

Standard Terms and Conditions for Consultancy Services

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Company: Nakatomi Consulting Limited

Registered in England and Wales. Company No. 15996610

1. Definitions

These Terms are intended only for Clients entering into an Agreement wholly or mainly for the purposes of their trade, business, craft or profession. They are not intended for consumer engagements.

"Company" means Nakatomi Consulting Limited.

"Client" means the business recipient of the Services supplied by the Company.

"Party" means either the Company or the Client, and "Parties" means both of them.

"Services" means consultancy, project delivery, systems support, cloud and infrastructure services, cybersecurity review, technical design, migration, endpoint management, automation, and related professional services supplied by the Company.

"Standard Contract" means the Company's Standard Contract for Consultancy and Technology Services where one has been entered into between the Parties.

"Engagement" means a particular engagement for Services established by an accepted Statement of Work, Service Agreement or other written engagement terms.

"Engagement Document" means a Statement of Work, Service Agreement, Change Agreement, Scoping Document, fee schedule, Annex or other written document that establishes, defines, supplements or materially varies an Engagement.

"Affected Engagement" means the Engagement from which a claim principally arises. If a claim materially and inseparably arises from more than one Engagement, those Engagements will be treated together for the purpose of clause 8.

"Agreement" means, where a Standard Contract applies, the Contract Documents forming the relevant Engagement under that Standard Contract. Where no Standard Contract applies, "Agreement" means these Terms together with the written engagement terms accepted between the Parties.

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"Deliverables" means documents, scripts, configurations, designs, reports, migration plans or other work product produced by the Company as part of the Services.

"Client Materials" means information, data, software, configurations, credentials, branding, documentation and other materials supplied or made available by or on behalf of the Client.

"Business Day" means a day other than Saturday, Sunday or a bank or public holiday in England and Wales.

"Confidential Information" means information disclosed by or on behalf of a Party that is confidential by nature, marked or described as confidential, or that a reasonable business person would understand to be confidential in the circumstances. It does not include information that the receiving Party can show was lawfully public without breach, already lawfully known to it without restriction, lawfully received from a third party without confidentiality obligation, or independently developed without use of the disclosing Party's Confidential Information.

"Representatives" means a Party's employees, officers, professional advisers, insurers, contractors and subcontractors who reasonably need access to Confidential Information for the Agreement.

Where these Terms are incorporated into a Standard Contract, any defined term in that Standard Contract prevails if there is an inconsistency.

2. Scope of Services and Standard of Performance

Services will normally be described in an applicable Engagement Document before work starts. A material change to scope must be agreed in writing in accordance with clause 12.

Services may include, where applicable, infrastructure planning, cloud architecture, migrations, networking, endpoint management, Intune configuration, Microsoft 365 administration, Azure administration, backup and disaster recovery review, monitoring, procurement support, vendor liaison and operational documentation.

The Company will perform the Services with reasonable care and skill. Unless expressly agreed otherwise, this obligation concerns the manner in which the Services are performed and does not amount to a guarantee that any particular technical or commercial outcome will be achieved.

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The Company may refuse to perform any task that it reasonably believes would breach law, regulation, licensing terms, accepted professional standards or good security practice. Where a requested action carries material risk, the Company may require written confirmation of instructions before proceeding.

Where Services involve investigation, remediation, incident response, fault resolution or stabilisation of existing systems, the Company does not warrant that the work will permanently resolve underlying design, configuration, environmental or third-party issues unless a defined outcome is expressly included in an Engagement Document.

A cybersecurity review does not by itself include penetration testing, vulnerability exploitation, credential attacks, password bypass, security-control circumvention or other intrusive security testing. Such activity requires express written authorisation and an appropriately defined scope.

3. Engagement and Fees

Where a Standard Contract is in force, new Engagements and material contractual variations are formed only in accordance with that Standard Contract. Performance or operational conduct alone does not amend the Standard Contract or these Terms.

Where no Standard Contract applies and these Terms have been provided or clearly linked to the Client before Services commence, the Client's written instruction to commence Services, or knowing acceptance of Services after receipt of these Terms, constitutes acceptance of these Terms.

The scope of the Services, charging basis, rates and fees will be stated or otherwise identified in the applicable Engagement Document or other written engagement terms.

Services may be charged on an hourly, daily, fixed-price, retainer, phased project, managed service or other agreed basis.

Unless stated otherwise, all fees and charges are exclusive of VAT, which will be added where applicable.

Any standard working hours, minimum charging periods, out-of-hours rates, emergency rates, travel charges, expenses or other engagement-specific charging arrangements will be set out in the applicable Engagement Document, Rate Card or Annex.

Where no specific rate or charging basis has been agreed or communicated for chargeable Services, the Company is entitled to a reasonable charge having regard to

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the nature, complexity, seniority, urgency, duration and circumstances of the work undertaken.

An engagement-specific provision prevails over these Terms only to the extent permitted by the Standard Contract or, where no Standard Contract applies, where the written engagement terms clearly identify the matter being varied.

A Client purchase order may be used for administration, reference and invoicing. The Company's acknowledgement, processing or performance of a purchase order does not constitute acceptance of any Client standard terms stated in or linked from that purchase order, procurement portal or supplier onboarding process unless the Company expressly agrees to them in writing.

4. Invoicing and Payment Terms

Unless otherwise stated in the applicable Engagement Document, invoices are payable within 14 days of the invoice date.

Email, messaging platforms, calls, tickets and similar communications may be used to instruct, direct, approve or evidence routine work within existing scope and authority. They do not amend material legal or commercial terms unless the person giving the approval is authorised to do so and the applicable variation requirements are satisfied.

The Company may issue invoices for work already completed where that work can be evidenced and was requested, authorised, accepted, relied upon or allowed to proceed by the Client.

The Client should notify the Company in writing of any invoice dispute within 14 days of receipt, identifying the specific items disputed and the reasons. Failure to notify within that period does not extinguish a genuine legal claim, but does not entitle the Client to withhold payment of amounts that are not genuinely disputed.

Amounts not genuinely disputed remain payable on time.

Late payment may incur statutory interest, compensation and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Client Responsibilities and Dependencies

The Client will provide timely access to systems, accounts, information, licences, documentation, personnel, approvals and decision-makers reasonably required for delivery.

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The Client is responsible for the accuracy and completeness of information it supplies and for having all rights, permissions, licences, lawful bases and authority reasonably necessary for the Company to use, access or process Client Materials and data as required for the Services.

The Client will designate an authorised contact for approvals and operational decisions where practical.

The Client is responsible for user acceptance and business validation of migrated data, mailbox moves, file moves, permissions and line-of-business functionality unless expressly agreed otherwise.

The Client must not access, alter or interfere with Company-owned systems, scripts, tooling or accounts without permission.

The Client is responsible for maintaining appropriate administrative access, credentials and recovery mechanisms for systems within scope unless responsibility is expressly delegated to the Company.

Where delivery is delayed, additional work is required, or performance is prevented by Client availability, access, decision-making, inaccurate information, missing dependencies or third parties under the Client's control, the Company is entitled to a reasonable extension of affected dates and, where applicable, payment for reasonable additional time, reserved time or remobilisation costs. The Company will take reasonable steps to notify the Client of material dependency problems when identified.

The Company is not responsible for delay or failure to the extent caused by a Client dependency, instruction or restriction.

6. Confidentiality

Where an incorporated Non-Disclosure Agreement governs confidentiality, disclosure or permitted use of Confidential Information, that agreement prevails within its scope. This clause provides the fallback confidentiality regime where no such agreement applies, or for matters outside its scope that are not inconsistent with it.

Each Party will use the other Party's Confidential Information only for the purposes of the Agreement and will protect it using at least reasonable care.

A Party may disclose Confidential Information to its Representatives who reasonably need it for the Agreement, provided those Representatives are subject to confidentiality

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obligations appropriate to the information. The receiving Party remains responsible for its Representatives' compliance with those obligations to the extent permitted by law.

A Party may disclose Confidential Information where required by law, regulation, court order or competent authority. Where legally permitted and reasonably practicable, it will notify the other Party before disclosure and disclose only what is required.

Each Party will notify the other without undue delay after becoming aware of a material unauthorised disclosure, loss or compromise of the other Party's Confidential Information and will take reasonable steps to limit further disclosure or harm.

On reasonable written request or termination of the relevant Engagement, a receiving Party will return or securely destroy Confidential Information that it no longer needs, except to the extent retention is required by law, regulation, insurance, professional record-keeping obligations or routine backup systems that cannot reasonably be selectively altered. Retained information remains subject to this clause.

These confidentiality obligations continue for five years after the relevant Engagement ends. Trade secrets, credentials, cryptographic material and security-sensitive information remain protected for so long as they remain confidential and commercially or operationally sensitive.

7. Intellectual Property and Licence to Use Deliverables

Each Party retains ownership of intellectual property it owned or developed independently of the relevant Engagement.

The Client retains ownership of Client Materials. The Client grants the Company a non-exclusive licence to use, copy, modify and otherwise process Client Materials only to the extent reasonably necessary to provide the Services.

"Company Background IP" means the Company's pre-existing or independently developed tools, scripts, libraries, templates, methodologies, processes, know-how, reusable components and other intellectual property. Company Background IP remains the property of the Company.

Unless an Engagement Document expressly states otherwise, intellectual property created by the Company specifically in producing Deliverables for an Engagement remains vested in the Company. Third-party software, open-source components, vendor materials and other third-party intellectual property remain subject to their applicable licence terms.

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Subject to payment of all amounts properly due for the relevant Deliverables, the Client receives a perpetual, non-exclusive, worldwide, royalty-free licence to use, copy, maintain and adapt the Deliverables for its own internal business purposes and to permit its employees, group companies and service providers acting on its behalf to do the same.

The Client may transfer that licence with a sale or transfer of the whole or relevant part of its business to which the Deliverables relate, provided the successor assumes the same restrictions. The Client may not resell, relicense as a standalone product, publish for third-party commercial use, or commercially exploit the Deliverables for third parties without the Company's written consent.

Where a Deliverable incorporates Company Background IP, the licence above includes the rights reasonably necessary to use that Deliverable, but ownership of the Company Background IP does not transfer.

The Company may continue to use general skills, experience, concepts, methods and know-how developed or applied during the Services, provided it does not disclose Client Confidential Information or Client Materials.

Any assignment of copyright or other intellectual property to the Client must be expressly stated in a written Engagement Document signed by or on behalf of the Company and will take effect only to the extent stated there and, unless otherwise agreed, after payment of the amounts properly due for the relevant work.

Unless explicitly agreed, the Services do not include formal training beyond reasonable handover and agreed-scope documentation.

8. Limitation of Liability

Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

Subject to the paragraph above, the Company is not liable for indirect or consequential loss, or for loss of profit, revenue, anticipated savings, business opportunity, goodwill or reputation, whether direct or indirect.

The Company is not liable for loss, corruption or unavailability of data to the extent caused by the Client's failure to maintain agreed or reasonable backup, recovery or

resilience arrangements. Reasonable direct restoration costs caused by the Company's breach may be recoverable subject to the liability cap in this clause.

The Company's aggregate liability arising out of or in connection with an Affected Engagement, including claims in contract, tort (including negligence), misrepresentation, restitution or otherwise, is limited to the total fees paid or payable under that Affected Engagement during the applicable 12-month reference period.

If the event giving rise to the claim occurs during the first 12 months of the Affected Engagement, the reference period is the first 12 months of that Engagement, including committed fees contractually due within that period. If the event occurs later, the reference period is the 12 months immediately preceding that event.

Where an Affected Engagement is a fixed-price or otherwise finite project expected to complete within 12 months, the cap will therefore normally be the total fees paid or payable under that Engagement.

Unless an Engagement Document expressly states a different or higher cap, claims concerning confidentiality, data protection, information-security obligations or intellectual property are subject to the same aggregate cap in this clause.

The exclusions and cap in this clause apply to all claims arising from the same or related event in aggregate and are not separate limits for each cause of action.

The Company is not responsible for pre-existing defects, unsupported systems, hidden data-quality issues, undocumented third-party dependencies, or failures caused by inaccurate information or instructions supplied by the Client or third parties, except to the extent the relevant loss was caused or materially contributed to by the Company's own breach of the Agreement or failure to exercise reasonable care and skill.

9. Data Protection

Each Party will comply with applicable UK data protection law in connection with the Services.

The Parties' respective controller and processor roles are determined by the nature of the relevant processing activity, not merely by the labels used in the Contract Documents.

The Company acts as an independent controller for personal data it processes for its own business administration, legal, accounting, security and relationship-management purposes.

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Where the Company processes personal data solely on the Client's documented instructions as a processor, the Parties will ensure that the contractual provisions required by applicable data protection law are in place through an appropriate Data Processing Agreement or Annex.

Any Data Processing Agreement or Annex identified as a Contract Document governs the relevant processor activity within its scope.

10. Insurance

The Company will maintain insurance of the types and at the levels it considers appropriate having regard to the Services and its business activities, including professional indemnity and such other cover as applicable.

Any specific minimum insurance type or limit required for an Engagement must be stated in the applicable Engagement Document.

Evidence of current cover is available on reasonable request. Insurance does not expand the Company's contractual liability beyond the liability expressly assumed under the Agreement.

11. Termination and Suspension

Where a Standard Contract applies, its framework termination provisions govern termination of the Standard Contract itself. This clause governs individual Engagements unless an applicable Engagement Document states otherwise.

Unless otherwise agreed, an ongoing, retained, time-based or managed-service Engagement may be terminated by either Party on 30 days' written notice.

A fixed-price or fixed-scope Statement of Work continues until completion and acceptance and is not terminable for convenience unless the Statement of Work expressly provides otherwise or the Parties agree in writing.

Either Party may terminate an Engagement by written notice if the other Party commits a material breach that is incapable of remedy, or fails to remedy a remediable material breach within 14 days after receiving written notice requiring it to do so.

Either Party may terminate an Engagement immediately by written notice if the other Party enters liquidation, administration or a substantially equivalent insolvency process, ceases trading, or is unable to pay its debts as they fall due, except for a solvent restructuring.

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The Company may suspend affected Services after giving written notice where an undisputed amount remains unpaid for more than 14 days after its due date. The Company may suspend immediately where continued performance would create a material legal, security, safety or professional risk, or would require the Company to act outside the authority granted by the Client.

On termination, the Client will pay all amounts properly due for work completed, work in progress reasonably performed, committed or non-cancellable third-party costs, and reasonable demobilisation costs where applicable. Fixed-price work in progress may be valued by reference to the proportion of the agreed work reasonably completed unless the Engagement Document provides another method.

Termination of one Engagement does not automatically terminate another Engagement. Termination does not affect accrued rights or obligations, including payment obligations and provisions intended by their nature to survive.

12. Change Control

A material change to scope, Deliverables, assumptions, dependencies, technical approach, timescale, service level, acceptance arrangements, requested outcome or price does not take effect unless recorded in a written Change Agreement, revised Statement of Work or other Engagement Document accepted by representatives authorised for that purpose.

The Company may pause affected work while a material change is being assessed or agreed and is not obliged to absorb additional work into an existing fixed price, retainer or service allocation.

Urgent out-of-scope work may be undertaken following written authorisation by a Client contact authorised for that purpose. Unless otherwise agreed, that work will be charged at the applicable rates and the Parties will record the change in writing as soon as reasonably practicable.

Urgent requests, out-of-hours work, cutover support, extensive remediation of undocumented environments and additional migration waves may constitute scope changes where they fall outside the agreed Engagement.

13. Backups, Business Continuity and Disaster Recovery

The Client remains responsible for deciding the level of backup, retention, disaster recovery and business continuity it requires for its operations unless the Company has expressly agreed to own a specified responsibility in writing.

The Company may recommend backup, restore testing, disaster recovery, archiving or resilience measures, but the Client remains responsible for approving and funding the chosen level of protection unless otherwise agreed.

No backup, migration, failover or disaster recovery solution should be treated as proven unless it has been tested in a manner appropriate to the Client's operational needs.

14. Third-Party Software, Platforms and Licensing

The Client remains responsible for obtaining and maintaining valid licences, subscriptions, tenant rights and support arrangements for third-party software and services unless otherwise agreed in writing.

The Company may recommend, configure or support third-party products, but does not warrant their ongoing pricing, commercial model, feature set, performance, availability or roadmap.

The Company is not liable for outage, withdrawal of features, pricing increases, licensing changes or service deterioration caused by third-party vendors or upstream providers, except to the extent that the relevant loss was caused or materially contributed to by the Company's own breach of the Agreement, negligence or failure to exercise reasonable care and skill.

15. Data Migration and Validation

Where the Services include migration of files, mailboxes, identities, devices, applications or infrastructure, estimates are based on information reasonably available at the time and may change if data volume, source quality, permissions complexity or undocumented dependencies differ materially from what was expected.

Unless the applicable Engagement Document states another period, the Client will have 5 Business Days after the Company notifies it that the relevant migration stage is ready for validation to review the output and notify the Company of any material issue that could reasonably be identified through that validation.

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Failure to identify a reasonably discoverable issue within the applicable validation window may be treated as acceptance of that migration stage. This does not prevent a genuine claim concerning a latent defect that could not reasonably have been discovered during the validation exercise.

Unless expressly agreed otherwise, the Company is not responsible for cleansing redundant, obsolete, trivial, duplicate, corrupted or historically mis-permissioned data before migration.

16. Working Hours, Travel and Location

Standard working hours are Monday to Friday, 10:00 to 17:30 London time, excluding bank and public holidays in England and Wales, unless otherwise agreed.

Unless otherwise agreed in the applicable Engagement Document or Rate Card, travel time in excess of the first 30 minutes of each journey for onsite work may be charged at the applicable standard hourly rate.

Reasonable travel, accommodation and subsistence costs incurred in support of the Client may be invoiced where agreed in advance or reasonably necessary in the circumstances.

Any required onsite or hybrid working location should be identified in the applicable Engagement Document.

17. No Third-Party Reliance and Third-Party Rights

The Services and Deliverables are provided solely for the benefit of the Client. No third party may rely on them without the Company's prior written consent.

Except as expressly stated otherwise, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

18. Non-Solicitation

During an Engagement and for 12 months after it ends, the Client will not knowingly solicit for employment or engagement any employee or individual contractor of the Company who was materially involved in providing Services to the Client and with whom the Client had material dealings during the preceding 12 months, without the Company's written consent.

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This restriction does not prohibit recruitment resulting from a general advertisement or recruitment campaign not specifically targeted at that person, or an unsolicited approach initiated independently by that person.

19. Force Majeure

Neither Party is liable for delay or failure to perform an obligation, other than an obligation to pay an amount already due, to the extent caused by an event beyond that Party's reasonable control and not materially caused by its failure to take agreed or reasonable precautions.

Such events may include serious power or telecommunications failure, natural disaster, war, civil disturbance, government action, industrial action, cyber attack or critical supplier failure where the requirements above are satisfied.

The affected Party will notify the other Party as soon as reasonably practicable, take reasonable steps to mitigate the effect, and resume performance as soon as reasonably practicable.

If a force majeure event materially prevents an affected Engagement from continuing for more than 30 consecutive days, either Party may terminate that affected Engagement on written notice. Accrued payment obligations remain payable.

20. Subcontracting

The Company may use suitably qualified employees, contractors and subcontractors to perform all or part of the Services and remains responsible for their performance to the extent provided by the Agreement.

Where a subcontractor will process personal data as a subprocessor, the applicable Data Processing Agreement or Annex governs appointment, authorisation and related data-protection obligations.

The Company will ensure that it has the rights reasonably necessary to grant any intellectual-property licence or transfer expressly promised to the Client in relation to work produced by its subcontractors.

21. Relationship and Assignment

Nothing in the Agreement creates a partnership, joint venture, fiduciary relationship or employment relationship between the Parties. Neither Party has authority to bind the other except where expressly authorised in writing.

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Neither Party may assign or transfer the Agreement or an Engagement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, except that the Company may assign the Agreement to an affiliate or to a successor acquiring all or substantially all of the relevant business, provided the assignee assumes the Company's obligations.

22. Notices

A contractual notice under the Agreement must be in writing and sent to the postal or email address designated for notices in the Standard Contract or applicable Engagement Document. If none is designated, it may be sent to the recipient's registered office or principal business address and to an email address that the recipient has expressly designated in writing for contractual notices.

An email notice is treated as received when it reaches the recipient's information system without a delivery failure message, provided that an email sent after 17:00 London time or on a non-Business Day is treated as received on the next Business Day.

This clause does not apply to service of court proceedings, claim forms or other documents where mandatory procedural rules or an express agreement concerning service apply.

23. Waiver and Severability

A delay or failure by a Party to exercise a right or remedy does not waive that right or remedy. A waiver is effective only to the extent expressly given in writing.

If any provision of the Agreement is held invalid, unlawful or unenforceable, it will be treated as modified to the minimum extent necessary to make it valid and enforceable where possible. If that is not possible, it will be severed and the remaining provisions will continue in force.

24. Dispute Resolution and Governing Law

The Parties will first attempt in good faith to resolve a dispute through the operational and management escalation routes applicable to the Engagement. If that does not resolve the dispute, the Parties may agree to mediation before formal proceedings.

Nothing in this clause prevents either Party from seeking urgent interim or injunctive relief where reasonably required.

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The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with the Agreement, including any non-contractual dispute or claim.

25. Acceptance, Entire Agreement, Versioning and Survival

Where a Standard Contract applies, formation of new Engagements, contractual variations, entire agreement and non-reliance are governed by that Standard Contract. Operational conduct may evidence performance or chargeable work within existing scope, but does not by itself vary the Standard Contract or these Terms.

Where no Standard Contract applies, and these Terms were provided or clearly linked before Services commenced, the Client's instruction to commence Services or knowing acceptance of Services constitutes acceptance of these Terms together with the written engagement terms agreed between the Parties.

Where no Standard Contract applies, these Terms and the accepted written engagement terms constitute the agreement between the Parties concerning the relevant Services and supersede prior discussions and representations concerning the same subject matter. Each Party acknowledges that it has not relied on a representation not expressly set out in those documents. Nothing in this paragraph excludes or restricts liability for fraud, fraudulent misrepresentation or any liability that cannot lawfully be excluded or restricted.

The version of these Terms provided, linked or identified at the commencement of the relevant Engagement applies to that Engagement. A later published version does not automatically replace an earlier incorporated version unless the Parties expressly agree otherwise in writing.

Termination or expiry does not affect accrued rights, liabilities or payment obligations. Clauses concerning confidentiality, intellectual property, liability, data protection, third-party reliance, non-solicitation, notices, dispute resolution and any other provision intended by its nature to continue will survive to the extent necessary to give them effect.

Signed: Robert Cockerill, Director
Nakatomi Consulting Limited

Date: 6 September 2026