

Centurion Quant Limited

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Fixed Price Technology Project Management Services Agreement

This Agreement is made between:

Service Provider: Centurion Quant Limited

Client:

Together referred to as the "Parties".

1. Services

1.1 The Service Provider shall provide **Technology Project Management services** as described in the agreed Statement of Work ("Services").

1.2 The Services are management and advisory in nature and do not include software development, system implementation, or technical delivery unless expressly agreed in writing.

2. Fixed Price & Payment

2.1 The Services shall be provided for a **fixed price** as set out in the Statement of Work ("Fees").

2.2 Fees are exclusive of VAT, which shall be charged where applicable.

2.3 Invoices shall be payable in advance of work commencement and balance via completion invoice date.

2.4 The Service Provider may suspend Services for overdue payments.

3. Travel & Accommodation

3.1 The Client agrees to pay, in addition to the Fees, all **reasonable travel, accommodation, and subsistence expenses** necessarily incurred in the performance of the Services.

3.2 Such expenses shall be charged at cost and, where applicable, supported by receipts.

4. Client Obligations

The Client shall:

- a. Provide accurate, complete, and timely project information and documentation
- b. Ensure access to relevant personnel, systems, premises, and third-party suppliers
- c. Appoint a suitably authorised point of contact for decisions and approvals
- d. Provide approvals and feedback within agreed timeframes
- e. Ensure all information provided complies with applicable laws

4.2 The Service Provider shall not be responsible for delays, failures, or additional costs caused by the Client's failure to meet these obligations.

5. Change Control

5.1 Any change to scope, deliverables, or assumptions shall be agreed in writing.

5.2 Approved changes may result in revised Fees, timelines, or deliverables.

6. Data Protection (UK GDPR)

6.1 Each Party shall comply with the **UK GDPR** and the **Data Protection Act 2018**.

6.2 Where the Service Provider processes personal data on behalf of the Client, it shall:

- Process such data only on documented instructions from the Client
- Implement appropriate technical and organisational security measures
- Notify the Client without undue delay of any personal data breach
- Ensure confidentiality of personnel with access to personal data

6.3 The Client remains the data controller unless otherwise agreed in writing.

7. Cybersecurity

7.1 The Service Provider shall maintain reasonable administrative, technical, and physical safeguards to protect Client data against unauthorised access, loss, or misuse.

7.2 The Service Provider does not guarantee that systems will be completely secure and shall not be liable for cyber incidents outside its reasonable control.

8. Confidentiality

8.1 Each Party shall keep confidential all non-public business, technical, or commercial information.

8.2 This obligation survives termination of this Agreement.

9. Intellectual Property

9.1 Each Party retains ownership of its pre-existing intellectual property.

9.2 Upon full payment, the Client is granted a **non-exclusive, non-transferable licence** to use deliverables for internal business purposes.

10. Liability

10.1 The Service Provider's total liability shall be limited to the **Fees paid under this Agreement**.

10.2 Neither Party shall be liable for indirect, consequential, or economic loss.

10.3 Nothing limits liability for fraud, death, or personal injury caused by negligence.

11. Termination

11.1 Either Party may terminate with **30 days' written notice**.

11.2 Fees and expenses incurred up to termination remain payable.

12. Governing Law

This Agreement is governed by the **laws of England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

13. Approvals

Party	Position	Approval Signature	Date
Centurion Quant Limited			