

Veridio Ltd – Standard Engagement Terms

Effective Date: 10 March 2026

These Standard Engagement Terms apply to services provided by Veridio Ltd unless alternative terms are agreed in writing.

1. Parties

These terms apply to services provided by **Veridio Ltd**, registered in England and Wales with registered office at:

128 City Road
London
EC1V 2NX
United Kingdom

(“Veridio”, “we”, “us”, or “our”)

to the organisation or individual receiving services (“Client”).

2. Nature of Services

Veridio provides governance assessment, advisory, and related services concerning the governance of artificial intelligence systems.

Services may include:

- governance audits
- governance maturity assessments
- regulatory readiness reviews
- governance advisory work
- governance framework development
- related professional services

Services are provided in accordance with the **Veridio Governance Standard** and other relevant governance methodologies where applicable.

Unless expressly agreed otherwise in writing, Veridio does **not** provide legal advice, regulatory certification, or guarantees of regulatory compliance.

3. Independence

Veridio operates as an independent governance assessment provider.

Where governance audits or assessments are conducted, Veridio’s role is to evaluate organisational governance structures, policies, and operational practices. Veridio does not implement artificial intelligence systems or technical infrastructure.

Maintaining independence of assessment may require Veridio to decline certain implementation or consulting activities relating to the same systems assessed.

4. Client Responsibilities

The Client agrees to:

- provide accurate and complete information relevant to the engagement
- make relevant personnel available for interviews or discussions where required
- provide reasonable access to documentation and governance records necessary to perform the agreed services
- ensure that information provided does not infringe third-party rights or confidentiality obligations.

Veridio may rely on information provided by the Client without independent verification unless otherwise agreed.

5. Fees and Payment

Fees for services will be specified in a written proposal, engagement letter, or statement of work agreed between Veridio Ltd and the Client.

Unless otherwise agreed in writing, invoices may be issued at the commencement of the engagement, at agreed project milestones, and upon delivery of final reports or other agreed deliverables. An initial invoice may be required prior to the commencement of work.

Invoices are payable within 14 days of the invoice date unless alternative payment terms are specified in the engagement documentation.

Where payments are overdue, Veridio reserves the right to suspend or delay work until outstanding amounts are settled.

Late payments may incur interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

All fees are exclusive of VAT unless otherwise stated.

6. Confidentiality

Each party agrees to treat confidential information received from the other party as confidential and to use such information solely for the purposes of the engagement.

Confidential information may be disclosed where required by law, regulatory obligation, or professional duty.

This obligation survives termination of the engagement.

7. Intellectual Property

All intellectual property rights in the **Veridio Governance Standard**, governance frameworks, methodologies, documentation templates, reports, and associated materials remain the property of Veridio Ltd.

Clients may use reports and materials provided by Veridio solely for internal governance and organisational purposes.

Reproduction, redistribution, or commercial use of Veridio intellectual property without written permission is prohibited.

8. Limitation of Liability

Veridio's total liability arising from or in connection with services provided shall be limited to the total fees paid by the Client for the relevant engagement.

Veridio shall not be liable for:

- indirect or consequential losses
- loss of profit
- loss of business opportunity
- reputational damage
- regulatory penalties imposed on the Client.

Nothing in these terms limits liability for fraud, fraudulent misrepresentation, or other liability that cannot be excluded under applicable law.

9. Reliance on Reports

Reports and assessments provided by Veridio are prepared solely for the Client and for the purposes described in the engagement.

No third party may rely upon Veridio reports without prior written consent.

10. Data Protection

Each party agrees to comply with applicable data protection laws including the UK GDPR and Data Protection Act 2018.

Personal data shared during the engagement shall be processed only as necessary for the performance of the services.

11. Termination

Either party may terminate an engagement with **14 days written notice**, unless otherwise agreed in writing.

Termination does not affect obligations relating to confidentiality, intellectual property, or outstanding payment obligations.

12. Governing Law

These terms shall be governed by and interpreted in accordance with the **laws of England and Wales**.

Any disputes arising from or relating to these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Entire Agreement

These terms, together with any written proposal or engagement letter, constitute the entire agreement between the parties regarding the services provided.

Veridio Ltd

Registered in England and Wales

Registered Office: 128 City Road, London EC1V 2NX