GENERAL TERMS AND CONDITIONS (applicable to all Services in scope):

1. Confidentiality:

1.1. Each Party ("**Receiving Party**") shall hold in confidence all information of whatever nature, which has been or may be obtained from the other Party ("**Disclosing Party**"), including but not limited to business data, financial data, technical and operational data, know-how, formulae, processes, customer lists, price lists, findings, computer software (including code), the terms of this Agreement, inventions, ideas and any other non-public information in any form ("**Confidential Information**").

1.2. The Receiving Party shall not disclose the Disclosing Party's Confidential Information other than to the Receiving Party's directors, officers, employees, agents, advisors, representatives or affiliates ("**Representatives**") who have a need to know such Confidential Information for purposes of performing its obligations as set out in this Agreement.

1.3. Upon the Disclosing Party's written request, the Receiving Party shall return the Confidential Information, or at the Disclosing Party's discretion, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof, other than for legal, audit and/or archival purposes. Any Confidential Information retained in accordance with the aforesaid will remain subject to the terms of this clause 1.

1.4. The following information will not be considered Confidential Information: (i) information publicly available and/or previously known to the Receiving Party prior to the date that it was received from the Disclosing Party; (ii) information that becomes known to the public and/or becomes publicly available subsequent to the date that it was disclosed by the Disclosing Party to the Receiving Party, through no act or failure to act on the part of the Receiving Party; (iii) information independently developed by either Party; (iv) information which the Receiving Party has obtained written authorisation to disclose from the Disclosing Party; or (v) information that is required to be disclosed by law or governmental order, decree, regulation or rule, provided that, if legally permissible, the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other appropriate relief, and provided further that in any case, the Receiving Party shall furnish only that portion of the Confidential Information that it is legally required to disclose.

2. Invoicing and Payment:

2.1. The following payment terms apply to all Services:

2.1.1. All fees are exclusive of taxes. The Company shall pay all applicable taxes (excluding income taxes) in addition to the fees agreed to between the Parties.

2.1.2. Invoices are payable in accordance with the payment terms set out in the relevant Service specific Terms and Conditions. Late payment attracts interest at 5% (five percent) per annum above the Bank of England base rate, accruing daily from the due date until payment is received in cleared funds.

2.1.3. All invoices must be paid in cleared funds in full into VAT IT's nominated bank account.

2.1.4. Concerns regarding invoiced amounts, Refund/s and/or Claim Schedule/s (if applicable) must be raised within 14 (fourteen) days of receipt thereof. Failure to raise concerns shall be deemed acceptance of the invoiced amount, Refund/s and/or Claim Schedule/s in question.

2.1.5. VAT IT reserves the right to review the fees on an annual basis, upon written notice to the Company.

2.1.6. VAT IT may set off, across all in-scope Services, any amounts payable by VAT IT to the Company against amounts owed by the Company to VAT IT.

3. Term and Termination:

3.1. **Term:**

3.1.1. This Agreement commences on the Effective Date and remains in force for the Initial Period as specified in Schedule A, automatically renewing for successive Renewal Periods, as specified in Schedule A, until terminated in accordance with this clause 3.

3.2. **Termination for Convenience:**

3.2.1. The Company may not terminate this Agreement during the Initial Period, except by mutual written agreement between the Parties.

3.2.2. During any Renewal Period, either Party may terminate this Agreement by giving the other Party at least 90 (ninety) days' written notice prior to the end of such Renewal Period.

3.3. **Termination for Cause:**

3.3.1. Either Party may terminate this Agreement with immediate effect if:

3.3.1.1. The other Party commits a material breach of this Agreement, which is irremediable, or which is remediable but is not remedied within 14 (fourteen) Business Days following receipt of a written request to do so (where "**Business Days**" shall mean any day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the United Kingdom); or

3.3.1.2. The other Party becomes insolvent, enters administration, receivership or liquidation (other than for the purposes of solvent amalgamation or reconstruction), or takes any analogous action in any jurisdiction.

3.4. **Effect of Termination or expiration:**

3.4.1. VAT IT remains entitled to its fees for all work commenced, returns or claims submitted, Refunds received and/or Claim Schedules prepared, as applicable, prior to the date of termination or expiration of this Agreement.

3.4.2. All fees accrued as at the termination or expiration date of this Agreement are due within 14 (fourteen) days of the invoice date.

3.5. **Survival:**

3.5.1. The provisions of this Agreement that are intended by their nature to survive expiration or termination hereof, including but not limited to Confidentiality, Intellectual Property, Indemnity and Limitation of Liability,

Governing Law and Jurisdiction as well and any accrued payment obligations, shall remain in full force and effect, only insofar as is necessary to effectuate such provisions.

4. Indemnity and Limitation of Liability:

4.1. VAT IT shall indemnify and hold harmless the Company against any claims, liabilities, losses, costs, proceedings, direct damages or expenses proven to have arisen out of or in connection with any breach by VAT IT of any of the provisions of this Agreement ("**Damages**"). Notwithstanding anything to the contrary contained in this Agreement, the quantum of Damages suffered by the Company in any 12 (twelve) month period will be limited to the lesser of: (i) the value of VAT IT's fee/s charged within 12 (twelve) months prior to the incident giving rise to the Damages; and (ii) £10,000 (ten thousand pounds).

4.2. Notwithstanding the aforementioned limitation of liability, neither Party shall be liable to the other Party for any indirect, consequential, incidental, special, punitive or exemplary damages, including loss of revenue, goodwill or business interruption, whether foreseeable or not.

4.3. The Company shall indemnify and hold VAT IT and its affiliates harmless against all claims, liabilities, losses, costs, proceedings, damages, penalties, fines and/or expenses arising from:

4.3.1. Inaccurate, untrue, incomplete, modified, out-of-date or incorrect information or documentation provided by the Company;

4.3.2. Failure to timeously provide information and/or documentation to VAT IT and any deadlines missed as a result;

4.3.3. The Company's misuse of the ABACUS Platform and/or eezi Platform;

4.3.4. VAT and/or tax erroneously declared or underpaid by the Company;

4.3.5. Negligent, misleading, fraudulent or dishonest acts or omissions by the Company;

4.3.6. VAT and/or tax avoidance or evasion by the Company;

4.3.7. Breach of this Agreement by the Company; and/or

4.3.8. The Company's incorrect application of applicable VAT and/or tax rules or legislation.

4.4. By entering into this Agreement, the Company confirms that it has not been involved in, and will not participate in, any acts that would amount to VAT and/or tax avoidance or VAT and/or tax evasion. The Company remains responsible at all times for all its VAT and/or tax affairs and VAT IT shall not be held liable for the Company's failure to ensure its own compliance with applicable VAT and/or tax laws.

5. Company Obligations:

5.1. All documentation and/or information provided to VAT IT, including that relating to historic submission data, where applicable, and any current or potential litigation involving the Company (which may affect VAT IT's provision of the Services), must, to the best of the Company's knowledge, be complete, unedited,

true and correct. The Company shall not withhold documentation and/or information necessary for VAT IT to perform the Services.

5.2. The Company acknowledges that VAT IT's ability to provide the Services is dependent upon the accuracy and timely provision of all required information, documentation and assistance to VAT IT, and therefore undertakes to provide same promptly upon request from VAT IT and/or in accordance with any deadlines imposed by relevant VAT and/or tax authorities, to enable VAT IT to deliver the Services.

5.3. The Company must immediately notify VAT IT of any registration, intent to register, deregistration or intent to deregister in any jurisdiction. Failure to notify VAT IT of the foregoing will result in VAT IT charging its full fee/s and/or charges for any commenced but uncompleted Services in that jurisdiction.

5.4. The Company shall not reverse engineer, sub-licence or transfer access to VAT IT's proprietary platforms or systems to any person not authorised to receive such access.

5.5. At VAT IT's request, the Company shall provide a written reference letter detailing its experience with the Services, and agrees to participate in a reference call with prospective VAT IT clients, provided such calls do not unreasonably interfere with the Company's ordinary business operations.

5.6. The provision of Services by VAT IT is conditional upon the Company's continued compliance with its obligations set out in this Agreement, including but not limited to its information and payment obligations.

6. Due Diligence:

6.1. VAT IT may perform sanction, KYC, due diligence and/or compliance checks on the Company and/or its affiliates at its sole expense, as and when it deems fit ("**Checks**"). In the event that the Company does not successfully pass any Checks, VAT IT may terminate this Agreement immediately on written notice to the Company, may withdraw any pending claims and/or suspend any Services. VAT IT shall not be liable to the Company for any damages suffered by the Company as a result thereof.

7. Intellectual Property:

7.1. Each Party shall retain the Intellectual Property Rights owned by them and nothing in this Agreement shall grant either Party any Intellectual Property Rights owned by the other Party. "**Intellectual Property Rights**" shall mean all present and future rights of any kind whatsoever and however embodied which may subsist or be capable of protection wherever in the world, including without limitation patents, trademarks, present and future rights of copyright in and to inventions, topography rights, rights in and to trade secrets, rights in and to trade names, business names, domain names and logos, rights in and to know-how, rights in and to databases (including rights of extraction), rights in and to software platforms, underlying technology, algorithms and methodologies and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Effective Date or thereafter wheresoever in the world, whether or not any of these are registered, and including applications for any such rights or registration thereof and any goodwill related to or arising from such rights.

7.2. For the avoidance of doubt, the Services do not constitute "works made for hire" and nothing in this Agreement shall be construed as granting, creating or transferring any Intellectual Property Rights in respect of the Services or any deliverables, to or for the benefit of the Company.

7.3. “VAT IT”, “ABACUS”, “vatit.com”, “eezi”, “eezi.io” and any VAT IT and/or eezi graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of VAT IT and may not be used in connection with any product or service without the prior written consent of VAT IT.

8. Warranties:

8.1. VAT IT warrants that the Services shall be performed in a professional and workmanlike manner, and that it will adhere, as far as reasonably practicable, to all deadline requirements imposed by the relevant VAT and/or tax authorities.

8.2. VAT IT, in the provision of the Services, shall rely solely upon the accuracy of written statements and information provided to it by the Company, together with the applicable prevailing legislation at the time of providing the Services.

8.3. These warranties do not apply where a breach results from a Force Majeure Event (defined below), or from inaccurate, out-of-date or incorrectly amended data provided by the Company.

9. Modern Slavery, Human Trafficking, Anti-Bribery, Anti-Corruption, Anti-Money Laundering, Counter-Terrorist Financing, Fraud and Anti-Facilitation of Tax Evasion:

9.1. Each Party (inclusive of its officers, directors, employees, representatives, agents and sub-contractors for the purposes of this clause 9) undertakes to: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, anti-money laundering, counter-terrorist financing, fraud, anti-facilitation of tax evasion, human trafficking and modern slavery, including but not limited to the UK Bribery Act 2010, US Foreign Corrupt Practices Act 1977, UK Criminal Finances Act 2017 and UK Modern Slavery Act 2015 (collectively “**Relevant Requirements**”); (ii) have in place and enforce throughout the term of this Agreement policies and procedures to ensure compliance with the Relevant Requirements (“**Relevant Policies**”); and (iii) not engage in any activity, practice or conduct that would cause either Party to breach the Relevant Requirements or the Relevant Policies.

9.2. Each Party warrants that: (i) it has not been convicted of any offence under the Relevant Requirements; (ii) it is not a government official, nor owned or controlled by any government or government official; and (iii) no government or government official has any direct or indirect interest in any payments made under this Agreement. Each Party shall notify the other Party immediately if any of these warranties cease to be true and correct.

9.3. A breach of this clause shall be deemed a material breach of this Agreement, entitling the non-breaching Party to terminate this Agreement immediately upon written notice to the breaching Party. In the event of a breach by the Company, VAT IT may withdraw and refrain from submitting any pending claims on the Company’s behalf and/or suspend and/or terminate any and all Services, and shall not be liable for any damages suffered by the Company as a result thereof.

10. Force Majeure:

10.1. Neither Party shall be liable for failure to perform its obligations under this agreement (excluding payment obligations) due to any event beyond a Party’s reasonable control including, without limitation, acts of God, natural disasters, pandemics, epidemics, war (whether declared or not), terrorism, acts of sabotage, boycotts, strikes, lockouts, system or computer failure, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems,

government restrictions, labour disputes, cyberattacks or denial-of-service attacks (except where caused by the affected Party's gross negligence or failure to follow industry-standard security practices), or third-party infrastructure failures ("**Force Majeure Event**"). The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable. If the Force Majeure Event continues in excess of 60 (sixty) days from its commencement date, either Party may terminate this Agreement upon 14 (fourteen) days' prior written notice to the other Party.

11. Governing Law and Jurisdiction:

11.1. This Agreement and any disputes between the Parties shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the courts of London, England.

12. General Provisions:

12.1. Construction: Neither Party shall be deemed the drafter of this Agreement, and it shall not be strictly construed against either Party on such basis.

12.2. Severability: If any provision of this Agreement is found to be illegal, invalid or unenforceable in terms of any court order, legislation or other rule of law, such provision shall be modified or deleted, but only to the extent necessary to make it valid, legal and enforceable. The remainder of this Agreement will remain in full force and effect.

12.3. Waiver: A waiver by either Party of any rights or obligations hereunder or of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other rights or obligations or of any other breaches of such provision or any other provision of this Agreement. Failure by either Party to insist on strict adherence to any term of this Agreement on one or more occasion shall not constitute a waiver or deprive such Party of the right thereafter to insist on strict adherence to that term or any other term of this Agreement or to enforce any right hereunder. Any waiver must be in writing.

12.4. Assignment: The Company may not assign this Agreement without VAT IT's prior written consent, which shall not be unreasonably withheld. VAT IT may assign this Agreement to, and this Agreement shall bind and inure to the benefit of, any affiliates, parent entities, subsidiaries, successors or assigns.

12.5. Notices: All formal notices required in terms of this Agreement must be in writing and sent to the receiving Party's address and/or email specified above. Notices delivered by hand are deemed received on the date of delivery; notices sent by registered post or courier are deemed received on the tenth day after posting/sending; notices sent via email are deemed received on the date of transmission or on the next Business Day if sent after 16h00.

12.6. Headings: Clause headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.7. Independent Contractors: The Parties have the status of independent contractors, and nothing contained in this Agreement, nor the conduct of the Parties, will be deemed to place the Parties in any relationship other than that of independent contractors.

12.8. Language: In the event that this Agreement is executed in English and any other language, the English version will prevail.

12.9. Marketing: VAT IT shall have the right to use and display the Company's logo and trade name on its website and/or for marketing and/or promotional purposes.

12.10. Subcontractors: VAT IT may use subcontractors, agents and/or its affiliates to perform its obligations under this Agreement, provided that such use does not release VAT IT from any liability or duty to fulfil its obligations under this Agreement. VAT IT remains responsible to the Company for all work performed by subcontractors, agents and/or affiliates.