

## Terms of Business

### Parties

This agreement is between Iterum Ltd, trading as psychsafety.com, a company registered in England and Wales (Company Number 13650928, VAT registration number: GB431963491, Registered with the ICO: ZB306682), whose registered address is 4 Cross Street, Beeston, Nottingham, NG9 2NX, United Kingdom ("Consultant") and the client ("Client").

### Scope of Services

The Consultant agrees to provide consultancy and training services as described in the individual Statement of Work (SOW), Contract, or Agreement signed by both parties. Any changes to the SOW, Contract, or Agreement must be agreed upon in writing by both parties.

### Payment Terms

**Standard Payment:** Invoices are due and payable in full within 30 days from the invoice date.

**Deposit for Overseas Travel:** To secure overseas travel, a non-refundable deposit of 25% of the total fee (subject to a minimum deposit of £1000) is required at the time of booking.

**Advance Booking:** A non-refundable deposit of 20% of the total estimated fee is required to secure multiple dates booked in advance by the Client.

**Cancellation Fees:** If the Client cancels an engagement with less than 14 days' notice, the full fee is payable. If the Client cancels with 14 or more but less than 28 days' notice, 50% of the fee is payable.

**Rescheduling:** Clients may postpone or reschedule an engagement with a minimum of 28 days' notice without incurring additional charges. However, a new deposit will be required to secure any rescheduled dates.

**Late Payment:** Late payments will incur an interest charge of 5% per month, starting from the date the payment was due. The Consultant reserves the right to suspend all services if payment is not received within 30 days of the invoice date, without liability.

**Procurement Process:** The Consultant reserves the right to invoice the Client for time and expenses incurred if the procurement process exceeds one hour of the Consultant's time.

### Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and sensitive information obtained during the execution of this agreement, both during the term of this agreement and thereafter.

### Intellectual Property

All intellectual property generated during the course of the engagement remains the property of the Consultant, unless otherwise agreed in writing.

### Limitation of Liability

The Consultant's liability for any direct damages shall be limited to the total fees paid by the Client under the agreement. The Consultant shall not be liable for any consequential, indirect, or special damages.

### **Governing Law**

This agreement is governed by the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.

### **Amendments**

This agreement may only be amended in writing and signed by both parties.

### **Entire Agreement**

This constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Iterum Ltd Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_