

STANDARD TERMS AND CONDITIONS

1. Interpretation

In these Conditions:

Client means the person named as the client in the Purchase Order whose order is accepted in writing by Data Pad.

Conditions means these terms and conditions, as varied in accordance with these terms and conditions.

Contract means any contract between the Client and Data Pad for the performance of the Services.

Data Pad means Data Pad Limited, a private limited company incorporated in the British Virgin Islands with registration number 1961530, whose registered office is Mandar House, 3rd Floor P.O. Box 2196 Johnson's Ghut Tortola VG1110 British Virgin Islands, and whose UK office is at 2nd floor, 33 Alfred Place, London WC1E 7DP, registered as a foreign company in England with registration number FC034853.

Data Protection Legislation means the Data Protection Act 2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

Deliverables means any documents or other materials, and any data or other information provided by Data Pad relating to the Services.

Input Material means any documents or other materials, and any data or other information provided by the Client relating to the Services.

Services means the web-based online surveys to be conducted by Data Pad for the Client, as set out in the Purchase Order.

2. Basis of Contract

2.1 A Contract is made when Data Pad accepts an order from the Client.

2.2 All Contracts are made subject to the Conditions.

2.3 No terms or conditions contained in any form of acceptance by the Client by Data Pad shall apply to any Contract.

2.4 No addition to or variation of the Conditions shall be binding unless agreed in writing between an authorised representative of the Client and a Director of Data Pad.

2.5 Data Pad's employees and agents are not authorised to make any representations concerning the Services, unless confirmed in writing by a Director of Data Pad. In entering into any Contract with Data Pad, the Client acknowledges that it does not rely on, and waives any claim for, breach of any such representations which are not so confirmed.

3. Orders

3.1 Orders shall be made on the Company's standard Purchase Order.

3.2 Data Pad reserves the right to carry out checks on the Client and to deny the set up for contract in individual cases.

3.2 No order shall be deemed to be accepted by Data Pad unless and until countersigned by a Director of Data Pad.

4. Services

4.1 The Services shall be provided by Data Pad to the Client in accordance with description of Services set out in the Purchase Order, using Data Pad's on-line survey platform and its available operations from time to time, and the scripts agreed with the Client.

4.2 Data Pad reserves the right to make any changes in the specification of the Services

which are required to conform with any applicable law.

4.3 Data Pad has the right to cease to provide the Services and/or cease to provide the Deliverables if in Data Pad's reasonable opinion, there is or is likely to be a breach of clause 7.

5. Payment

5.1 The Client shall pay Data Pad the fees for the Services, in the amount and on the credit terms (if any), as set out in the Purchase Order, without set off or other deduction.

5.2 Failure to pay in accordance with the given terms shall result in immediate removal of any credit facilities and may result in cancellation of the Contract and/or legal action being pursued with interest being charged (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, until payment in full is made, together with all costs of recovery.

5.3 The fee is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to Data Pad.

6. Data Pad's Obligations

6.1 Data Pad shall at all times comply with applicable law in relation to the Contract and the Services, and in particular, but without limitation, the Data Protection Legislation.

7. Client's Obligations

7.1 All information the Client provides to Data Pad in relation to itself, its business, the Contract, the Services and the use of Deliverables, shall be accurate and truthful.

7.2 The Client shall at all times comply with applicable law in relation to the Contract, the Services and the use of the Deliverables, and in particular but without limitation: (a) comply fully with the Data Protection Legislation; and (b) shall not use them (directly or indirectly): (i) in relation to any illegal matter or conduct;

(ii) to misrepresent facts or slander any person or entity; (iii) without the consent of the person, to breach that person's intellectual property rights; and/or (iv) to spread viruses, malicious, hacking, data scraping, mining or similar software.

7.3 If the Client, whether directly or indirectly via its employees, agents or affiliates, makes the Deliverables available to such persons, then it shall ensure that such use will comply with the Client's obligations in these Conditions.

8. Rights in Input Material and Deliverables

8.1 The title to and any copyright or other intellectual property rights in: (a) any Input Material shall belong to the Client; and (b) in any Deliverable shall, unless otherwise agreed in the Purchase Order, belong to Data Pad, subject only to the Client's right to use the Deliverables which right shall automatically terminate if the Client fails to pay the fees in accordance with clause 5.

8.2 Any Input Material or other information provided by the Client, which is so designated by the Client, and any Deliverable shall be kept confidential by Data Pad, and all Deliverables or other information provided by Data Pad shall be kept confidential by the Client; but this shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

8.3 The Client warrants that any Input Material and its use by Data Pad for the purpose of providing the Services will not infringe the intellectual property rights or other rights of any third party, and the Client shall indemnify Data Pad against any loss, damages, costs, expenses or other claims arising from any such infringement.

8.4 Subject to the Client complying with clause 8.3, Data Pad warrants that the Deliverables and its use by the Client for the purposes of using the Services will not infringe the intellectual property rights or other rights of any third party, and Data Pad shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

9. Warranties and Liability

9.1 Each party warrants to the other that: (a) it has the full power and authority to enter into and to perform its obligations under this Agreement which constitutes its valid and binding obligations in accordance with its terms; (b) it has, and shall maintain throughout the term of this Agreement, all necessary legal and regulatory licenses and authorities in respect of its obligations under this Agreement; and (c) the entry and delivery of, and the performance by it of this Agreement will not result in any claim by a third party against it or the other party.

9.2 Data Pad warrants that the Services will be provided using reasonable care and skill.

9.3 Data Pad shall: (a) be under no liability in respect of any defect in the quality of the Services arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival; and (b) be under no liability under the above warranty (or any other warranty or condition) if the total Fee has not been paid by the due date for payment.

9.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law, are excluded to the fullest extent permitted by law.

9.5 Any claim by the Client which is based on any defect in the quality of the Services shall be notified to Data Pad within 7 days from the

date of delivery of the Deliverables. If the Client does not notify Data Pad accordingly of the defect in the quality of the Services, the Seller shall have no liability for such defect in the Services, and it shall be deemed that the Services have been provided and delivered in accordance with the Contract.

9.6 Except in respect of death or personal injury caused by Data Pad's negligence or fraudulent misrepresentation:

(a) Data Pad shall not be liable to the Client for any loss of profit or any indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arises out of or in connection with the supply of the Services or use of the Deliverables by the Client, except as expressly provided in these Conditions.

(b) Data Pad's entire liability to the Client arising under or in connection with these Conditions whether for negligence, breach of contract, or otherwise shall be the Fees for the Services.

9.7 Data Pad shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Data Pad's obligations in relation to the Services, if the delay or failure was due to any cause beyond Data Pad's control. Without limitation, the following shall be regarded as causes beyond Data Pad's control:

(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

(c) terrorist attack, civil war, civil commotion or riots;

- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (f) fire, explosion or accidental damage;
- (g) adverse weather conditions;
- (h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (i) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- (j) non-performance by suppliers or subcontractors; and/or
- (k) interruption or failure of utility service, including but not limited to electric power, gas or water.

9.8 In the event of that Data Pad is prevented from carrying out its obligations under the Contract, in accordance with clause 9.7, Data Pad shall give notice of suspension as soon as is reasonably possible to the Client stating the date and the extent of the suspension and its cause. Data Pad shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause and shall so notify the Client. In the event that the cause continues for more than one month either party may terminate this Contract by giving the other party 30 days' written notice.

10. Termination

10.1 Either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of the Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written or verbal instruction to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary agreement with

his or its creditors or has a receiver or administrator appointed.

11. Confidentiality

11.1 In addition to clause 8, each party agrees and undertakes to the other that it shall not disclose or use any confidential information relating to the Contract, the Input Material, the Deliverables, the other party, it's or their businesses and/or assets. This clause 11 shall not prohibit disclosure of such confidential information pursuant to a legal obligation involuntarily incurred, or if required by applicable law of any relevant jurisdiction or by any competent regulatory or governmental body or securities exchange in any relevant jurisdiction. This clause shall not apply to any such confidential information which is in or becomes part of the public domain without breach of this clause.

11.2 Unless required by applicable law, and as far as practicable, any Confidential Information disclosed pursuant to clause 11.1 shall be disclosed only after the disclosing party has: (a) given, where practicable, at least 3 days written notice to the non-disclosing party of such proposed disclosure; (b) consulted with the non-disclosing party; and (c) agreed with the non-disclosing party the content of the disclosure.

12. Severability

12.1 If part or provision of the Contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute a lawful and enforceable provision, which so far as possible results in the same economic effects.

13. Entire Agreement

13.1 The Conditions together with the terms, if any, set out in the Purchase Order

constitute the entire agreement between the parties, supersede any previous agreement or understanding any may not be varied except in written agreement between the two parties. All other terms and conditions, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.

14. Assignment

14.1 No party shall be entitled to assign or otherwise transfer the benefit or burden of the Contract to any other person without the prior written consent of the other party.

15. Notice

15.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be relevant having been notified pursuant to this provision to the party giving the notice and may be delivered personally or by facsimile or email transmission or first-class post. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first-class post) 48 hours after posting or at the time of transmission if sent by facsimile or email transmission.

16. Third party rights

16.1 A person who is not a party to the Contract shall not have any rights to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists, or is available.

17. Announcements

17.1 No announcement of any kind shall be made in respect of the subject matter of this Contract.

18. Waiver

18.1 No failure or delay by either party in exercising its rights under the Contract shall

be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. Headings

19.1 Headings shall not affect the meaning or interpretation of the Contract.

20. Governing Law and Jurisdiction

20.1 The Contract shall be governed by and construed in accordance with the laws of England and all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the Courts of England.