

# Centurion Quant Limited

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## Business Terms & Conditions

### Technology Project Management Services

#### 1. Definitions

- “**Service Provider**” means Centurion Quant limited
- “**Client**” means the corporate entity engaging the Service Provider.
- “**Services**” means technology project management, advisory, coordination, and related services as agreed in writing.
- “**Agreement**” means these Terms and Conditions together with any proposal, statement of work (SOW), or contract accepted by the Client.

#### 2. Scope of Services

2.1 The Service Provider shall deliver technology project management services including, but not limited to:

- Project planning and governance
- Stakeholder coordination
- Risk, issue, and dependency management
- Reporting and status updates
- Vendor and delivery oversight
- Provision & Management of Service Providers own resources to deliver SoWs

2.2 The Services are advisory and management-based in nature and also include software development, system implementation, technical delivery which must be expressly agreed in writing, via requirements capture or agreed defined requirements process, to be detailed in agreed SoWs.

#### 3. Client Responsibilities (The Client Must Provide)

The Client acknowledges that timely and accurate provision of the following is essential to successful delivery of the Services. The Client must provide:

##### a. Project Information

- Complete, accurate, and up-to-date project requirements, objectives, and success criteria
- Access to relevant documentation, systems, and historical project data

##### b. Resources & Access

- Timely access to key personnel, decision-makers, and subject matter experts
- Appropriate system, site, and tool access necessary to perform the Services

##### c. Decision-Making & Approvals

- Prompt feedback, reviews, and approvals within agreed timeframes
- A designated point of contact with authority to make decisions

##### d. Third-Party Coordination

- Cooperation and access to third-party vendors, contractors, or internal teams as required
- Responsibility for third-party performance unless otherwise agreed

##### e. Compliance & Accuracy

- Assurance that all information supplied is lawful, accurate, and compliant with applicable laws and internal policies.

3.2 The Service Provider shall not be liable for delays, cost overruns, or project outcomes arising from the Client's failure to meet these responsibilities.

#### **4. Fees and Payment**

- 4.1 Fees shall be as set out in the applicable proposal or SoW.
- 4.2 Invoices are payable in advance days of issue unless otherwise agreed.
- 4.3 Late payments may incur interest at the maximum rate permitted by law.
- 4.4 The Service Provider may suspend Services for overdue accounts.
- 4.5 Travel & Accommodation must be covered by The Client where applicable.

#### **5. Change Management**

- 5.1 Any change to scope, timeline, or deliverables must be agreed in writing.
- 5.2 Changes may result in revised fees, schedules, or resources.

#### **6. Confidentiality**

- 6.1 Each party shall keep confidential all non-public information received from the other party.
- 6.2 Confidentiality obligations survive termination of this Agreement.

#### **7. Intellectual Property**

- 7.1 Pre-existing intellectual property remains the property of the originating party.
- 7.2 Upon full payment, the Client is granted a non-exclusive licence to use project deliverables for internal business purposes unless otherwise agreed.

#### **8. Warranties and Disclaimers**

- 8.1 Services will be provided with reasonable care and skill.
- 8.2 No guarantee is made regarding specific project outcomes, timelines, or financial results.
- 8.3 All implied warranties are excluded to the maximum extent permitted by law.

#### **9. Limitation of Liability**

- 9.1 To the maximum extent permitted by law, the Service Provider's liability is limited to the total fees paid by the Client in the preceding 3 months.
- 9.2 The Service Provider shall not be liable for indirect, consequential, or economic loss.

#### **10. Termination**

- 10.1 Either party may terminate the Agreement with 30 days' written notice.
- 10.2 Immediate termination may occur for material breach or insolvency.
- 10.3 Fees incurred up to the termination date remain payable.

#### **11. Force Majeure**

Neither party shall be liable for failure or delay caused by events beyond reasonable control.

#### **12. Governing Law**

This Agreement shall be governed by the laws of United Kingdom, and the courts of that jurisdiction shall have exclusive authority.

#### **13. Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions or agreements.