



EPAM Systems Ltd
5 Churchill Place, 10th Floor
London, United Kingdom, E14 5HU

EPAM's UK Startups Initiative Consultation Agreement

PLEASE READ THIS CONSULTATION AGREEMENT ("**AGREEMENT**") CAREFULLY. BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT, AND YOU ACKNOWLEDGE THAT YOU HAVE READ ITS TERMS. FURTHER, YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AND HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.

This Agreement is entered into by and between EPAM Systems Ltd, a company registered in England with company number 04832183, registered address at 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU ("**EPAM**") and the person or entity entering into this Agreement ("**You**" or "**Your**").

Following Your successful qualification to participate in EPAM's UK Startup initiative, EPAM is pleased to provide up to 16 hours of free consultation advice ("**Consultation**"), subject to the terms and conditions set out in this Agreement.

In consideration of the sum of £1 (receipt of which is hereby acknowledged and deemed sufficient), the Parties agree as follows:

The Consultation shall be provided on the basis of the below assumptions:

- Consultation shall be provided remotely, unless agreed otherwise;
- You will provide EPAM with access to relevant information and personnel at mutually agreed times and locations; and
- each party shall bear its own costs and expenses in connection with the Consultation, save for all reasonable, actual, documented out-of-pocket expenses, approved in advance by You, incurred by EPAM's personnel in relation to the Consultation (e.g., travel, lodging, food, parking, ground transportation, and miscellaneous expenses) and shall be reimbursed by You.

EPAM shall determine the scope of the Consultation and determine the level of support required based on information received by You.

This Agreement shall be effective as of the date of acceptance by You ("Effective Date"), and will expire 3 months following the Effective Date, unless extended by written agreement between the Parties. Any remaining portion of the Consultation hours shall be forfeited upon expiry of this Agreement. It is understood and agreed that EPAM reserves the right to terminate and/or rescind the Consultation offered under this Agreement at any time by providing written notice to You (email shall be sufficient).

The purpose of the Consultation provided by EPAM is to provide you with preliminary advice only and, as such, it is acknowledged and agreed that You are solely responsible for (i) the use or implementation of the Consultations, including any resulting outputs and/or information, and (b) any reliance upon, or decisions made, by You based on such Consultation, information or advice provided by EPAM. It is further acknowledged and agreed that the Consultation, any outputs and/or any information provided by EPAM does not constitute legal advice and should not be relied upon as such. You are solely responsible for determining whether the Consultation, any outputs and/or information is sufficient to allow You to comply with any laws and/or regulations (including, but not limited to, GDPR).

It is acknowledged and agreed that the benefit of the Consultation is for You only and should not be disclosed to, or relied upon, by any third party.

It is understood that EPAM will be providing the Consultation free of charge, as such, except for liability for personal injury or death or any other claims that cannot be limited by applicable law, EPAM (and its affiliate's) total aggregate liability for all losses and/or claims (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, on an indemnity basis or otherwise) in relation to the Consultation and/or arising under this Agreement shall be limited to £5,000 (Five Thousand Pounds Sterling).

Personal data may be disclosed or exchanged between the parties under this Agreement for relationship management purposes only, each party shall act as an independent controller in respect of such personal data, and shall comply with its respective obligations under all applicable data protection laws.

Confidentiality Definitions. "Recipient" means the party to this Agreement to which the other party discloses its Confidential Information. "Discloser" means the party to this Agreement which discloses its Confidential Information to the Recipient. "Confidential Information" means all confidential and other proprietary information of the Discloser and its subsidiaries and their affiliates, including without limitation database information, software development and implementation data, marketing, operating and strategic and business plans, customer and supplier lists, customer prospects, customer accounts, proposed products and services, financial statements, financial information, former products and services, prices and pricing policies, profitability of specific products or accounts, fees, costs, plans, designs, technology, inventions, know-how, software, policies, personnel, suppliers, proprietary information, trade secrets, patents, copyrights, trademarks, service marks and other intellectual property and other confidential or specialized data and information of Discloser, whether now existing or to be developed or created after the date set forth above. The term Confidential Information does not include information

that is publicly known or available through no wrongful act of the Recipient in breach of this Agreement or that has been independently developed without regard to the Confidential Information.

Confidentiality Obligations. Recipient agrees to treat all Confidential Information as confidential and as proprietary to Discloser for 2 years after the date of disclosure and this survives the expiration or termination of this Agreement. Except as explicitly authorized in writing by Discloser, Recipient agrees not to directly or indirectly disclose to, or discuss with anyone, or otherwise use in any manner any Confidential Information (orally or in writing, electronic or other medium) in whole or in part. Recipient may disclose Confidential Information to its employees or agents or of its affiliates who have a need to know such information to facilitate the purpose of this Agreement, provided, that Recipient shall have first caused each such employee, agent or affiliate to be bound by written confidentiality restrictions on not less strict terms as the Recipient is bound by in this Agreement. Recipient shall remain liable for the actions or omissions of the employee, agent or affiliate that constitute a violation of this Agreement. The above restrictions shall not apply to Confidential Information (i) after such time as it becomes publicly known through no act, omission or fault of Recipient; or (ii) that is already known by Recipient at the time of disclosure, (iii) is independently developed by Recipient without use of the Confidential Information or (iv) that Recipient is legally required to disclose by statute, rule or regulation or in connection with any legal proceeding, provided that Recipient complies with the following: Recipient will immediately notify Discloser as soon as Recipient becomes aware that disclosure of Confidential Information may be required in connection with a legal proceeding in order to give Discloser a reasonable period of time to obtain a protective order or similar right to limit or prohibit the disclosure or use of the Confidential Information. As between the parties, all Confidential Information, whether written, or in electronic or other medium, belongs exclusively to the Discloser. Upon a party's request, or upon termination of this Agreement, Recipient agrees to promptly deliver to Discloser all originals and copies of all such Confidential Information in its control or possession or destroy and if requested certify in writing to Discloser that it has destroyed all intangible forms of such Confidential Information, except that Recipient may retain a copy for archival purposes.

This Agreement: (a) sets forth the entire understanding of the parties as to the subject matter, (b) supersedes all prior understandings, agreements, documentation and the terms of any purchase orders relating thereto, and (c) may not be modified except in a written amendment executed by both parties; and (d) shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English court. Neither party shall be liable for any failure to perform any of its obligations under this Agreement due to circumstances or causes beyond the parties' reasonable control. Save as expressly stated in this Agreement, all implied or statutory warranties or conditions (including but not limited to the warranties or conditions of satisfactory quality or fitness for a particular purpose) are excluded to the extent allowed by law. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Neither party will directly or indirectly offer to hire or enter into a consulting or employment relationship with the personnel of the other party (or their affiliates) who have been involved in the delivery or receipt of Services until 12 months after such personnel have ceased being involved in the delivery or receipt of Services.