

Terms and Conditions for the provision of Consultancy Services by eNovem Sp z o. o., with its registered seat at ul. Pachnača 81/38, 02-790 Warsaw, with a registration No KRS 0000878426, referred to as eNovem in further text of this document.

eNovem reserves the right to change these Terms and Conditions at any time without prior notice to you, so please check them regularly.

In the event of any conflict between these Terms (as displayed on our website) and those elsewhere, these Terms and Conditions (as displayed on our website) shall prevail.

1. Definitions

1.1 "Client" means the organisation contracting with eNovem for the provision of consultancy services as identified in the Letter of Engagement;

"Contract" means the contract formed by the acceptance and return by the Client of the Letter of Engagement, and such contract shall be governed by these eNovem Terms and the Letter of Engagement;

"Deliverables" means those items identified as such in the Letter of Engagement (if any) to be provided by eNovem to the Client in the course of delivering the Services;

"eNovem" means eNovem Sp z o. o.

"eNovem Terms" means these standard Terms and Conditions;

"Services" means the work to be undertaken by eNovem for the Client as described in the Letter of Engagement;

"Letter of Engagement" means the statement provided to the Client by eNovem, often in the form of Heads of Terms, incorporating these eNovem Terms, which outlines the nature of the Services, the deliverables to be provided, the fees payable and the timeframe for completion of the Services;

"Work" means any activity performed by eNovem in relation to the Services;

"Working Days" means Monday to Friday excluding bank or public holidays.

2. The Services

2.1 eNovem will provide the Services to the Client on, and subject to, the eNovem Terms and the Letter of Engagement. eNovem will not start providing the Services until eNovem has received written or email acceptance of the Letter of Engagement by an authorised representative of the Client. By accepting the Letter of Engagement, the Client also agrees to be bound by these eNovem Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document). The Letter of Engagement, once accepted by the Client, shall, together with these eNovem Terms, form the contract between eNovem and the Client.

2.2 In accepting the Letter of Engagement, the Client authorises eNovem to proceed with all relevant preparations for providing the Services, including but not limited to booking travel, venues or accommodation (if required).

2.3 eNovem shall provide the Services using reasonable skill and care.

2.4 In providing the Services, eNovem shall use its reasonable endeavours to give sound advice based on the information available, but the Client will remain wholly responsible for determining matters of policy or action related to that advice.

2.5 The Client acknowledges and agrees that, in order that its personnel derive benefits from the Services, such personnel will be required to make such time or other commitment as is appropriate to the Services being provided.

3. Letter of Engagement and fees

3.1 The Letter of Engagement or any written or verbal offer for services made by eNovem will, unless otherwise stated, remain capable of acceptance by the Client for a period of 10 days from the date of issue. The rates for fees and any materials are subject to review from time to time, but eNovem will give two months' notice of its intention to change the charging basis for current and continuing projects.

3.2 The fees set out in the Letter of Engagement are based on eNovem 's understanding of the Client's requirements as set out in the Letter of Engagement. eNovem reserves the right to make additional charges for:

3.2.1 staff time spent in excess of those estimated in the Letter of Engagement as a result of any delays caused in delivery of the Services due to any act or omission of the Client;

3.2.2 staff time spent travelling to the venue in excess of two hours in either direction;

3.2.3 staff time for planning or other meetings requested by the Client in addition to those allowed for in the Letter of Engagement;

3.2.4 any services or materials requested in writing by the Client that eNovem agrees in writing to provide and that are additional to those allowed for in the Letter of Engagement, which shall then become part of the Services.

3.3 eNovem may also charge the Client for reasonable expenses incurred by eNovem in the provision of the Services including, where necessary:

3.3.1 travel, accommodation and subsistence (where a consultant's car is used, mileage will be charged at the statutory rate per country);

3.3.2 all purchased goods, services and sub-contracted items referred to in the Letter of Engagement as being necessary and charged for separately from the fees quoted in the Letter of Engagement.

3.4 Value Added Tax, where applicable, will be payable by the Client on all fees and expenses at the rate in force at the date of invoicing. All prices are quoted exclusive of Value Added Tax.

3.5 eNovem will issue invoices in accordance with the terms stated in the Letter of Engagement. Depending on the nature of the work, eNovem may issue invoices at the end of each discrete piece of work or at the end of each month. If the Client delays planned progress on provision of the Services, eNovem reserves the right to submit interim invoices. eNovem will also submit invoices in respect of any additional work carried out as referred to in Clause 3.2.

3.6 Unless otherwise agreed, all invoices will be paid by the Client (payment is defined as the full invoice amount due being on eNovem 's bank account with any bank charges related to the transfer being fully paid by the client) within 14 days of date of invoice. eNovem

reserves the right to charge the Client interest and costs of debt recovery, where this is necessary.

3.7 Where a refund is due to a Client and such is caused at the fault of the Client, eNovem reserves the right to deduct any administrative bank/ credit card charges from such refund. Where the refund is necessitated at the fault of eNovem, no such deductions shall be made.

4. Cancellation and postponement

4.1 Unless otherwise specified in the Letter of Engagement, eNovem reserves the right to charge for events (including but not limited to consultations, field visits, courses, workshops, presentations or seminars) cancelled or postponed by the Client. Such charges will be in accordance with the following schedule (percentages refer to percent of fees relating to the expected or pre-agreed eNovem time or other cost of the relevant event) to be paid as a cancellation or postponement charge (as per the table, below):

Number of Working Days before the work commences	more than 10 working days	less than 10 working days	2 working days or less
% of fees	33%	66%	100%

4.2 In addition, the Client will bear the full cost of any fees or expenses incurred by eNovem for cancellation of venues and, for non-returnable goods and services bought or contracted for the event or events.

4.3 Where an event is postponed, the Client will be liable for the full fee and expenses for that event quoted in the Letter of Engagement when eventually held, in addition to the postponement charge set out in clause 4.1.

4.4 For the avoidance of doubt, the start date of the Work is not the start of the event but the start of when the Work commences and will be set out in the Letter of Engagement .

5. Copyright

5.1 Other than in respect of information that the Client has supplied to eNovem , eNovem shall, as between eNovem and the Client, own all copyright and any other intellectual property rights throughout the world subsisting in the contents of the Letter of Engagement and in all work produced by eNovem in the course of provision of the Services in whatever form or media (including, without limitation, the Deliverables) ("Work") unless otherwise indicated in the Letter of Engagement as "Client Materials".

5.2 If the Client requires eNovem to incorporate any material into the Work and supplies eNovem with such material, the Client warrants that:

5.2.1 the proposed use or incorporation of such material will not infringe any third party's intellectual property rights;

5.2.2 where the Client is not the owner of all copyright or other intellectual property rights in such material, the Client has received all necessary consents and licences for the proposed use by eNovem of such material; and the Client will indemnify and keep eNovem fully and

effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause.

5.3 Subject to Clause 5.4, the Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue eNovem 's copyright or other intellectual property rights.

5.4 The Client may, subject to the last sentence of this clause, make a reasonable amount of copies of the Work (or part of the Work) for distribution to its own personnel and strictly for internal business purposes only. The Client shall ensure that each such copy of the Work (or part thereof) shall bear a statement acknowledging its source. The Client shall have no right to make any copies of any Deliverables on which eNovem does not own the copyright.

6. Sub-contractors

6.1 eNovem shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.

6.2 If the Client nominates sub-contractors to work with eNovem in the provision of the Services, the Client shall be responsible for such nominated sub-contractors. eNovem reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents eNovem fulfilling its obligations under the Letter of Engagement and these eNovem Terms.

7. Client's obligations

7.1 The Client will ensure that its staff, contractors and other suppliers co-operate fully with eNovem and do not cause delay.

7.2 Whilst eNovem 's employees or sub-contractors are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify eNovem and keep eNovem indemnified against all losses, damages and expenses incurred or suffered by eNovem in connection with any and all claims made in respect of any injury, death or loss suffered by those employees or sub-contractors as a result of working at the Client's premises.

7.3 Clients will not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly, offer employment or assignments to any of eNovem 's employees or sub-contractors or solicit or procure their employment by any other company, organisation or individual with which the Client is connected.

7.4 All Clients shall be required, when using eNovem 's Services to verify any local requirements and/or restrictions on using psychometric, polygraph or other similar tests in general and the eNovem materials in particular, in that jurisdiction, whether imposed by law, regulation or by a local regulatory or governmental body. Where any local requirements and/or restrictions exist that alter the criteria for, or prevent, use of eNovem 's materials within a particular jurisdiction, it shall be the responsibility of the Client to ensure that it fully complies with any and all such local requirements and/or restrictions.

8. Confidentiality and data protection

8.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that is obtained in connection with the provision of the Services and that is clearly designated as 'confidential' or that is by its nature clearly

confidential. Neither party shall use such information except in connection with the Services nor divulge it to any third party without the prior written permission of the other party.

8.2 The provisions of this clause 8 shall not apply to any information disclosed by a party ("Disclosing Party") that:

8.2.1 is in, or comes into, the public domain (except as a result of a breach of these eNovem Terms);

8.2.2 was already in the possession of the Disclosing Party at the time of its receipt from the other party;

8.2.3 is received by the Disclosing Party from a third party who was not under a legal obligation of confidentiality with respect to it;

8.2.4 is required by law to be disclosed by the Disclosing Party.

8.3 The Client and eNovem shall observe the requirements of any applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data").

8.4 Where eNovem discloses to the Client any Personal Data (including but not limited to written reports, information derived from one-to-one review sessions, feedback or follow-up sessions, or personal development sessions), the Client acknowledges that, for the purposes of Personal Data Protection, it is the "Data Controller" in relation to those Personal Data and the Client will:

8.4.1 not keep such Personal Data longer than is necessary to fulfil the purpose for which it was collected;

8.4.2 take all reasonable steps to safeguard the security of such Personal Data;

8.4.3 exercise discretion over the access given to such Personal Data within the Client organisation;

8.4.4 take all reasonable steps to ensure that those given access to such Personal Data understand and respect the need for confidentiality regarding the Personal Data;

8.4.5 and the Client shall indemnify and keep eNovem fully indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of this clause 8.

8.5 The Letter of Engagement shall be treated as confidential information for the purposes of this clause 8.

8.6 The Client agrees that eNovem can use the Client's name and logo as well as general description (without any details, unless agreed otherwise with the Client) of the Works performed for the Client, in the eNovem website and eNovem company presentation used in promoting eNovem business.

9. Term and termination

9.1 The Contract will commence on the date that eNovem receives the signed Letter of Engagement from the Client and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to Clauses 9.2 and 9.3.

9.2 Either party may terminate provision of the Services immediately by notice in writing to the breaching party if the breaching party:

9.2.1 is in irremediable breach of its obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or

9.2.2 enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which in the opinion of eNovem means that the Client may not be able to pay its debts.

9.3 eNovem may terminate provision of the Services at any time if:

9.3.1 it has given the Client two months' notice in writing; or

9.3.2 the Client attempts substantially to alter the scope or definition of the Services without eNovem 's prior written agreement.

9.4 On termination, eNovem will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of the Services. In the case of termination by eNovem pursuant to Clause 9.2, the Client will be deemed to have cancelled the Services and will be liable to pay a cancellation charge as specified in Clause 4.1, if applicable.

9.5 On termination, each party shall immediately return to the other party all property of the other party in its custody, possession or control.

9.6 Clauses 1, 4, 5, 7.3, 8, 9, 10, and 14 shall survive expiry or termination of this Agreement howsoever caused and shall remain thereafter in full force and effect after termination.

10. Warranty and liability

10.1 Subject to Clauses 10.2, eNovem 's liability arising under or as a result of the provision of the Services whether in contract, tort, breach of statutory duty or otherwise is limited to the fees actually paid by the Client to eNovem for such Services.

10.2 eNovem will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Client.

10.3 Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.

11. Force majeure

eNovem has no liability to the Client if eNovem is unable to provide all or a part of the Services in accordance with the Letter of Engagement, Heads of Terms or otherwise as a result of circumstances beyond eNovem 's reasonable control, including without limitation, war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, disaster.

12. Waiver

No delay, neglect or forbearance by either party in enforcing any provision of the Letter of Engagement or these eNovem Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

13. Rights of third parties

Nothing in these eNovem Terms or the Letter of Engagement confers or purports to confer on any third party any right to enforce any of the Letter of Engagement or these eNovem Terms.

14. Governing law and jurisdiction

These Terms and the Letter of Engagement are governed by and construed in accordance with the laws of Poland, and are subject to the exclusive jurisdiction of the Polish courts.

15. Entire agreement

15.1 These eNovem Terms together with the Letter of Engagement constitute the entire agreement between eNovem and the Client in relation to the Services, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these eNovem Terms by the Client will be effective unless it is in writing, is dated and is signed by a duly authorised representative of eNovem and the Client.

15.2 If there is any conflict between these eNovem Terms and the Letter of Engagement, these eNovem Terms will prevail.

16. Notices

16.1 Any notice permitted or required under these eNovem Terms will be given in writing and shall be effectively served if delivered by hand or sent by registered first class or air mail post or courier to eNovem at its usual address and, in the case of the Client, to the last known or usual address. Any notice personally delivered shall be deemed to have been received at the time of delivery. Any notice sent by post shall be deemed to have been delivered five Business Days after posting.

16.2 In cases where the Letter of Engagement specify nominated representatives of the parties, all notices shall be addressed to such representatives.