, credentials, and materials required for the Client to build, deploy, operate, and maintain the Deliverables independently.

12.2. If critical systems, environments or operational components are hosted or controlled by the Company, the Company shall maintain appropriate backup and recovery arrangements and ensure the Client can recover operational control on termination.

13. Force Majeure

Neither Party shall be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, government restrictions, power failures, or internet outages. The affected Party shall promptly notify the other Party in writing and use reasonable efforts to resume performance as soon as practicable.

14. Duration and Termination

14.1. **Term:** This Agreement commences on the Effective Date and continues until terminated in accordance with this **clause 14.** Each SOW will commence on its stated start date (or, if none, the Effective Date of that SOW) and continue for the period stated in that SOW. Where a SOW does not state a term, it will operate on a rolling monthly basis.

14.2. **Termination:** Either Party may terminate this Agreement on at least sixty days' written notice. A SOW may be terminated on sixty days' written notice where no SOW-specific mechanism applies. On termination, the Company shall provide reasonable transition assistance and a full handover at no additional cost.

14.3. **Insolvency Event:** Either Party may terminate this Agreement immediately on written notice to the other if the other Party suffers an Insolvency Event.

14.4. **Termination for Cause:** Either Party may terminate this Agreement or any applicable SOW by written notice if the other Party commits a material breach of this Agreement or the applicable SOW and (where the breach is capable of remedy) fails to remedy it within fourteen days of receiving written notice requiring remedy. Both Parties may terminate immediately on written notice (i) in the event of a material security incident or material breach of the other Party’s data protection and security obligations, or (ii) where either Party’s continued performance would expose the other Party to a confirmed credible and substantiated IP infringement risk, loss of control of deliverables/repositories/environments, or breach of applicable data protection law.

14.5. **Notice:** Any notice under this Agreement shall be in writing and delivered by email or registered post to the nominated contacts set out on the cover page of this Agreement.

14.6. On expiry or termination of this Agreement or any SOW for any reason:

14.6.1. all properly due and undisputed fees for work accepted up to the termination date shall become payable, subject to the Client's rights of set-off or withholding for defective, incomplete, or non-compliant work;

14.6.2. the Company shall immediately cease the terminated services;

14.6.3. the Company shall promptly deliver to the Client all Deliverables, work in progress, source code, documentation, credentials, access keys, environment access, and all related materials created under the relevant SOW;

14.6.4. all licences granted to the Client under this Agreement shall continue in full force and effect; and

14.6.5. each Party shall, at the other Party's option, return or securely destroy the other Party's confidential information, subject to any legal retention obligations.

The Client shall not be obliged to pay for incomplete work that is unusable or materially non-compliant with the relevant SOW.

15. Dispute Resolution

15.1. If a dispute arises out of or in connection with this Agreement, either Party shall notify the other in writing, setting out the nature of the dispute in reasonable detail (a "Dispute Notice"). The Parties shall attempt to resolve the dispute by good faith negotiation between their respective senior representatives within ten (10) business days of the Dispute Notice (or such longer period as the Parties may agree in writing).

15.2. If the dispute has not been resolved under clause 15.1 within ten (10) business days of the Dispute Notice, either Party may refer the dispute to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in accordance with its Model Mediation Procedure. Unless otherwise agreed, the mediator shall be nominated by CEDR. The costs of the mediator and CEDR's administrative fees shall be shared equally between the Parties. Each Party shall bear its own legal costs in connection with the mediation.

15.3. If mediation fails to resolve the dispute within thirty days of the mediator's appointment (or any such longer period as the Parties may agree), either Party may commence proceedings in the courts of the applicable jurisdiction as set out in **clause 16**.

15.4. Nothing in this Section shall prevent either Party from seeking urgent injunctive or interim relief from a court of competent jurisdiction without first following the above process.

16. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. Disputes shall be resolved in the courts of London.

17. Indemnification

17.1. **By the Company:** The Company shall indemnify, defend, and hold harmless the Client and its officers, directors, and employees from and against any third-party claims, losses, damages, and reasonable legal costs arising from:

17.1.1. any infringement of a third party's intellectual property rights by the Foreground IP delivered by the Company;

17.1.2. any breach of the Company's data protection or security obligations under this Agreement; or

17.1.3. the gross negligence or wilful misconduct of the Company or its personnel.

17.2. **By the Client:** The Client shall indemnify, defend, and hold harmless the Company and its officers, directors, and employees from and against any third-party claims, losses, damages, and reasonable legal costs arising from:

17.2.1. the Client's use of deliverables in a manner not authorised by this Agreement or in breach of applicable law;

17.2.2. any infringement of a third party's intellectual property rights caused by materials, data, or instructions provided by the Client; or

17.2.3. the gross negligence or wilful misconduct of the Client or its personnel.

17.3. **Indemnification Procedure:** The Party seeking indemnification (the "Indemnified Party") shall:

17.3.1. promptly notify the indemnifying party in writing of the claim;

17.3.2. grant the indemnifying party sole control of the defence and settlement of the claim, provided that any settlement that imposes liability or obligations on the Indemnified Party requires the Indemnified Party's prior written consent; and

17.3.3. provide reasonable cooperation and assistance at the indemnifying party's cost.

18. Limitation of Liability

18.1. **General Cap:** Subject to **clauses 18.2 to 18.4**, neither Party's total aggregate liability under or in connection with this Agreement shall exceed the total fees paid or payable by the Client to the Company under the relevant SOW in the twelve (12) months preceding the event giving rise to the claim.

18.2. **Uncapped Liabilities:** Nothing in this Agreement shall exclude or limit either Party’s liability for: (a) fraud; (b) death or personal injury caused by negligence; (c) breach of confidentiality (excluding data protection breaches which are governed by **clause 18.3**); (d) infringement of intellectual property rights, excluding patents and trade secrets which shall remain subject to the general liability cap in **clause 18.1** or (e) any other liability which cannot be excluded or limited by law.

18.3. **Super-cap for Data Protection and Securit**y: Subject to **clause 18.2**, and notwithstanding any other provision of this Agreement, the Company’s aggregate liability for any breach of data protection laws, any security incident, or any deliberate or wilful acts relating to the Client's data, shall be subject to a separate cap of two hundred per cent (200%) of the total fees paid or payable by the

Client to the Company under the relevant SOW in the twelve months preceding the event giving rise to the claim or £500,000, whichever is lower.

18.4. **Equitable Relief and Handover:** For the avoidance of doubt, the liability caps in this **clause 18** do not apply to, and shall not limit, the Company's obligation to deliver and hand over the Deliverables, source code, repositories, environments, credentials and access materials in accordance with this Agreement, nor the Client's right to seek injunctive relief, specific performance or other equitable remedies.

18.5. Neither Party shall be liable for any indirect, incidental, or consequential loss, including loss of profits, loss of business, loss of goodwill, or loss of anticipated savings.

19. Assignment

19.1. **Client Assignment:** The Client may assign, transfer or novate this Agreement (in whole or in part) to any of its affiliates, or to a successor to its business (including by way of merger, reorganisation, sale of shares or sale of assets), without the Company's consent, provided that the Client gives the Company written notice of such assignment.

19.2. **Company Assignment:** The Company may not assign, transfer or novate this Agreement (in whole or in part) to any affiliate, successor or acquirer without the Client's prior written consent (not to be unreasonably withheld or delayed). Any permitted assignment shall be conditional upon the proposed assignee entering into a deed of accession (or equivalent written undertaking) agreeing to be bound by the terms of this Agreement and any Statements of Work. Notwithstanding the foregoing, where the Company proposes to assign this Agreement in connection with a Change of Control or sale of its business or assets, the Client may, by written notice to the Company within thirty days of receiving notice of the proposed assignment, terminate this Agreement and/or any affected SOW on sixty days' notice, without penalty, and the Company shall provide transition assistance and a full handover in accordance with **clause 14.**

20. Final Provisions

20.1. The T&Cs are version-controlled. The version in force at the date a SOW is signed by both Parties (the "Applicable Version") shall govern that SOW for its duration, unless the Parties expressly agree in writing to adopt a later version.

20.2. The Company reserves the right to update these T&Cs from time to time. The current version will be published on our website and will carry a version number and effective date.

20.3. Where the Company proposes to update these T&Cs in a manner that would materially affect the rights or obligations of an existing Client, the Company shall give that Client not less than thirty days' written notice of the proposed changes before they take effect in respect of any new SOW entered into after the effective date of the update.

20.4. Updates to these T&Cs shall not affect any SOW already in force at the date the update takes effect. Such SOWs shall continue to be governed by the Applicable Version unless the Client expressly agrees in writing to adopt the updated version.

20.5. Where a Client continues to enter into new SOWs after receiving notice of an update without raising a written objection, that Client shall be deemed to have accepted the updated T&Cs in respect of those new SOWs only.

20.6. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

20.7. **Waiver:** No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver shall be effective unless made in writing.

20.8. **Counterparts & Electronic Signatures:** This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures, including those executed via DocuSign or equivalent platforms, shall be deemed valid and binding to the same extent as original wet ink signatures.

20.9. A person who is not a Party to this Agreement shall have no right to enforce any term of this Agreement under the *Contracts (Rights of Third Parties) Act 1999* or otherwise.

20.10. Each Party shall, at its own cost, do, sign, execute and deliver all such deeds, documents, instruments and acts as may reasonably be required by notice from the other Party to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

20.11. Where the Company is unable to perform its obligations due to a Force Majeure Event, the Client shall not be obliged to pay the Retainer in respect of the specific services directly affected by that event for the duration of the Force Majeure Event. For the avoidance of doubt, services unaffected by the Force Majeure Event shall continue to be billed as normal.

20.12. **Variation:** No variation of this Agreement or any SOW that increases fees or expands scope beyond that already set out in the applicable SOW shall be effective unless it is either: (a) agreed in writing (including by email) and confirmed by an authorised representative of each Party; or (b) recorded as an entry in the change log maintained by the Company in respect of the applicable SOW (the "Change Log") and acknowledged in writing (including by email) by an authorised representative of the Client. For the avoidance of doubt, clause 1.2 (Acceptance by Conduct) shall not operate to incorporate any variation falling outside (a) or (b) above, and continued performance or payment following a proposed variation shall not, of itself, constitute acceptance of that variation.

Frequently Asked Questions

How we handle common situations

Version	1.1		
Effective Date	June 2026	**Next Review**	June 2027
Owner	COO	**Approved By**	Board of Directors

This FAQ is for guidance only and does not form part of the agreement between the parties.

What happens when QED delivers something to us?

When we deliver a piece of work, you'll have 10 business days to review it against the agreed criteria and let us know in writing if anything isn't right. If we don't hear from you in that window, we'll treat it as accepted - so please do flag anything promptly. If you do raise an issue, we'll agree a timeframe to fix it and then the clock resets for another review.

What if there are small issues that don't affect how we use the work?

Minor issues that don't materially affect your use of the deliverable won't hold up acceptance, but we'll log them and fix them in line with our SLA.

What if we find a problem after we've accepted the work?

We stand behind everything we deliver. If a material issue emerges within 90 days of acceptance, just let us know and we'll fix it at no extra cost. We cap our remediation time at 20 hours per month, so for anything more involved we'd agree a plan with you.

What if a deliverable keeps failing to meet the agreed criteria?

If something doesn't pass the agreed acceptance tests, we'll fix and resubmit - as many times as needed until it does, at no additional cost to you. If we genuinely can't get there, we'll work with you to find another resolution.

How will we know what QED is working on?

During active development we'll give you regular oral updates covering what's done, what's next, and any risks or blockers. We'll always flag anything likely to affect timelines or costs as soon as we know.

What happens if we're slow to provide access or information QED needs?

We need your cooperation to deliver well. If a delay on your side stops our team working for five or more business days, we'll get in touch to agree a revised plan. If we can reassign the team in the meantime, we'll reduce the retainer accordingly. If we can't, the team stays on standby for you and the full retainer remains due.

What does QED do if there's a security incident affecting our data?

We'll notify you in writing within 24 hours of becoming aware of any confirmed or suspected security incident. We'll tell you what happened, what data was affected, what we think the consequences are, and what we're doing about it.

Will QED tell us if they're using AI tools on our project?

Yes - we will always notify you in writing before using any AI system that processes your data or deliverables. We maintain a register of all AI systems and third-party AI tools used in our work and will share it on request.

We will never use your data to train or fine-tune any AI model without your prior written consent.

We build and deploy AI in compliance with the *EU AI Act*. This means we do not use prohibited AI practices, we carry out bias testing on models that affect individuals, and we provide appropriate technical documentation for any general-purpose AI models we develop.

If you intend to deploy any AI system we build in a regulated context - for example, in recruitment, credit decisions, or any other use case that may be classified as high-risk under the *EU AI Act* - please let us know before deployment so we can ensure the right documentation and safeguards are in place.

What if AI-generated outputs in a deliverable aren't up to scratch?

Any AI-generated content we deliver is held to the same quality standards as everything else. We test and quality-check all AI outputs before delivery. If something doesn't meet the mark after delivery, let us know and we'll rework it within five business days at no cost to you.

What happens if we don’t pay an invoice on time?

Invoices are due within five business days. If an undisputed invoice isn't paid, we'll send a written reminder first. If payment still isn't received within a further five business days, we may need to pause services until it is. We'll always communicate with you before taking that step.

Do we have access to our code throughout the project?

Yes - all development work is carried out in a shared repository you can access at any time. When a project completes or ends, we'll hand over everything you need to operate independently: source code, documentation, build and deployment instructions, architecture notes, credentials, and access to any environments we've been managing. You'll never be left without the keys to your own work.

How much notice do we need to give if we want to end our arrangement?

Either side can end the agreement with 60 days' written notice, unless the SOW states otherwise. Longer term partnership and projects are on 90 days’ written notice. When any engagement ends, we'll provide a full handover and reasonable transition support at no extra charge, so you're never left without continuity.

What if we have a disagreement with QED?

We'd always rather resolve things quickly and without formality. If something comes up, let us know in writing and we'll work to resolve it directly first. If that doesn't crack it within 10 business days, we'll escalate to a senior person on each side. If we're still stuck, we can bring in a neutral CEDR mediator - costs shared equally. We only go to court as a last resort.