

# PLANET MOJA

## Engagement Terms and Conditions (the “Terms”)

These Terms apply to the provision of any services (“Services”) provided by us to you under the provisions of an engagement letter and any addendum to it signed by you (“Engagement Letter”).

### 1 Definitions

In these Terms, the following words or phrases shall have the following meanings:

“Agreement” means our Engagement Letters and these Terms.

“Commencement Date” means the date on which Services shall commence, as set out in the relevant Engagement Letter.

“Data Protection Legislation” means all applicable laws and regulations regarding the processing of Personal Data and privacy in the UK, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including the General Data Protection Regulation 2016.

The following terms used in this document have the same meaning as used in Data Protection Legislation: “Data Controller”, “Data Processor”, “Data Protection Impact Assessment (DPIA)”, “Data Subject”, “Data Subject Access Request”, “Personal Data”, “Personal Data Breach”, “Process”, and “Processing”.

When ‘we’ ‘us’ and ‘our’ are used in these Terms they mean PLANET MOJA LIMITED, a company incorporated in England with company number 12640721 whose registered office address is at 78 Liddell Gardens, London, England, NW10 3QE.

‘You’ means the party that has signed an Engagement Letter for the provision of Services by us in accordance with these Terms.

### 2 Provision of the Services

2.1 We will carry out the Services with all reasonable skill and care.

2.2 The scope of our work, which you confirm is sufficient for your purposes, is set out in the Engagement Letter. We are not obliged or required to carry out any work for you which is not set out in the Engagement Letter. Any additions or changes to the scope of work must be agreed in writing and may be subject to additional fees. Our work will begin when we receive your signed Engagement Letter (or on the Commencement Date, if later, as set out in the Engagement Letter) and we do not assume any responsibility before that date.

2.3 You will be solely responsible for evaluating the results of the Services and any recommendations made to you as a result of the Services. You have sole responsibility for deciding what, if any, actions you may elect to carry out as a result of receiving the Services, and we accept no liability for your exercise of such management discretion. We do not guarantee or warrant that any Services provided by us will identify any or all risks existing within your organization. We give no guarantee or warranty in relation to the performance of your organization, whether in reliance upon the Services or otherwise. We do not guarantee or warrant that any Services provided by us will completely mitigate or remove any risks from your organization, or provide any specific level of success.

2.4 We accept no responsibility for the Services to any person other than you. Any third party (including any of your group companies) who chooses to rely upon our work shall do so entirely at their own risk.

2.5 You agree not to place any reliance on any work provided to you in draft.

2.6 We accept no liability for any aspect of the Services (or reliance placed upon them) which are incorrect as a result of any incorrect or out-of-date information provided to us by you (or by any third party). We will not be obliged to verify information supplied to or obtained by us from you or any other reasonable sources, or the reasonableness of any assumptions or forecasts reflected in it. Our work is not designed to detect fraud or dishonesty, and we make no guarantee that we are able to identify fraudulent or dishonest activity and accept no liability for such.

2.7 We conduct all our business in an ethical manner, and to comply with all applicable anti-corruption and anti-slavery legislation including the Bribery Act 2010.

2.8 Time shall not be of the essence in relation to the fulfilment of any of our obligations under this Agreement. Any timetable or deadline stated in any Engagement Letter shall be indicative only.

### **3 Fees**

3.1 You shall pay us such fees as may be set out in any Engagement Letter. Unless otherwise specified in an Engagement Letter, we will issue an invoice for the full amount of the agreed fees (plus VAT, if applicable) for the Services at the beginning of our engagement.

3.2 You shall pay each invoice submitted by us in full within 14 days of receipt. You must pay each invoice in full and shall not have any right of set-off for any amounts that you may claim to be owed to you by us.

3.3 You shall pay all amounts due to us without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any national authority. You shall gross up any payments to us in such circumstances to ensure that the net receipt of funds by us is the amount stated in the Engagement Letter. In the event that you are required to make such deduction and/or withholding, you shall notify us before any such deduction and/or withholding is made and paid to the authority concerned and further shall at our written request, do all things in your power which may be necessary to enable or assist us to claim exemption therefrom or the application of a preferential rate under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide us at the time of payment with such evidence as may be reasonably required by us as to the deduction and payment of the tax and/or of the sums withheld.

3.4 You shall reimburse us all reasonable travel and accommodation expenses properly and necessarily incurred in the course of providing the Services, provided that they have been agreed in advance by you, or as specified in an Engagement Letter.

### **4 Your obligations**

4.1 You shall provide us with complete, accurate and up-to-date information and access to such personnel, equipment, and facilities within your control as reasonably requested by us to enable us to provide the Services. You shall inform us of any additional information of which you become aware that may be relevant to the Services. You shall provide us with clear instructions and respond in a timely manner to any queries from us. You warrant that you have all necessary authorization

(including under Data Protection Legislation in regards to Personal Data) to supply such information to us and that its provision to us does not infringe the rights of any third party.

4.2 You agree that during any engagement and for a period of 24 months thereafter you will not solicit for employment or hire any of our staff or personnel engaged by us who have been involved in providing Services to you, without our express written consent.

4.3 You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this Agreement.

## **5 Sub-contractors and third party rights**

5.1 You acknowledge and agree that we may sub-contract some or all of the Services to third parties, including other group companies in the UK and elsewhere, in which case the terms of this Agreement shall apply for their benefit.

5.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this Agreement or any subsequent amendment to it unless expressly confirmed otherwise in writing.

## **6 Confidentiality and intellectual property**

6.1 You shall not disclose any reports, deliverables or results of the Services to any third party without our prior written consent, except as required by law, or any legal or regulatory authority.

6.2 All our staff and sub-contractors are subject to confidentiality obligations in respect of information relating to our clients. We shall keep all information created or received in connection with the Services and this Agreement confidential and shall not (without your consent) disclose it to any third party nor use it for purposes other than in connection with providing the Services and administration of our client relationships. This obligation shall not apply to information that is:

- (a) published or is in the public domain otherwise than due to a breach of this Agreement;
- (b) lawfully known to us before commencement of the Services;
- (c) lawfully obtained by us from a third party who is free to divulge that information;
- (d) required to be disclosed to our professional advisors, auditors or insurers, including in the event of any litigation or complaint; or
- (e) required to be disclosed by law, the courts or any legal or regulatory authority.

6.3 We may mention in appropriate circumstances that you are, or have been, a client of ours and the type of services provided. This will not involve disclosure of your confidential information.

6.4 Some of your information may be shared with our group companies and sub-contractors on a confidential basis subject to the same level of data protection obligations as apply between you and us. This may include our insurers, auditors or legal advisers (who assist us in ensuring legal compliance and/or maintaining quality and risk). Not all of these persons may be located within the European Economic Area (EEA). Therefore, information may be transferred outside the EEA. We will ensure appropriate safeguards, as required by Data Protection Legislation, are in place before any transfer.

6.5 All working papers, draft documents, file copies, internal memoranda and electronic files that we create and retain under this Agreement and in the course of providing the Services shall belong to us. All original documents provided by you shall be returned to you upon request.

6.6 Ownership of intellectual property rights in material that is pre-existing or that is not prepared by us exclusively for the purposes of the Services shall be retained by its original owner. All other intellectual property rights in any document we prepare while providing the Services shall belong to us. We hereby grant you a non-transferable licence to use the reports, deliverables and results of the Services for internal business purposes only. You shall not use our name or logo without our prior written consent.

6.7 We shall indemnify you from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by you as a result of any claim upheld by a court of competent jurisdiction that your receipt of the Services infringes the intellectual property rights of any third party. This indemnity is subject to you not making any admission of liability or agreeing any settlement or compromise of the claim without our prior written consent. This indemnity shall not apply in relation to any product of the Services modified or used by you other than in accordance with this Agreement or our instructions.

## **7 Termination and suspension**

7.1 A party may serve written notice to immediately terminate this Agreement (or any individual Engagement Letter) if:

(a) the other party (i) is in material breach of this Agreement, which, if capable of remedy, has remained unresolved after 30 days from discovery of the breach; (ii) repeatedly commits breaches of its obligations; or (iii) becomes insolvent or unable to pay its debts; or

(b) continuing the Services is likely to result in a breach of applicable law or regulation, our independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.

7.2 We may serve notice of immediate termination of this Agreement or suspension of the Services if you fail to pay any undisputed invoice in accordance with our payment terms or if we have reason to believe that you have provided us with misleading information. We may also terminate this Agreement by providing you with 90 days' notice in writing.

7.3 Following termination, you acknowledge that we shall be entitled to invoice you the remaining amounts stated in the applicable Engagement Letter which have not yet been invoiced or, if the engagement is for a recurring ongoing provision of Services, a reasonable amount for any work already undertaken by us at the point of notification which has not yet been invoiced to you. This is in addition to any termination fees specific in any Engagement Letter.

7.4 Following termination and during any period of suspension we shall owe no contractual or tortious duty to you for future actions that we would otherwise have been obliged to take under this Agreement. We shall remain entitled to recover payment of our reasonable fees and expenses incurred up to the date of termination or suspension together with interest in respect of any late payment.

7.5 No refunds of sums already paid to us shall be payable for any reason.

## **8 Limitation of liability**

8.1 Our total aggregate liability to you for all claims or losses or liabilities connected with this Agreement or the Services (including but not limited to negligence and breach of contract or other duty and under any indemnity) shall be limited to the fees which we have received from you under the terms of the relevant Engagement Letter, which the parties agree to be fair and reasonable in all the circumstances. Nothing in this Agreement limits or excludes any liability, loss, damage or cost arising from fraud or dishonesty or any liability which cannot lawfully be limited or excluded.

8.2 Under no circumstances will we be liable for loss of profit, loss of revenue or opportunity, corruption of data, anticipated savings, damage to goodwill, wasted management or staff time, or any punitive or exemplary damages, or any consequential or indirect losses, whether or not the likelihood of such could have been reasonably contemplated.

8.3 If we are liable for loss under this Agreement or in respect of the Services and you have contributed to the same loss, we shall only be liable for such proportion of the loss as may reasonably be attributed to us as a just and equitable amount taking into account the contribution to the loss for which the you are responsible.

8.4 Any action (including any proceeding in a court of law) in connection with this Agreement or the Services must be brought within 2 years from the earlier of the date on which you became aware, or ought to have become aware, of the facts giving rise to the action and, in any event, within 4 years of the date of the act or omission that is alleged to have given rise to the action.

## **9 Data Protection**

9.1 We will Process information provided to us by you for the purposes of providing the Services, the efficient administration of our client relationships, record keeping and to ensure that we comply with our legal and regulatory obligations. You acknowledge that any Processing by us of Personal Data in relation to the provision of the Services will be conducted by us as a Data Controller.

9.2 We shall implement appropriate technical and organisational measures to protect any Personal Data you provide to us and to comply with Data Protection Legislation. Even with such measures in place, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data cannot always be prevented. We will inform you of any Personal Data Breach concerning information you have provided to us, without undue delay, and will assist you with dealing with any Personal Data Breach that is our responsibility.

9.3 Upon request, we will provide you with reasonable assistance to help you respond to any Data Subject exercising their rights under Data Protection Legislation. This includes you responding to Data Subject Access Requests. If we receive any direct communication from a Data Subject seeking to exercise their rights we will inform you without undue delay.

9.4 We will provide all reasonable assistance (at your additional cost) if you undertake a DPIA and we will provide all evidence reasonably necessary to demonstrate our compliance with Data Protection Legislation.

## **10 Complaints**

10.1 If at any time you would like to discuss how our service could be improved, or if you are dissatisfied with the Services, please contact the director who is responsible for the Services. We will look into any complaint carefully and promptly.

## **11 Disputes**

11.1 Should a dispute arise relating to this Agreement or the Services provided under it, the parties shall attempt to resolve it by discussion between their duly authorized senior management, negotiation and mediation before legal proceedings are brought.

11.2 Should we be requested or required, in any dispute to which we are not a party, to provide witness evidence, documents, information or other materials relating to the Services, you agree to be responsible for any reasonable costs that we may incur in doing so.

11.3 This Agreement shall be governed by English law. This Agreement and any dispute arising from it or the Services shall be subject to the exclusive jurisdiction of the English courts.

## **12 General provisions**

12.1 We may use email to communicate with you and others in connection with the Services. To the fullest extent permitted by law, we accept no liability, howsoever arising, for non-delivery, inadvertent misdirection or deletion, unauthorised access to or the corruption of such emails. We cannot guarantee that all communications will be secure or free from infection.

12.2 You agree to provide us with such access to office and other facilities as may be reasonably necessary for the Services.

12.3 Any document to be served under this Agreement may be delivered by hand or sent by pre-paid first-class post, email or fax and shall be deemed to be delivered at the time of delivery by hand, two days after posting or at the date and time of transmission or sending if sent by email or fax.

12.4 We may charge interest at the rate prescribed from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any successor legislation, on any invoices which remain unpaid after 30 days.

12.5 You agree that nothing in this Agreement shall prevent us from acting for any other clients, including your group members or your competitors, subject to our professional obligations.

12.6 No party to this Agreement shall be held responsible for any failure to fulfil its obligations if such failure has been caused by circumstances beyond its control. This includes an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under this Agreement but excluding your inability to pay or circumstances resulting in your inability to pay any fees due.

12.7 You shall not assign any rights, obligations or claims relating to this Agreement.

12.8 This Agreement constitutes the entire agreement between the parties relating to the Services and all matters to which it refers. It replaces and supersedes any implied terms, previous drafts, agreements or other communication, whether made orally or in writing. In the event of conflict, the terms of the Engagement Letter shall prevail over these Terms.

12.9 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

12.10 This Agreement and the Services provided by us shall be governed by English law and the parties agree to submit any dispute arising from them to the exclusive jurisdiction of the English courts.