

CRM Simplification Contract

Exeros and MyDigipal

A. Overview

This contract establishes the collaboration between MyDigipal, a digital marketing agency, and Exeros Technologies, for a specific CRM simplification project. The goal is to audit, simplify, and optimise Exeros' use of Salesforce and Pardot, ensuring streamlined data structure, automation, and lead-to-opportunity processes. This engagement will focus on implementing core improvements, while also opening the door for potential marketing support in future phases.

All billable hours will be tracked transparently and quoted upfront where possible. In case any area of the project requires additional time beyond the scope originally defined, this will be communicated and agreed on with the client prior to execution.

B. Description of Services

1. Account Planning Structure

- In-depth review of existing process and account hierarchy
- Proposal for account creation/validation/duplication logic
- SFDC solution design and implementation
- Cleansing of existing (with internal team support if needed)

2. Lead & Opportunity Pages & Stages

- Review of current layout
- Proposal for streamlining fields and stages
- Record type automation (default to End User/Channel Partner)
- Transition from custom to standard fields (where possible)

3. Automatic Data Sync + Permissions

- Audit of lead > opp data flow
- Proposal for field mapping, automation, and field restrictions

4. Task Management Automation

- Review of current workflows and expectations from sales team
 - Proposal for automation and templates (task reminders, assignments, etc.)
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C.Pricing

Task	Actions	Estimated Cost
Account Planning Structure – TOP Priority	<ul style="list-style-type: none"> • In-depth process review • Proposal for new account creation/validation/duplication logic • Solution design & implementation in SFDC • Cleansing of existing accounts (may require internal support) 	£3,780
Simplify Lead & Opportunity Pages & Stages	<ul style="list-style-type: none"> • Detailed review of current lead/opportunity layouts • Streamlined proposal • Build & deployment 	£1,530
Automatic Data Sync + Permission Controls	<ul style="list-style-type: none"> • Audit of data flow between leads & opps • Proposal for auto-population & permission restrictions • Build & deployment 	£720
Task Management	<ul style="list-style-type: none"> • Review of current follow-up/process automation • Proposal for task templates or flows • Build & deployment 	£900
Total		£6,930

Subtotal (Excl. VAT): £6,930 GBP

VAT (20%): £1,386 GBP

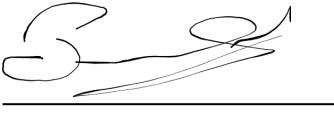
Total Budget (Incl. VAT): £8,316 GBP

This may be subject to revision based on additional inputs (e.g. updated Excel sheet from client). Any changes to this will be shared and validated prior to proceeding.

D.Notes

- **Timeline:** Expected project duration: 6 weeks, depending on the client's responsiveness and scheduling availability for feedback/validation cycles. Work will begin as soon as this contract is signed and the greenlight is confirmed internally by the client.
- **Client Responsiveness:** Exeros agrees to provide timely responses and validation throughout the duration of the project. Delays in communication or feedback may affect the overall delivery timeline.
- **Payment Schedule:**
 - 50% of the total amount is due upon signature of this agreement.
 - The remaining 50% will be invoiced upon completion of the scope of work.
- **Scope Flexibility & Additional Work:**
 - The current quote is based on the information available and may evolve during project execution.
 - CRM projects often reveal hidden complexities once we begin implementation. Any additional tasks identified will be flagged for discussion.
 - A simple confirmation by email will be sufficient to authorise additional work. These hours will be added to the final invoice.
 - The hourly rate for any additional work is **£90/hour**.
- **Scope Amendments:** If updates to the scope are requested by Exeros mid-project (e.g., field-level changes, new automations, or logic alterations), MyDigipal will review feasibility and cost before proceeding.

E. Signature

Exeros Technologies Date: <u>Jun 12 2025</u> Name: <u>Ruth Busuttil</u> Title: <u>Head of Marketing</u> Signature: <u>Ruth Busuttil</u>	MyDigipal Date: <u>Jun 12 2025</u> Name: <u>Paul Andre</u> Title: <u>CEO & Founder</u> Signature: 
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F. Terms & Condition (“Agreement”)

Parties

- (1) [Exeros Technologies] located at [Unit 12 I/o Centre, Seymour Street, Royal Arsenal, London, SE18 6SX, UK] (**Client**); And
- (2) MYDIGIPAL LTD incorporated and registered in England and Wales with Supplier Number: 13520068 whose registered office is: 26 Hightrees House Nightingale Lane, London, United Kingdom, SW12 8AQ (**Supplier**), each being a “**Party**” and together the “**Parties**”.

Background

- (A) The Supplier is in the business of providing digital marketing agency services and has considerable skill, knowledge and experience in this area.
- (B) Customer wishes to engage Supplier to provide CRM advisory and implementation services as outlined in the present one-off Statement of Work. This does not include any ongoing marketing support unless agreed via a separate quote
- (C) Customer may purchase additional services and deliverables from time to time by entering into a statement of work with Supplier.

Agreed conditions

1. **Interpretation:** The definitions and rules of interpretation in this clause apply in this Agreement and in any other agreement between the parties.
 - 1.1 **Business day:** a day other than a Saturday, Sunday or public holiday in England.
 - 1.2 **Opening hours:** The period from 9:00 a.m. to 5:00 p.m. UK time on any business day.
 - 1.3 **Management fees:** (or “Management Fees”) correspond to the fees relating to the Services presented in a SOW.
 - 1.4 **Media Budget:** means the budget allocated to paid media channels such as LinkedIn Ads, Google Ads, for conducting campaigns. These costs are paid by the Client.
 - 1.5 **Confidential information:** all confidential information (however recorded or maintained) disclosed by a party or its employees, officers, representatives, advisors or subcontractors involved in the provision or receipt of the Services (together its **Representatives:**) to the other party and that party's representatives in connection with this Agreement or any statement of work which is either labeled as such or which should reasonably be considered confidential because of its nature and manner of disclosure.
 - 1.6 **Deliverables:**, reports, analyses, statistics, content and other documents to be delivered by the supplier in accordance with this agreement and a SOW.
 - 1.7 **Description of services:** the description of the Services as defined in the relevant SOW.
 - 1.8 **Effective date:** the date of this agreement.
 - 1.9 **Initial duration:** the period specified in each SOW, subject to earlier termination in accordance with this Agreement.
2. **Intellectual property rights:** All intellectual property, including but not limited to website assets, SEO reports, marketing templates, advertising creatives and automation workflows developed under this agreement, shall be the sole property of Client upon full payment of fees. MyDigipal retains no right to reuse, repurpose or distribute any materials created under this agreement without the express written consent of Customer. This includes all confidential information, trade secrets, patents, copyrights, trademarks, service marks, trade names, domain names, database rights and any other intellectual property rights, whether registered or unregistered, including requests for renewal or extension of such rights. Client will have full ownership and control of all deliverables produced under this Agreement, ensuring their exclusive use in any capacity deemed necessary by the Company.
- 3 **Losses:** all actual losses, damages, costs and expenses (including reasonable fees and disbursements of professional advisors, reasonable legal fees and

disbursements) incurred by the relevant party. The term Loss will have a corresponding meaning.

- 4 **Materials:** the content provided to the Supplier by the Client from time to time so that the Supplier can generate the Deliverables and otherwise perform the Services.
- 5 **Pre-existing work :** works, concepts, items and materials developed or purchased or developed for internal purposes of the Provider, or for other clients by the Supplier or its personnel at any time for use in connection with the activities of the Supplier or any or all of the Supplier's Customers generally and not specifically for the provision of the Services or Deliverables to the Customer.
- 6 **Preferential rate:** a reduced rate of costs may apply to certain services, subject to prior written acceptance by the Supplier.
- 7 **Services :** the services to be provided by Supplier in accordance with a SOW, together with any other services reasonably necessary to be performed by Supplier in order to fulfill its obligations under this Agreement and any applicable SOW.
- 8 **SOW:** (or Schedule): means a table outlining the specific Services and Deliverables agreed upon by the Parties.
- 9 **Term:** the Initial Term and any subsequent Subsequent Term.
- 10 **Virus:** any code or device (including any software, code, file or program) the purpose or possible function of which is to deliberately disable a computer or network or to impair or adversely affect its performance or to prevent or interfere with access to any program or data or to impair the operation of any program or the reliability of any data, including a computer virus, Trojan horse, worm, logic bomb, back door or similar item.
- 11 **Websites:** the website(s) used for digital services to be provided.
- 12 **Remarks :**
 - (a) The headings of clauses, SOW and paragraphs shall not affect the interpretation of this Agreement or any SOW.
 - (b) A **person** includes a natural person, a legal entity or a body corporate (whether or not it has a separate legal personality).
 - (c) A reference to a **Supplier** means MyDigipal LTD, including any authorized subcontractors or affiliates engaged by MyDigipal LTD..
 - (d) Unless the context otherwise requires, singular words include the plural and plural words include the singular.
 - (e) Unless the context otherwise requires, a reference to one gender must include a reference to other genders.
 - (f) A reference to any law or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- (g) All words following terms **including**, **include**, **especially** or any similar expression must be interpreted for illustrative purposes and does not limit the meaning of the words preceding these terms
- (h) Except as expressly provided in this Agreement, the rights and remedies provided in this Agreement are in addition to, and are not exclusive of, any rights or remedies provided by law.
- (i) In the event of any inconsistency between this Agreement and any SOW, the terms of the SOW shall take precedence to the extent of the conflict.
- (j) This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- (k) A reference to **while writing** or **writing** excludes fax but includes email.

14. Agreement structure

- 14.1 This Agreement is structured so that individual statements of work are entered into by the parties and such statements of work are governed by and subject to this Agreement. In the event of any inconsistency or conflict between this Agreement and any SOW, the terms of the SOW shall take precedence to the extent of the conflict or inconsistency.
- 14.2 This agreement does not obligate Customer to purchase any Services or Deliverables and, likewise, does not obligate Supplier to provide any Services or deliver any Deliverables. The Customer only undertakes to purchase and the Supplier undertakes to provide Services or deliver Deliverables after both parties have signed a SOW concerning these Services and Deliverables.
- 14.3 Each SOW shall specify (where applicable) the scope and SOWs of the services and deliverables, any obligations of each party additional to those set forth in this Agreement and the relevant fees for each SOW.
- 14.4 The effective date of this agreement is the start date indicated in the signature section. Both parties recognize that the period begins from this date. To avoid any misalignment, both parties will ensure that the contract is correctly dated at the time of signing.

15. Services

- 15.1 The supplier must:
 - (a) assist in the preparation of any SOW;
 - (b) provide the Services;

- (c) comply with Customer information and IT security measures as communicated to Supplier when performing the Services; And
 - (d) deliver the Deliverables to the Client,
- all in accordance with the terms of this Agreement, an applicable SOW and any other instructions of the Customer.
- 15.2 The engagement and appointment of Client under this Agreement shall not create any mutual obligation on the part of Client or Supplier to offer or accept any further engagement and no continuing relationship shall hereby be created or implied.
- 15.3 Supplier will promptly notify Customer of any significant issues relating to the performance of the Services and/or Websites. At the reasonable request of the Customer, and subject to agreement on costs between the parties, the Supplier will use reasonable efforts to correct any material problem in the performance of the Services and/or the Websites.
- 15.4 Where the provision of the Services involves creative work to be undertaken, customer approval is required to approve the creative work. The customer may make changes to the creative project produced by the supplier on up to two separate occasions. If additional changes are required or changes beyond a third draft, Supplier will charge for the additional time required at the then-current billing rate.
- 15.5 Where Supplier takes over the management or administration of a Customer's search engine pay-per-click account, the account and its contents will remain the property of the Customer. The Customer will be responsible for maintaining the accounts and providing the Supplier with up-to-date access information.
- 15.6 When the Provider creates or funds a Pay Per Click account and the account is created in the Provider's Customer Center, the account will be owned by the Provider.
- 15.7 Customer warrants to Supplier that it will not make, publish or communicate to any person or entity or in any public forum, or produce any comments or statements (whether written or oral) which intentionally seek to disparage or disparage, or which harm the reputation or stature of Supplier or its business, or any of its existing and potential employees, directors and officers and customers, suppliers, investors and other associated third parties.
- 15.8 Supplier will not be liable for any delay or failure of Performance caused by Customer's failure to provide Supplier with:
- (a) adequate instructions for the execution of the Services;
 - (b) access to the CMS of the Client's website or at least a place in which to implement the website;
 - (c) access to Customer's Google analytics;

- (d) access to the Customer's directory and branded products, for example images, stock images, video assets, logos and symbols (whether stored on a server, web link or hard drive);
 - (e) login credentials relating to third-party software;
 - (f) access to any other matters which the Supplier may require in order to provide the Services or to any other information or documentation which the Supplier may require or request from time to time.
- 15.9 If the Supplier is prevented or delayed in performing the Services for any cause attributable to the Customer, the Supplier (without prejudice to its other rights):
- (a) may suspend the performance of the Services until the Customer remedies its defect;
 - (b) will not be liable for any costs or losses incurred by the Customer as a result of such suspension; And
 - (c) may charge the Customer (and the Customer will pay in accordance with this Agreement) any costs or losses incurred by the Supplier resulting from the Customer's default.
- 15.10 Additional CRM Work: Should the Customer require any further CRM-related improvements or adjustments following the current scope, MyDigipal may provide a separate quote through its invoicing system. These requests will be considered ad-hoc projects and will not be included under the scope or timeline of the current agreement.

16. Customer Obligations

Solely for the purpose of enabling the Supplier to provide the Services, the Customer agrees to provide the following:

- (a) Administrative or back-end access: The customer agrees to provide administrative or back-end access to relevant systems, such as the website CMS, LinkedIn, Meta Ads, Google Ads, Google Analytics and CRM for the analysis of their content and structure for marketing purposes.
- (b) Permission to Make Changes: The Provider is authorized to recommend changes or directly make changes to these platforms, including the Website, LinkedIn, Meta Ads, Google Ads, Google Analytics and to the CRM, for optimization purposes.
- (c) Communication with Third Parties: The Supplier may communicate directly with any relevant third parties involved in these platforms (such as the Client's web designer, LinkedIn account manager, CRM administrator or Google Ads specialist) in order to effectively provide the Services.
- (d) Access to existing data: Client will provide access to existing traffic statistics, campaign data and relevant metrics from the website, LinkedIn, Meta Ads, Google Ads, Google Analytics and CRM for analysis and tracking purposes.

17. Fees and payment

- 17.1 Provided that Supplier has performed the Services in accordance with this Agreement and the applicable SOW, Customer shall pay all invoices within 30 days from the date of receipt.
- 17.2 MyDigipal LTD is registered for VAT in the UK (VAT number: GB400 67 69 13). As both MyDigipal LTD and the Client are UK-based companies, VAT will be added to all invoices in accordance with applicable UK tax regulations.
- 17.3 If the Customer disputes in good faith the accuracy of an invoice issued (or does not agree in good faith with any amount invoiced) by the Supplier, it must inform the Supplier in writing of its reasons and may withhold payment of the disputed amount. If the dispute concerns part of an invoice, the Supplier will grant a credit to the Customer for the disputed item and the Customer will pay the undisputed part of the invoice in accordance with the provisions of Article "Charges and payment". If, upon termination of this agreement, Customer owes credit in connection with a disputed invoice, Supplier shall pay such credit in full to Customer within 30 days of termination of this agreement.
- 17.4 The Supplier reserves the right to apply administrative fees for services or materials purchased from third parties on behalf of the Customer. Any purchase made from a third party on behalf of the Customer must be agreed with the Customer in writing and at least 7 days before any purchase.
- 17.5 Fixed Fee and Hourly Add-ons: The pricing for this project is based on a fixed estimate of 77 hours at £90/hour. Should any additional tasks arise (e.g., discovery of system complexities or technical constraints), MyDigipal will communicate the estimated hours needed for approval. A written confirmation by email will be sufficient to authorise extra work. These additional hours will be charged at £90/hour and added to the final invoice.

18. Licenses and intellectual property rights

- 18.1 Provided that Supplier has received full payment from Customer of all its invoices without any set-off or deduction and subject to Section "Charges and Payment", all intellectual property rights in the Deliverables shall, upon full payment by Customer, vest and belong to Customer absolutely, and Supplier hereby assigns with full warranty of title and free from all third party encumbrances and rights all such intellectual property rights in the Deliverables to Customer. The Supplier shall execute all documents and take all actions necessary or reasonably requested by the Customer to document, obtain, maintain, perfect or assign its rights to the Deliverables.
- 18.2 Supplier hereby agrees to waive all moral rights (including rights of integrity and attribution) in the Deliverables, provided that Supplier has received full payment from Customer of all invoices, without any setoff or deduction.

18.3 To the extent that any pre-existing work is incorporated into the deliverables, it will remain the property of the supplier. Supplier hereby grants (and if Pre-Existing Work is to include third party materials, obtain such third party's grant) to Customer a non-exclusive, transferable, irrevocable, worldwide, perpetual license to use such Pre-Existing Work in connection with the Deliverables.

18.4 Customer grants Supplier a limited, non-exclusive, non-transferable, revocable, worldwide license to access and use (if applicable):

- (a) Sites Web ;
- (b) Materials;
- (c) Website pages; And
- (d) name, logo, supplier name and trademark of the customer,

solely to provide the Services to Customer in accordance with this Agreement and the Brand Guidelines during the Term.

18.5 The Supplier shall not, without the written consent of the Customer (which the Customer may withhold in its sole discretion), bid on or otherwise purchase any keyword containing:

- (a) a trademark, trade name, service mark or logo of Customer; Or
- (b) any term materially similar to such registered trademark, trade name, service mark or logo of the Customer,

in order to improve the preferential placement of the website in search engine results.

19. Representations and Warranties: Supplier represents and warrants that the performance of the services requested by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party.

20. Guarantees

20.1 Each party warrants to the other that it has full power and authority to enter into and execute this Agreement and any SOW.

20.2 The Client guarantees, declares and undertakes that:

- (a) all materials supplied to the supplier belong to the customer; Or
- (b) it has received the necessary consents or authorizations to use the materials in accordance with this agreement and any SOW of the applicable owner(s).

20.3 The Supplier warrants, represents and undertakes as follows:

- (a) it will perform the Services with all reasonable skill and care;
- (b) the Deliverables will conform to their description set out in this Agreement or in any SOW;

- (c) in providing the Services and Deliverables, it will not use any techniques, commit any act or do anything that violates any applicable laws, regulations or search engine rules;
- (d) it will use personnel to provide the Services who are suitably qualified, trained and experienced;
- (e) it will ensure that the manner in which the Services are performed or provided does not adversely affect the name, reputation or business of the Client;
- (f) the Deliverables will be free of any viruses, including, but not limited to, any code or instructions used to access, modify, delete or damage data contained in the web pages or in other computer programs used by Customer in connection with the Websites;
- (g) it has, before delivery of the Deliverables to the Client, used a comprehensive and up-to-date antivirus available to scan the Deliverables;
- (h) it will only access those areas of the Websites that are necessary for the performance of its obligations under this Agreement or any applicable statement of work and it will not modify (or do anything that would have the effect of modifying) the content of the Websites, except as authorized herein; And
- (i) the Deliverables, to the extent they do not include Materials, will be original works of authorship of Supplier and their use or possession by Customer will not be subject to or give rise to any claim for infringement of any third party intellectual property rights.
- (j) Both parties agree shall comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) if dealing with EU residents. This includes, but is not limited to, protecting personal data, reporting any data breaches within legally required deadlines and complying with all data processing obligations as data controllers or processors, where applicable.

21. Limitation of liability and insurance

- 21.1 Nothing in this Agreement or in any SOW shall exclude or limit the liability of either party for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) a breach of "Confidentiality";
 - (d) compensation in "Indemnities" or "Specific Indemnities"; Or
 - (e) any other liability which cannot be excluded or limited under applicable law.
- 21.2 Subject to the "Limitation of Indirect Liability" section, neither party will be liable to the other party for any [loss of profit or] indirect, special or consequential loss or damage.

21.3 Insurance Coverage Disclaimer: MyDigipal does not hold an active insurance policy covering errors, omissions, or damages related to CRM setup, data loss, misconfiguration or system breakdowns. MyDigipal is engaged solely to provide strategic and technical implementation support. Under no circumstance shall MyDigipal be held liable for issues that occur within the Client's CRM, Pardot or Salesforce platforms, including but not limited to data integrity errors, permission misconfigurations, automation consequences, or user errors resulting from implemented processes. The Client is solely responsible for validating and approving the solutions proposed prior to deployment.

22. Duration and termination

- 22.1 This Agreement may only be terminated as specifically described in the clause 'Termination Conditions' herein, including circumstances such as material breach, insolvency, force majeure, or mutual written agreement.
- 22.2 In the event of termination by either party for any reason, MyDigipal will be entitled to the following fees:
- (a) 100% of fees for Services performed up to the date of termination;
 - (b) 50% of fees for Services planned in the cost estimate but not performed due to contract termination from the Customer
- 22.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) [the other party fails to pay any amount due under this Agreement when due and remains in default for at least 30 days after being notified [in writing] to make such payment;]
 - (b) the other party commits a material breach of any term of this Agreement or any SOW and (if such breach is curable) fails to remedy that breach within 30 days of being notified [in writing] to do so;
 - (c) [the other party repeatedly breaches any of the terms of this Agreement or any Statement of Work so as to reasonably support the view that its conduct is inconsistent with its intention or ability to give effect to the terms of this Agreement or any Statement of Work;]
 - (d) if the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they become due or admits its inability to pay its debts, or (as a supplier or limited company) is deemed incapable of paying its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear section 123(1)(e) or 123(2) of the IA 1986), OR (being a partnership) has a partner to whom any of the above applies;
 - (e) the other party enters into negotiations with all or some of its creditors with a view to rescheduling any of its debts, or makes a proposal or enters into a compromise or arrangement with any of its creditors other than (as supplier)

for the sole purpose of a proposed solvent merger of that other party with one or more other companies or the solvent reconstruction of that other party;

- (f) the other party applies to the court or is granted a moratorium under Part A1 of the Insolvency Act 1986;
 - (g) an application is filed, notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the other party (as supplier, limited liability company or partnership) other than for the sole purpose of a proposed solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (h) an application is made to the court, or an order is made for the appointment of an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed, in respect of the other party (being a supplier, partnership or limited company);
 - (i) the holder of a qualifying floating charge over the assets of that other party (being a supplier or limited liability company) has acquired the right to appoint or has appointed an administrative receiver;
 - (j) a person has the right to appoint a receiver for all or part of the assets of the other party or a receiver is appointed for all or part of the assets of the other party;
 - (k) a creditor or creditor of the other party seizes or takes possession of all or any part of the assets of the other party, or a garnishment, execution, receivership or other such process is imposed or executed or continued against, all or any part of the assets of the other party and such attachment or process is not released within [14] days;
 - (l) any event occurs or any proceeding is commenced against the other party in any jurisdiction to which it is subject and which has an effect equivalent or similar to any of the events mentioned in sections “Termination – automatic or fault grounds” d to k (inclusive); Or
 - (m) the other party suspends or ceases, or threatens to suspend or cease, the exercise of all or a substantial part of its activity[; Or]
 - (n) [the financial condition of the other Party deteriorates to the extent that it reasonably warrants the view that its ability to give effect to the terms of this Agreement is threatened[; Or]]
 - (o) [there is a change of control of the other party [(within the meaning of section 1124 of the Corporation Tax Act 2010)]
- 22.4 [For the purposes of the “Termination for Serious Misconduct” clause, a material breach means:
- (a) a breach of any of the obligations set out in the “Termination for serious misconduct” clauses; Or

- (b) a breach which has a material effect on the terminating party's benefit from this agreement [over any one month period during its term].]
- 22.5 Upon expiration or termination of this Agreement or a SOW:
- (a) all applicable licenses granted to Supplier under this Agreement or a SOW (as applicable) will terminate immediately;
 - (b) Supplier shall, upon Customer's request, promptly return or destroy all confidential information and/or documents belonging to Customer relating to this Agreement or a SOW (as applicable) in its possession and control and issue a certificate of such return and/or destruction. For the avoidance of doubt, if any confidential information and/or materials are stored in computer systems owned or controlled by the Supplier, the Supplier will ensure that such confidential information and/or materials are deleted from such computer systems;
 - (c) upon request, certify in writing to the Client that he has complied with the requirements of the article "Return or destruction of confidential information"; And
 - (d) The Customer shall pay the undisputed Fees which are due and payable to the Supplier.
- 22.6 Upon termination of this Agreement or any SOW (however caused), the accrued rights and liabilities of the parties to the termination, together with the following provisions, shall survive and remain in full force and effect: Interpretation, Duration, Payment, Taxes, Customer Obligations, Intellectual Property, Confidentiality and Data, Indemnification, Termination, Governing Law and Jurisdiction, Notices, Limitation of Liability and Insurance, General.
- 22.7 Termination of this Agreement or any Statement of Terms will not affect any rights, remedies, obligations or liabilities of the parties accrued up to the date of termination, including the right to claim damages for any breach of the Agreement which existed on or before the date of termination.

23. Force majeure

Neither party will be liable for any failure or delay in performance of obligations under this Agreement caused by events beyond its reasonable control, such as natural disasters, cyberattacks, strikes, governmental action, pandemics or major supply chain disruptions. In the event that such circumstances prevent the provision of services, the duration of the contract will be suspended or extended for a period equal to the delay caused by the force majeure event. Upon resolution of a Force Majeure event, both Parties will mutually reassess and, if necessary, renegotiate deliverables and timelines to realign with the objectives of this Agreement.

24. Notice

- 24.1 Any notice given to a party under or in connection with this Agreement must be in writing and must be:
- (a) delivered by hand or by prepaid priority mail or other next business day delivery service to its registered office (if a supplier) or principal place of business (in any other case);
 - (b) sent by email to the email addresses communicated by each party to the other from time to time.
- 24.2 Any notice will be deemed received at the start of the next Business Day if sent outside Opening Hours:
- (a) if delivered by hand, at the time the notice is delivered to the correct address;
 - (b) if sent by prepaid first class mail or other next business day delivery service, at [9:00 a.m.] on the second business day after posting;
 - (c) in the case of sending by email, at the time of sending, or, if this deadline falls outside the Business Hours of the place of receipt, at the resumption of Business Hours.

25. Announcements

Neither party may publicly disclose or permit disclosure of the existence, content, or terms of this Agreement without the other party's prior written approval, except as required by law or regulatory authorities.

26. Transfer and other transactions

- 26.1 **General restrictions:** Neither party may assign or transfer any rights or obligations under this Agreement without the other party's prior written consent, except as explicitly permitted herein.
- 26.2 **Authorized assignments:** Notwithstanding the foregoing, either party may assign this Agreement:
- (a) (a) To an Affiliate, provided that the assigning party remains responsible for the performance of its obligations under this Agreement; Or
 - (b) (b) In connection with a merger, acquisition or sale of substantially all of its assets, provided that the transferee agrees in writing to be bound by the terms of this Agreement.
- 26.3 **Consent:** Where consent is required for any assignment or transfer, such consent shall not be unreasonably withheld or delayed.
- 26.4 **Subcontracting:** The Supplier may subcontract the performance of specific tasks under this contract without the prior consent of the Customer, provided that:
- (a) (a) The Supplier remains fully responsible for the performance of its obligations; And
 - (b) (b) Supplier warrants that any subcontractor complies with the same contractual obligations applicable to Supplier under this agreement.

27. No partnership or agency

- 27.1 Nothing in this Agreement or in any SOW is intended to, or shall be deemed to establish, a partnership or joint venture between any of the parties, constitutes that any party is the agent of any other party, or authorizes any party to make or enter into any commitments for or on behalf of any other party.
- 27.2 Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

28. Entire Agreement

- 28.1 This Agreement and any Statement of Work constitutes the entire agreement between the parties and supersedes and extinguishes all prior and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 28.2 Each party acknowledges that in entering into this Agreement or any Statement of Work it is not relying on, and shall have no recourse to, any statement, representation, assurance or warranty (whether made innocently or negligently) which is not set out in this Agreement or any Statement of Work.
- 28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement or any SOW.

29. Independent entrepreneurs

No one other than a party to this Agreement, its successors and permitted assigns, will have any right to enforce any of its terms.

30. Waiver

- 30.1 A waiver of any right or remedy is effective only if given in writing and shall not be deemed a waiver of any subsequent rights or remedies.
- 30.2 A delay or failure to exercise, or the sole or partial exercise of, any right or remedy shall not waive that right or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy.

31. Variation

No modification of this Agreement or any SOW will be effective unless it is in writing and signed by the parties (or their authorized representatives).

32. Provision

- 32.1 If any provision or part of the provision of this agreement or any statement of work is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but this will

not affect the validity and enforceability of the remainder of this agreement or any statement of work.

- 32.2 If any provision or part-provision of this Agreement or any SOW is deemed deleted pursuant to Section 23.1, the parties will negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended business result of the original provision.

33. Additional insurance

At any time after the date of this Agreement, each party shall, at the request and expense of the requesting party, execute or cause to be executed such documents and do or cause to be done such acts and things as the requesting party may reasonably require for the purpose of giving the requesting party the full benefit of all the terms and conditions of this Agreement and any SOW.

34. Disability

If any provision of this agreement or any statement of work is found to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of this agreement or any statement of work in that jurisdiction will not be affected, and the legality, validity and enforceability of this entire agreement or any statement of work in any other jurisdiction will not be affected.

35. Costs

Subject to any express provision of this Agreement or any statement of work to the contrary, each party shall pay its own costs and incidentals relating to the negotiation, preparation, execution and implementation of this Agreement and any statement of work.

36. Counterparts

- 36.1 This Agreement or any Statement of Work may be executed in any number of counterparts, each of which shall constitute an original duplicate, but all counterparts together shall constitute one Agreement or Statement of Work.
- 36.2 Transmission of an executed consideration of this Agreement (but for the avoidance of doubt, not just a signature page) by electronic mail (in PDF, JPEG or other agreed format) will take effect as transmission of an executed “wet ink” consideration of this Agreement.

37. Applicable law

- 37.1 This Agreement, any SOW and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or

formation shall be governed by and construed in accordance with the laws of England and Wales.

- 37.2 Any changes to applicable law or jurisdiction must be mutually agreed to in writing by both parties, to avoid conflicts of jurisdiction if changes are proposed.

38. Jurisdiction

Each party irrevocably agrees that the courts of England will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, any SOW or their subject matter or formation.

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