

Schedule of Terms for Services

For Clever Consultants Ltd

Schedule - Terms and Conditions

This Schedule is the general terms and conditions applicable to the Services provided by Brew Digital to Client.

1 Parties

The Agreement is made between:

- 1.1 Clever Consultants LTD (Company No. 09932573) with its registered office situated at Adaptavist, 25 Wilton Road, Victoria, London, United Kingdom, SW1V 1LW ("Brew Digital"); and
- 1.2 the client ("Client") whose details are set out in the Order Form Part A which references or incorporates this Schedule.

(collectively referred to as the "Parties" and individually a "Party")

2 Definitions

2.1 The following capitalised terms used in the Agreement shall have the following meaning:

2.1.1 Acceptance Criteria: means a list of criteria that will be specifically set out in the Order Form which references or incorporates this Schedule with which a Deliverable and/or Services must comply for acceptance.

2.1.2 Affiliate(s): means, with respect to any Party, any entity, directly or indirectly, controlling, controlled by or under common control with such Party.

2.1.3 Agreed Specification: means the specification for Services and/or Deliverables set out in an applicable Order Form.

2.1.4 Agreement: means the applicable Order Form in its entirety, including all schedules and attachments.

2.1.5 Applicable Data Protection Legislation: means the privacy laws as they may apply to either Party at signing, or as they may change from time to time, in relation to its Processing of Personal Data under the Agreement, including the EU General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), the California Consumer Privacy Act 2020 ("CCPA"), the Personal Information Protection and Electronic Documents Act ("PIPEDA") and/or all other legislation, regulatory requirements, guidance or code of practice issued by a competent Regulator.

2.1.6 Background Intellectual Property Rights ("BIPR"): means any Intellectual Property Rights belonging to a Party prior to the date of the Agreement or developed independently of the work performed in the Agreement.

2.1.7 Business Day: means a day (other than a Saturday, Sunday or public holiday) when banks are open for business in Client's local region or as otherwise agreed between the parties.

2.1.8 Deliverable: means anything delivered or to be delivered under the Agreement, which is listed in the Agreement as a Deliverable, including but not limited to any reports, runbooks, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, documentation, software in machine-readable object code, scripts, or other works created or supplied by Brew Digital in the course of providing the Services. Deliverables shall exclude developments created for Brew Digital's use only in performing the Services that do not incorporate Client BIPR or Client Confidential Information or (2) developments related to Brew Digital's commercial software sold (or to be sold) to the general public.

2.1.9 Fixed Price Order Form: means a contract where the contract fee is fixed and not subject to any adjustment unless by mutual written agreement between the Parties, such as due to a change of scope or timeline.

2.1.10 Group: means each of the Parties, their subsidiaries ('Subsidiaries'), their affiliates ('Affiliates') and any holding company ('Holding Company'), where Subsidiaries and Affiliates are under the control of the Holding Company and "control" shall mean the legal ability, whether directly or indirectly, to direct the affairs of Subsidiaries and Affiliates by means of ownership, contract, or otherwise.

2.1.11 Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade secrets, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

2.1.12 Order Form: means the applicable Brew Digital ordering document for Services that references or includes these terms and conditions.

2.1.13 Regulator: any and all governmental or regulatory bodies responsible for regulation of the use of Personal Data including without limitation the ICO in the UK or any EU Supervisory Authority, as applicable.

2.1.14 Services: means the services provided to Client as described in the Order Form which references or incorporates this Schedule.

2.1.15 Staff: means all persons employed by either Party to perform its obligations under the Agreement including that Party's employees, employees of a Party's Affiliates, directors, representatives, officers, agents, contractors and, as applicable, Approved Subcontractors.

2.1.16 System: means Client's hardware, software and network environment.

2.1.17 Time and Materials Order Form: means a contract where the fee is invoiced based on effort expended to provide the Services, in addition to any materials required.

2.1.18 Working Day: means eight (8) hours of working time.

2.1.19 Work Products: means material specifically created by Brew Digital to address a requirement in a relevant Order Form and which is provided to Client under the Services of the applicable Order Form. BIPR or pre-existing Intellectual Property Rights shall not be classed as Work Products.

2.2 In the context of the Agreement, the following rules apply:

2.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.2 A reference to a Party includes its personal representatives, successors or permitted assigns;

2.2.3 The headings in the Agreement are inserted for convenience only and will not affect its construction;

2.2.4 A reference to a particular law is a reference to it as it is in force as of the Effective Date of the Agreement, taking account of any amendment, extension, or re-enactment, and including any subordinate legislation made under it;

2.2.5 The schedules to the Agreement shall form part of (and are incorporated into) the Agreement.

3 Provision of Services

- 3.1 The Agreement is intended for the provision of Services only. For the avoidance of doubt, the Agreement shall not apply to commercial-off-the-shelf (“COTS”) software purchased from Brew Digital.

4 Regarding Outsourcing

- 4.1 If Brew Digital needs to outsource the Services or a portion thereof to a third party resource ("Approved Subcontractor"), Brew Digital will obtain Client's written permission to do so first. Any such Approved Subcontractor will sign an agreement containing obligations that are no less onerous than the obligations contained in the Agreement. Brew Digital will remain responsible for any Services provided by Approved Subcontractor(s).

5 Insurance

- 5.1 Brew Digital will maintain a relevant insurance policy for all services provided during the term of the Agreement, and for one (1) subsequent year.

6 Warranties

- 6.1 Each Party warrants that:

6.1.1 it has full capacity and all necessary consents to enter into and perform its obligations under the Agreement and that the Agreement is executed by a duly authorised representative of that Party;

6.1.2 that it has not been induced to enter into any documents by, nor relied upon, any representation or warranty other than the representations and/or warranties contained in the Agreement;

6.1.3 in entering the Agreement, it has not committed any fraud; and

6.1.4 other than where expressly stated, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

- 6.2 Brew Digital will provide Client with the Services in a professional manner and in accordance with the specifications and any timelines set forth in the applicable Order Form.

7 Client Responsibilities

- 7.1 If Client requires Brew Digital to work at its premises, Client must provide suitable office space and resources for Brew Digital Staff. Upon request, Brew Digital will provide the names of Staff prior to attending Client's premises and will comply with any reasonable security provisions, health and safety compliance or checks that Client may require.

Changes to the Software

- 7.2 Client is required to advise Brew Digital about any planned changes to its Systems that are relevant to the Services. In the event that Client makes such changes without agreeing with Brew Digital in advance, liability for any inability to perform the Services arising from such changes is expressly excluded.

8 Privacy and Data Handling

- 8.1 For the purposes of this Clause "Privacy and Data Handling," the terms "Controller", "Processor", "Data Subject", "Personal Data", "Process" and "Special Categories of Personal Data" shall have the meanings given to them in the Applicable Data Protection Legislation, and their cognate terms shall be construed accordingly. Where these defined terms do not have application under the Applicable Data Protection Laws, the Parties' obligations will be interpreted to align as closely as possible with the scope of those roles and concepts under the GDPR while still fully complying with the Applicable Data Protection Legislation.
- 8.2 The Parties will each duly observe all their respective obligations under the Applicable Data Protection Legislation which arise in connection with the Agreement.
- 8.3 Brew Digital implements appropriate technical and organisational measures ("TOMs") to provide adequate protection against breach of confidentiality, integrity and availability for all information including Personal Data, Processed or otherwise handled within Brew Digital-owned IT systems. This protection will be consistent with legal requirements, corporate instructions and guidance, and Client instructions, where applicable.
- 8.3.1 Upon request, and subject to additional confidentiality undertakings to be put in place where necessary, Brew Digital will provide a copy of its TOMs and its ISO 27001 certification. Brew Digital undertakes to implement these standards and recommendations which are appropriate to the business of Brew Digital in a consistent, timely and cost-effective manner.
- 8.4 The Parties agree that Brew Digital is the Processor who shall Process Personal Data on behalf of Client and as instructed by it, in connection with the Services and in accordance with the Agreement and any ancillary document. Client will remain as Controller in respect of any such Personal Data. Each Party shall comply with the Applicable Data Protection Legislation. For the purpose of providing the Services, Brew Digital as Processor shall:
- 8.4.1 Inform Client without undue delay if it believes that Client's instructions infringe the Applicable Data Protection Legislation;
- 8.4.2 To the extent within its power of decision, take reasonable steps to ensure the security of Personal Data and to prevent the unauthorised or unlawful Processing thereof;
- 8.4.3 Not sell Client's Personal Data Processed under the Agreement to third parties;
- 8.4.4 Not disclose the Personal Data to any third party (other than those authorised under the Agreement) without the prior written consent of Client. Client agrees that Affiliates of Brew Digital are duly authorized by Client to act as subprocessors;
- 8.4.5 Ensure that only Brew Digital's personnel with a need to know shall have access to Personal Data and that such personnel (i) treat Personal Data as Confidential Information; and (ii) receive appropriate training on the handling of Personal Data in a compliant manner;
- 8.4.6 Process such Personal Data only in accordance with the lawful written instructions of Client, unless otherwise required to do so by the laws to which Processor is subject. If Brew Digital is required to Process the Personal Data for other reasons, Brew Digital shall inform Client in writing before carrying out the Processing, unless prohibited by relevant law.
- 8.5 To the extent the GDPR/UK GDPR applies, use commercially reasonable endeavours to assist the Controller in ensuring compliance with Controller's obligations pursuant to Articles 32 to 36 of GDPR/UK GDPR.
- 8.6 To the extent Brew Digital Processes any Client Personal Data for purposes and by means of Processing it determines at its sole discretion, it shall be considered a Controller in respect of such Processing. In that case, the

Parties agree that each of Client and Brew Digital each act as a separate Controller, and shall independently ensure that its Processing of the Personal Data is conducted in accordance with the full requirements of the Applicable Data Protection Legislation. For the avoidance of doubt, Personal Data that Brew Digital Processes in a Controller capacity includes minimal Personal Data necessary for order processing and ongoing contract performance purposes.

- 8.7 When the Processing of Personal Data under the Agreement involves the international transfer of Personal Data of a) EU residents outside the EU and to a country not deemed adequate by the European Commission or b) UK residents outside the UK and to a country not deemed adequate by the UK Government, the Parties will negotiate in good faith in order to put in place an adequate international data transfer mechanism (such as the EU Standard Contractual Clauses or the UK International Data Transfer Agreement, as applicable).

9 Audits

- 9.1 Client may, upon reasonable notice (to be no less than three weeks in advance) during the Term of the Agreement and for one (1) year thereafter, request for Brew Digital to provide a mutually agreed third party independent auditor with access to records applicable to the Agreement or an Order Form under it, to the limited extent necessary in order to validate Brew Digital's conformance with any security provisions or invoicing practices set forth herein. Client agrees that it shall not be entitled to take copies of Brew Digital's records, nor shall access be provided to any information that Brew Digital reasonably considers in its sole opinion to be commercially sensitive.

10 Payment for Services and Invoicing

- 10.1 Client must pay all invoices in accordance with the payment terms set out in the applicable Order Form, or in the absence of such payment terms, thirty (30) days from the date of issue of the invoice. Payment must be made in full without deduction, set-off or tax withholding in the same currency shown on the invoice.
- 10.2 Payments must be made by bank transfer to the relevant details set out on the invoice, unless specified in the applicable Order Form or otherwise in writing by Brew Digital.
- 10.3 Client must agree to pay Brew Digital the amount of any applicable taxes as specified on the Brew Digital invoice.
- 10.4 Notification of dispute: If Client disputes any invoice or other statement of monies due, then it will immediately notify Brew Digital in writing. Each Party will negotiate in good faith per the Clause "Disputes" to attempt to resolve the dispute promptly. Brew Digital will provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount will be paid on the due date in accordance with the Agreement.
- 10.5 Invoices issued to Client by Brew Digital under the Agreement shall be issued by the Affiliate of Brew Digital identified as the contracting entity in the applicable Order Form.
- 10.6 Client confirms that it shall not assess unforeseen costs against Brew Digital such as for the use of any online portals required by Client for invoice submission.
- 10.7 If Client does not pay in full in accordance with the terms set forth herein or as otherwise agreed in the applicable Order Form, the outstanding amount due will be subject to the Late Payments of Commercial Debts Regulations 2013. Client will pay the interest together with the overdue amount. In the event of late payment, Brew Digital shall notify Client in writing and Client agrees that ongoing performance of the Services may be impacted and/or suspended until the open and due invoices have been fully paid.

- 10.8 In conjunction with signing the Agreement, Client may submit purchase orders to Brew Digital in accordance with Client's internal administrative processes. Notwithstanding the foregoing, it is expressly agreed that the terms of the Agreement shall govern the purchase of Services. No terms included in any such purchase order or other ordering document shall apply to the Services ordered unless mutually agreed in writing by the Parties.

11 Intellectual Property Rights

Pre-Existing Rights/BIPR

- 11.1 Title and ownership of all BIPR will remain with and belong to the Party that owned such BIPR immediately prior to the Effective Date of the Agreement.

Intellectual Property Rights

- 11.2 Unless otherwise stated in the Order Form, all Intellectual Property Rights and all other rights in the Deliverables referred to in the Agreement will be owned by Client.
- 11.3 All resulting derivative works of Client BIPR (regardless of whether developed individually or jointly by Client and/or Brew Digital) shall be owned by Client.
- 11.4 All Intellectual Property Rights and all other rights in any (1) developments created for Brew Digital's use in performing the Services that do not incorporate Client BIPR or Client Confidential Information and (2) developments related to Brew Digital's commercial software sold (or to be sold) to the general public will be owned by Brew Digital.
- 11.5 Brew Digital grants to Client a limited license without warranties or support, free of charge and on a non-exclusive, worldwide basis only to such extent as is necessary to enable Client to make reasonable use of the Services for its internal purposes.
- 11.6 Client will have no right to: copy; translate; reproduce; reverse engineer; decompile; disassemble; create derivative works; sell; rent; lease; transfer; assign; sub-license; make any representations; warranties or guarantees in, about or with regard to the Intellectual Property Rights or BIPR in the Services in whole or part.

12 Confidentiality

- 12.1 The Agreement shall be considered Confidential Information of Brew Digital.
- 12.2 Confidential Information. Each Party agrees that it will protect and not disclose any confidential information disclosed to it (the "Receiving Party") by the other Party (the "Disclosing Party"), which includes information, in any form, concerning technical, sales, financial, product, marketing, or business information of the other Party or any of its Affiliates, business plans, strategies, processes and methodologies, product designs, requirements, pricing, security and compliance documentation, audit reports, software, technology, inventions, ideas, designs, trade secrets, concepts, or know-how, information marked as confidential, or information the Receiving Party should have reasonably known to be confidential due to its nature and the circumstances of its disclosure, all of which is known as "Confidential Information". Confidential Information is provided "AS IS" without any representations or warranties of any kind.
- 12.3 Confidential Information - Term and Survival.
- 12.3.1 "Agreement Confidentiality Period" means the period from the Effective Date of the Agreement to one (1) year after termination or expiration of the Agreement.

12.3.2 Receiving Party agrees it will protect any Confidential Information, as required herein, for the Agreement Confidentiality Period.

12.4 Permitted Disclosures. The Parties agree to disclose Confidential Information only to Staff and the applicable partners and/or suppliers who have a need to know it in order to carry out their obligations under the Agreement, provided these representatives are bound by confidentiality obligations no less protective of Disclosing Party than the Agreement and Receiving Party remains responsible for their compliance with the Agreement. Each Party may also disclose the terms of the Agreement, in confidence, to its current or prospective investors, lenders, acquirers, insurers, or representatives for routine business requirements.

12.4.1 Parties agree to (a) not copy, reproduce, distribute, or disclose any Confidential Information beyond reasonably necessary, (b) not disclose Confidential Information to unauthorised third parties without Disclosing Party's prior approval, except as otherwise provided herein, (c) protect Confidential Information using at least the same precautions Receiving Party uses for its own similar information and no less than a reasonable standard of care, and (d) not remove proprietary markings from Confidential Information or reverse engineer technology provided as Confidential Information. Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided (to the extent legally permitted) it provides Disclosing Party reasonable notice of the required disclosure and reasonably cooperates, at Disclosing Party's expense, with Disclosing Party's efforts to obtain confidential treatment for the Confidential Information.

12.5 Exceptions. Receiving Party's obligations in the Agreement do not apply to information that it can document: (a) is or becomes publicly available through no fault of Receiving Party, (b) it rightfully knew or possessed prior to receipt from Disclosing Party without confidentiality restrictions, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

12.6 Return or Destruction of Confidential Information. Upon Disclosing Party's request, Receiving Party will, subject to the terms of Clause "Confidential Information - Term and Survival": cease using Confidential Information and either (a) promptly destroy, to the extent technically and reasonably practicable, all Confidential Information in Receiving Party's possession or control or (b) return it to Disclosing Party.

12.6.1 As an exception to part (b), Receiving Party may retain Confidential Information for bona fide legal, compliance, regulatory, standard archiving procedure, or audit purposes or for the enforcement of such rights as the Agreement confers, but obligations of the Agreement will continue to apply to the retained Confidential Information.

12.7 Disclosing Party retains all its Intellectual Property Rights and any other rights in its Confidential Information and its disclosure to Receiving Party grants no license under such rights. Nothing in the Agreement prohibits Receiving Party from developing products, concepts, systems, or techniques that are similar to or compete with products, concepts, systems, or techniques described in Confidential Information, provided Receiving Party does not violate any of its obligations under the Agreement in connection with such development.

13 Term and Termination

13.1 The Agreement will commence on the Effective Date and will continue until the Expiration Date as set out in the Order Form (the "Term"). The Term may be extended upon mutual agreement in writing by both Parties.

13.2 Termination

13.2.1 Either Party may terminate the Agreement for convenience by providing thirty (30) days advanced written notice subject to the Notice Section of the Agreement. If specified, the proposed termination date cannot be earlier than the Earliest Termination Date; OR

13.2.2 Both Parties may agree to mutually terminate the Agreement in writing.

13.3 The Agreement may be terminated by a Party with immediate effect if:

13.3.1 There is a material breach of its terms by the other Party, details of the breach have been served in writing to the breaching Party, and such breach has not been remedied within thirty (30) days; OR

13.3.2 Either Party liquidates, ceases to do business, becomes, or admits to being, insolvent or unable to meet its debts, or makes a general assignment for the benefit of creditors; OR

13.3.3 Insolvency, receivership, reorganization, or bankruptcy proceedings are commenced by or against either Party and such proceeding remains in effect and unstayed for a period of sixty (60) days.

13.4 On termination for any reason or expiration of the Agreement:

13.4.1 the accrued rights, remedies, obligations, and liabilities of each Party upon termination of the Agreement will not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination;

13.4.2 clauses which expressly or by implication have effect after termination will continue in full force and effect;

13.4.3 each Party will promptly return to the other Party all equipment, materials, and property belonging to the other party that the other Party had supplied to it in connection with the provision of the Services under the Agreement; and

13.4.4 Subject to section "Notification of dispute", upon termination of the Agreement, all applicable payments will be invoiced and payable in accordance with the Agreement, or as otherwise agreed in an applicable Order Form.

13.4.5 Unless stated otherwise in the applicable Order Form, in the event of early termination of any Fixed Price Order Form:

13.4.5.1 Brew Digital will invoice in accordance with the payment schedule agreed in the Order Form for all completed Deliverables and invoice on a pro-rata basis for any partially completed Deliverables.

13.4.5.2 Client shall receive a prorated refund of prepaid fees for any Deliverables not completed.

13.4.6 Unless stated otherwise in the applicable Order Form, in the event of early termination of any Time and Materials Order Form: Brew Digital will invoice for all effort expended up until the date of termination in accordance with the payment terms agreed in the Order Form.

14 Indemnification

14.1 Subject to the limitation of liability contained in Clause 'Total Aggregate Liability', each Party shall indemnify and hold harmless the other Party against damage to third party tangible property and for bodily injury (including death) arising out of the performance of the Agreement, to the extent that such damage or injury is attributable to the negligence of the indemnifying Party.

15 Liability and Legal Responsibility

15.1 To the fullest extent permitted under the applicable law this clause sets out the entire financial liability of the

Parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of any breach of the Agreement; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2 Indirect or Consequential Damages: Neither Party will be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, goodwill, business, business opportunity, anticipated saving; loss or corruption of data or information; wasted expenditure; or special, indirect or consequential damage, suffered by the other Party that arises under or in connection with the Agreement.

15.3 Total Aggregate Liability: Without prejudice to Clause "Indirect or Consequential Damages" and only to the maximum extent permitted by law, each Party's total aggregate liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the total of the payments made by Client in relation to the applicable Order Form in the twelve (12) months immediately preceding the event which gave rise to such claim.

15.4 Notwithstanding any provisions to the contrary within this Clause "Liability and Legal Responsibility", neither Party seeks to limit or exclude its legal liability in the event of personal injury or death, gross negligence or wilful misconduct.

16 Governing Law

As specified in the Order Form which references or includes this Schedule.

17 Disputes

17.1 If any dispute arises in connection with the Agreement, either of the Parties shall, within five (5) working days of it becoming evident that the dispute cannot be resolved in the usual course of business, send a formal notice in writing to the other Party setting out a request for a meeting to discuss the dispute, the reason purported for the dispute, their position in respect of the dispute, and their reasoned opinion for their position and remedy sought. The Parties shall attend such meeting whether in person or virtually within ten (10) working days from the date of the other Party's receipt of the written request. The Parties will meet in a good faith effort to resolve the dispute. The Parties agree that no legal action shall take place prior to the parties attending such meeting.

18 Notice

18.1 Any notice given under the Agreement shall be in writing and shall be delivered by hand, via email, or sent by pre-paid first class post or recorded delivery post to the address of the Party set out at the start of the Agreement.

18.2 A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am (GMT) on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

18.3 Email notice to Brew Digital should be sent to contractuals@adaptavist.com.

19 General

Force Majeure

- 19.1 An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following: an act of God, change in legislation, fire, explosion, earthquake, flood, accident or other physical natural disaster, strike, lockout or other industrial dispute at a national level, war, terrorist act, riot, civil commotion, failure of public power supplies, inclement weather, congestion, pandemic or epidemic, an act or omission of government or other competent authority or other party for whom it is not responsible including the requisition or compulsory acquisition by any governmental or competent authority.
- 19.2 The circumstances above shall constitute a “Force Majeure Event” whereby each Party shall not be liable to the other Party for any breach of the Agreement arising from such circumstances.

Non-solicitation

- 19.3 Both Parties acknowledge and agree that they will not directly or indirectly solicit for hire or engage or employ an employee, contractor or affiliate of the other Party, or any person who was an employee, contractor or affiliate of the other Party within six (6) months prior to such solicitation or employment, for the term of the Agreement and a period of two (2) years after termination or expiration thereof. This provision shall not prohibit either Party from making solicitations aimed at the general public or hiring any employees of the other Party based on response to such solicitations.

Re-assignment of Rights

- 19.4 Neither Party may assign the Agreement without the prior approval of the other Party, which shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign the Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns. Brew Digital shall remain responsible for the delivery of Services in the event that any rights or responsibilities are assigned, transferred or subcontracted, unless otherwise specifically stated.

Severance

- 19.5 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall, if possible, be amended to the limited extent necessary that it is no longer enforceable. The partial or complete invalidity of any provision of the Agreement shall not affect the validity or continuing force and effect of any other provision.

The whole agreement

- 19.6 The Order Form and Schedules constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Order of Precedence

- 19.7 In the event of any conflict between the terms of any document that forms part of the Agreement (including any Schedules, attachments, or other documents), prioritisation will be given in the following order, starting with highest priority:
- 19.7.1 The Order Form;
 - 19.7.2 A schedule included or referenced in the Order Form;
 - 19.7.3 Other attachments or documents included or referenced in the Order Form;

Clever Consultants LTD

19.7.4 Customer purchase order, excluding pre-printed terms or terms other than those set out herein, which will not apply

Changes to the Agreement and Waiver

19.8 The Agreement may only be changed or amended if both Parties agree in writing, using a contract amendment document format agreed by both Parties.

19.9 The failure of either Party to enforce any of the provisions of the Agreement, or the waiver of any aspect thereof, will not be construed as a general waiver or relinquishment on its part of any other provision, which will nevertheless remain in full force and effect.

No Partnership

19.10 Nothing in the Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute a Party to the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Signatures

19.11 Each Party represents that it is authorised to enter into the Agreement on behalf of its company or organisation at the time of signing the Agreement.