

AESION

TERMS AND CONDITIONS

GLOBAL TERMS OF BUSINESS AND WEBSITE USE

Effective date: 16 May 2022

AESION operates across strategy, design, innovation, marketing and technology through a globally configured network. These Terms create one clear commercial framework while allowing each engagement to be contracted and delivered through the AESION entity and team best suited to the brief.

These Terms are intended primarily for business clients. They should be read together with the Order Documents for each engagement and the Privacy Policy that applies to the relevant Website.

Each engagement is contracted through the AESION entity identified in its Order Document.

DOCUMENT MAP

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Order Documents set the engagement-specific scope, Fees, Contracting Entity, governing law and forum.

PART A. CORE FRAMEWORK

1. SCOPE AND APPLICATION

- 1.1 These Terms govern access to and use of any website, portal or digital property operated under the AESION name, together with any services supplied by or on behalf of an AESION Contracting Entity.
- 1.2 By using a Website, approving an Order Document, instructing AESION to begin work, paying an invoice or otherwise accepting Services, the Client agrees to these Terms.
- 1.3 AESION provides Services primarily to businesses, organisations, public bodies, institutions and professional clients. If the Client acquires Services as a consumer, any rights or remedies that cannot lawfully be excluded or limited remain unaffected.
- 1.4 Nothing on a Website constitutes an offer capable of acceptance. An enquiry, discovery call, indicative price, proposal discussion or submission through a form does not require AESION to accept an engagement.
- 1.5 If a separate written agreement signed by the parties states that these Terms do not apply, that separate agreement governs to the extent stated.

2. DEFINITIONS

- 2.1 Agreement means these Terms, the applicable Order Documents and any other document expressly incorporated into them.
- 2.2 AESION means the Contracting Entity for an engagement. For Website use only, AESION means the AESION entity identified as the operator or controller of the relevant Website in its legal notice or Privacy Policy.
- 2.3 AESION Group means the Contracting Entity and any entity, studio, business unit or operating company that uses the AESION brand under common ownership, control or authorisation.
- 2.4 AESION Materials means all materials, rights and know-how owned, developed or licensed by AESION independently of the Client's specific engagement, or which are capable of general use across engagements. AESION Materials include methods, frameworks, templates, tools, libraries, reusable code, components, systems, processes, prompts, workflows, research models, design systems, production techniques, source files, working files, drafts and unused concepts.
- 2.5 Business Day means a day on which commercial banks are generally open for business in the principal place of business of the Contracting Entity, excluding weekends and public holidays.

- 2.6 Client means the person or organisation that accepts the Agreement or for whose benefit the Services are ordered. If an individual accepts on behalf of an organisation, that individual confirms that they have authority to bind the organisation.
- 2.7 Client Materials means all content, information, data, assets, specifications, access credentials, trademarks, instructions and other materials supplied or approved by or for the Client.
- 2.8 Confidential Information means non-public commercial, financial, strategic, creative, technical, security or personal information disclosed in connection with an engagement, whether disclosed orally, visually, electronically or in writing, that is identified as confidential or would reasonably be understood to be confidential.
- 2.9 Contracting Entity means the AESION Group entity identified in the applicable Order Document. If no entity is expressly identified, it is the entity that accepts the engagement in writing and issues the first invoice.
- 2.10 Deliverables means the final outputs expressly identified as deliverables in an Order Document. Drafts, working files, development environments, internal documentation, unused concepts and AESION Materials are not Deliverables unless expressly stated.
- 2.11 Fees means the professional fees and other charges stated in an Order Document, excluding taxes, Third-Party Costs and reimbursable expenses unless expressly included.
- 2.12 Order Document means a proposal, quotation, scope of work, statement of work, order form, service schedule, engagement letter, written change request, renewal confirmation or other written document that describes an engagement and is accepted by both parties.
- 2.13 Services means the services described in the applicable Order Document.
- 2.14 Third-Party Materials means any material, software, service, platform, data, font, stock asset, open-source component, plugin, model, media, music, photograph, licence or other item owned or controlled by a third party.
- 2.15 Third-Party Costs means charges payable to third parties in connection with the Services, including advertising spend, media placement, printing, production, travel, couriers, hosting, domains, software, licences, stock assets, research panels, talent, venues and specialist suppliers.
- 2.16 Website means any website, portal, landing page or online service operated by or for AESION.

3. GLOBAL DELIVERY STRUCTURE

- 3.1 AESION may configure each engagement using personnel, affiliates, specialist studios, contractors and professional partners located in different countries or regions. AESION

may allocate, reallocate or replace team members where reasonably required to deliver the Services, provided that AESION remains responsible for managing the engagement.

- 3.2 Only the Contracting Entity and the Client are parties to the Agreement. No other member of the AESION Group assumes contractual liability merely because it contributes personnel, expertise, facilities, technology or support.
- 3.3 References on a Website or in marketing materials to global presence, countries, regions, offices, teams or service coverage describe AESION's operating presence, reach or capability as applicable. They do not by themselves identify the Contracting Entity, create an agency relationship or represent that a separately incorporated entity or public office exists in every stated location.
- 3.4 AESION may subcontract any part of the Services. AESION will remain responsible for the performance of subcontracted Services to the same extent as if AESION had performed them itself, subject to the Agreement.
- 3.5 The Client must not instruct, contract with or make commitments on behalf of any AESION team member, affiliate or subcontractor unless the Contracting Entity has authorised this in writing.

4. FORMATION AND ORDER OF PRECEDENCE

- 4.1 An engagement becomes binding when the first of the following occurs: both parties sign or electronically accept an Order Document; the Client gives written approval or a written instruction to begin; AESION begins work at the Client's request; or the Client pays an invoice relating to the engagement.
- 4.2 Each accepted Order Document forms a separate engagement under the Agreement unless it expressly states otherwise.
- 4.3 If documents conflict, the following order applies, from highest to lowest priority: a signed data processing, security or intellectual property addendum for its specific subject matter; the applicable Order Document; expressly agreed special conditions; these Terms; and descriptive or marketing material.
- 4.4 Terms appearing in a Client purchase order, procurement portal, vendor form or other administrative document do not amend the Agreement unless AESION expressly accepts those terms in writing. Processing or acknowledging such a document does not constitute acceptance of its additional terms.
- 4.5 A change to an active engagement is binding only if recorded in writing and accepted by authorised representatives of both parties.

PART B. ENGAGEMENT AND DELIVERY

5. SERVICE SCOPE

- 5.1 AESION may provide market research and analysis, business and brand strategy, naming, identity and creative services, graphic and spatial design, content, campaigns, digital marketing, SEO, social media, paid media, video, live and multimedia production, physical product design, digital product design, user experience and interface design, website and application design and development, ecommerce, custom software, automation, systems integration, CRM, SaaS, hosting coordination, IT infrastructure, digital transformation, advisory and related services.
- 5.2 The precise Services and Deliverables for an engagement are limited to those stated in the applicable Order Document. A reference to an objective, outcome, capability, example, presentation or discussion does not add a Deliverable unless it is expressly included.
- 5.3 Unless expressly included, the Services do not include legal advice, tax advice, accounting advice, regulated financial advice, patent or trademark clearance, regulatory certification, accessibility certification, penetration testing, source file delivery, translation, data migration, content entry, ongoing support, maintenance, hosting, domain renewal, manufacturing, engineering certification, printing or third-party licences.
- 5.4 AESION may use reasonable professional judgement in the method, sequence, format and tools used to perform the Services, provided that the agreed scope and material requirements are met.
- 5.5 If an assumption in an Order Document proves inaccurate or incomplete, AESION may propose a change to scope, timing, Fees or team configuration.

6. PROPOSALS, ESTIMATES AND STARTING INVESTMENTS

- 6.1 Unless an Order Document states otherwise, a proposal or quotation remains open for acceptance for 30 days from its date and may be withdrawn before acceptance.
- 6.2 A starting investment, range, budget indication or estimate is a planning baseline, not a fixed price. Final Fees are confirmed after AESION reviews the brief, dependencies, required expertise, risk, timing and third-party requirements.
- 6.3 A fixed Fee applies only to the scope, assumptions, timetable and responsibilities expressly stated in the Order Document. Additional work is charged through an approved change request or at AESION's then-current rates.
- 6.4 AESION may correct an obvious clerical, typographical or calculation error in a proposal or invoice by giving prompt notice.

7. CLIENT RESPONSIBILITIES

- 7.1 The Client must appoint one authorised representative with authority to provide instructions, approvals and consolidated feedback.
- 7.2 The Client must provide complete, accurate and timely Client Materials, access, credentials, decisions, approvals, personnel and cooperation reasonably required for the Services.
- 7.3 The Client warrants that it has all rights, licences, consents and permissions required for AESION to access, copy, adapt, process, host, publish and otherwise use the Client Materials for the engagement.
- 7.4 The Client is responsible for the accuracy, completeness and legality of Client Materials and for final review of names, claims, prices, specifications, measurements, translations, regulatory statements and factual content before publication, production or deployment.
- 7.5 The Client must maintain appropriate backups of its systems, data and content before AESION performs any migration, integration, deployment, maintenance or infrastructure work.
- 7.6 The Client must comply with applicable laws, industry rules, platform terms, advertising codes, privacy obligations, employment requirements, export controls and product safety requirements relevant to its business and use of the Deliverables.
- 7.7 The Client must promptly notify AESION of any matter that may affect scope, timing, security, lawfulness, safety or performance.
- 7.8 AESION is not responsible for delay, rework, cost or failure caused by the Client's breach of this section. Timelines will be extended reasonably, and additional work may be charged.

8. PROJECT GOVERNANCE AND COMMUNICATIONS

- 8.1 AESION may use email, video meetings, shared workspaces, project management platforms, design review tools and other digital channels to manage an engagement.
- 8.2 Instructions and approvals given by the Client's authorised representative through an agreed channel are binding on the Client.
- 8.3 The Client must provide one consolidated set of feedback for each review round. Conflicting, staged or late feedback may be treated as a change request.
- 8.4 AESION may rely on information and approvals supplied by the Client without independently verifying them unless verification is expressly included in the Services.
- 8.5 Meeting notes or written recaps issued by AESION are taken to be an accurate record unless the Client identifies a material error within two Business Days.

9. TIMING AND DEPENDENCIES

- 9.1 Dates and delivery periods are estimates unless an Order Document expressly states that a date is fixed and critical.
- 9.2 AESION's performance depends on timely Client cooperation, third-party availability and matters outside AESION's control. A delay in any dependency extends the relevant timeline by at least the period of delay and any reasonable remobilisation period.
- 9.3 If a Client delay exceeds 10 Business Days, AESION may reschedule the work according to team availability and charge reasonable remobilisation costs.
- 9.4 If an engagement is inactive because the Client has not provided required information, feedback, access, approval or payment for 30 consecutive days, AESION may treat it as suspended or abandoned after giving written notice.
- 9.5 Expedited work, out-of-hours work or work required because of a Client or third-party delay may attract an additional charge if agreed in writing.

10. REVISIONS AND CHANGE REQUESTS

- 10.1 A revision means a reasonable refinement of an agreed direction. A new direction, changed brief, additional concept, additional format, new functionality, expanded audience, additional stakeholder requirement, rework of approved material or correction of inaccurate Client Materials is a change in scope.
- 10.2 The revision allowance in the Order Document applies. If it is silent, the following defaults apply:
 - 10.2.1 Brand, graphic, campaign and physical product design includes two consolidated revision rounds for each agreed final design stage.
 - 10.2.2 Video and live production includes one consolidated script revision round and two consolidated post-production revision rounds.
 - 10.2.3 Website design includes two consolidated design revision rounds and one round of minor post-launch corrections requested within 10 Business Days after launch.
 - 10.2.4 Application design includes one consolidated wireframe or prototype revision round and one consolidated round of minor user acceptance testing refinements.
 - 10.2.5 Marketing services include reasonable iteration within the agreed monthly plan and capacity, not unlimited revisions or unused capacity carried forward.
 - 10.2.6 Custom software and IT Services include correction of reproducible defects against the accepted specification during the applicable warranty period. Enhancements, changed requirements and compatibility changes are additional work.

- 10.3 Feedback within a revision round must be submitted together. Separate comments delivered at different times may be combined into the same round or charged as additional work.
- 10.4 Unused revision rounds have no cash value, cannot be transferred between Deliverables and do not entitle the Client to a credit or refund.
- 10.5 AESION will describe any material change in scope, timing or Fees in a written change request. AESION is not required to begin the changed work until the Client approves it.

11. APPROVAL, ACCEPTANCE AND DEFECTS

- 11.1 The Client must review each Deliverable promptly and against the agreed scope and acceptance criteria.
- 11.2 Unless an Order Document states otherwise, the review period is five Business Days for creative, strategy, research, content and design Deliverables, and 10 Business Days for websites, applications, software, integrations and other Deliverables requiring testing.
- 11.3 A Deliverable is accepted on the earliest of: the Client's written approval; publication, production, deployment, commercial use or distribution by or for the Client; expiry of the review period without a written notice describing a material non-conformity; or the Client instructing AESION to proceed to a later dependent stage.
- 11.4 A rejection notice must identify each material respect in which the Deliverable fails to meet an express requirement. Preference changes, matters outside scope and issues caused by Client Materials or third parties are not defects.
- 11.5 AESION will use reasonable efforts to correct a reproducible defect notified within the review or warranty period. Correction is the Client's exclusive remedy for a remediable defect, subject to any mandatory rights.
- 11.6 Minor defects that do not materially prevent intended use do not delay acceptance. AESION may correct them after acceptance within a reasonable period.
- 11.7 Unless stated otherwise, the defect correction period is 10 Business Days after acceptance for creative and design Deliverables and 30 calendar days after acceptance for websites, applications, software and integrations.

12. THIRD-PARTY SERVICES AND COSTS

- 12.1 Third-Party Costs are additional to the Fees unless expressly included. AESION may require advance payment before making a third-party commitment.
- 12.2 Third-Party Materials are supplied subject to the relevant third party's licence, terms, availability, service levels, pricing and technical restrictions. Those third-party terms may limit transfer, modification, sublicensing, territory, duration or use.

- 12.3 AESION is not responsible for a third party's outage, delay, policy change, price change, security incident, suspension, rejection, discontinuance, incompatibility or failure, except to the extent directly caused by AESION's failure to use reasonable care in selecting or managing that third party.
- 12.4 AESION may recommend suppliers or platforms but does not guarantee that they are the lowest-cost or only suitable option.
- 12.5 If a Third-Party Cost changes after approval, the Client must pay the changed amount or approve a reasonable alternative.
- 12.6 Unless agreed otherwise, the Client contracts directly with material hosting, advertising, domain, software and platform providers. Where AESION contracts as agent or reseller, the Client remains bound by the applicable third-party terms.

PART C. COMMERCIAL TERMS

13. FEES, TAXES AND CURRENCY

- 13.1 The Client must pay the Fees, Third-Party Costs, approved expenses and applicable taxes stated in the Agreement.
- 13.2 Fees are stated in the currency identified in the Order Document. The Client bears bank charges, card fees, transfer charges and foreign exchange costs associated with payment.
- 13.3 Fees are exclusive of value added tax, goods and services tax, sales tax, use tax, withholding tax and similar taxes unless expressly stated otherwise.
- 13.4 If the Client is legally required to withhold an amount from a payment, the Client must provide official evidence of the withholding and, unless prohibited by law, increase the payment so AESION receives the amount it would have received without the withholding. This does not apply to taxes imposed on AESION's net income.
- 13.5 AESION may revise recurring Fees on renewal by giving at least 30 days' notice, unless the Order Document provides a different review mechanism.

14. INVOICING AND PAYMENT

- 14.1 AESION may invoice in advance, by milestone, monthly, on delivery or as otherwise stated in the Order Document.
- 14.2 Unless an invoice states otherwise, payment is due within seven calendar days from the invoice date.
- 14.3 An initial payment reserves capacity and permits mobilisation. It is non-refundable to the extent it represents work performed, capacity reserved, setup, planning or commitments made, except where the law requires otherwise.
- 14.4 The Client must notify AESION of a genuine invoice dispute within five Business Days after receipt, with sufficient detail to assess it. The Client must pay all undisputed amounts on time.
- 14.5 Payments must be made in full without set-off, counterclaim or deduction except where required by law.
- 14.6 If an amount is overdue, AESION may charge interest from the due date at the lower of 1.5% per month and the maximum lawful rate, calculated daily, together with reasonable recovery costs.
- 14.7 AESION may suspend Services, withhold Deliverables, restrict access, postpone launch, decline further work or revoke any conditional permission to use unpaid Deliverables if an amount is overdue. AESION will give reasonable notice where practicable.

- 14.8 Suspension for non-payment does not relieve the Client of its payment obligations and may affect timing, availability and Fees.

15. CANCELLATION, POSTPONEMENT AND KILL FEES

- 15.1 The Client may cancel an engagement by written notice. The Client must pay for Services performed to the effective cancellation date, work in progress, approved expenses, non-cancellable Third-Party Costs and any applicable cancellation charge.
- 15.2 A cancellation charge may reflect reserved team capacity, lost scheduling opportunity, mobilisation, close-down work and commitments reasonably incurred. Unless an Order Document states a fixed amount, the charge will be a reasonable estimate of AESION's resulting loss after avoided costs and will not exceed 50% of the professional Fees remaining for the cancelled scope.
- 15.3 Fees already paid are not refundable to the extent they have been earned, allocated to reserved capacity or committed to third parties. No-refund language does not exclude any remedy that cannot lawfully be excluded.
- 15.4 If the Client postpones work, AESION may revise the schedule, team and Fees. A postponement of more than 30 days may be treated as a cancellation unless AESION agrees otherwise in writing.
- 15.5 If AESION terminates an engagement for convenience and not because of the Client's breach, the Client is entitled to a refund of prepaid professional Fees for Services not performed, less non-cancellable Third-Party Costs authorised by the Client.

16. SUSPENSION AND TERMINATION

- 16.1 Either party may terminate an engagement if the other party materially breaches the Agreement and does not remedy the breach within 10 Business Days after written notice, or within a shorter reasonable period if the breach creates an urgent security, legal or reputational risk.
- 16.2 AESION may suspend or terminate immediately if the Client fails to pay, becomes insolvent, requests unlawful or misleading work, misuses AESION's rights, creates a material security or safety risk, abuses or threatens personnel, or exposes AESION to sanctions, regulatory breach or serious reputational harm.
- 16.3 The Client may terminate immediately if AESION commits fraud, wilful misconduct or a material confidentiality breach that cannot reasonably be remedied.
- 16.4 On termination, all accrued payment obligations become immediately due. Each party must return or securely destroy the other's Confidential Information on reasonable request, subject to legal retention duties, backups and records required to establish or defend rights.

- 16.5 AESION is not required to release final Deliverables, editable files, source code, credentials under its control or other project materials until all amounts due are paid.
- 16.6 Clauses concerning payment, intellectual property, confidentiality, data, warranties, liability, indemnities, disputes and any provision intended by its nature to survive will continue after termination.

PART D. INTELLECTUAL PROPERTY AND INFORMATION

17. CLIENT MATERIALS

- 17.1 The Client retains ownership of its Client Materials.
- 17.2 The Client grants AESION and its authorised personnel a worldwide, non-exclusive, royalty-free licence during the engagement to use, copy, adapt, host, transmit, display and process Client Materials as reasonably necessary to perform the Services, administer the engagement and exercise AESION's rights under the Agreement.
- 17.3 The Client indemnifies AESION against third-party claims, losses and reasonable costs arising from an allegation that Client Materials, Client instructions or the Client's use of a Deliverable infringes rights, breaches law or causes harm, except to the extent caused by AESION's unauthorised material alteration or use.

18. AESION MATERIALS AND WORKING FILES

- 18.1 AESION retains all right, title and interest in AESION Materials, working files, source files, production files, development tools, reusable code, libraries, frameworks, internal documentation, research methods, processes, prompts, know-how, drafts and unused concepts.
- 18.2 No AESION Material is assigned or licensed except to the limited extent required for the Client to use a fully paid Deliverable for its permitted purpose.
- 18.3 Editable source files, layered files, raw footage, native project files, repositories, design system libraries and build environments are supplied only if expressly included in the Order Document and may attract additional Fees or licence conditions.
- 18.4 AESION may reuse general ideas, skills, experience, techniques, structures, routines, non-client-specific code and know-how developed or improved during an engagement, provided that it does not disclose Client Confidential Information or reproduce a Client's final distinctive expression.

19. RIGHTS IN FINAL DELIVERABLES

- 19.1 Unless an Order Document expressly provides for an assignment or an exclusive licence, AESION retains ownership of intellectual property in the Deliverables.
- 19.2 Once the Client has paid all amounts due for the relevant engagement, AESION grants the Client a non-exclusive, worldwide, perpetual licence to use, reproduce, display, publish and reasonably adapt the final Deliverables for the Client's own business, brand, operations and agreed commercial purposes.
- 19.3 The licence does not permit the Client to resell, sublicense, distribute as a template, commercialise as a standalone asset, white-label for third parties, claim ownership of

AESION Materials or use rejected or unpaid work without AESION's prior written consent.

- 19.4 The Client may allow its employees, professional advisers, hosting providers, printers and production suppliers to use a Deliverable solely on the Client's behalf and subject to restrictions consistent with the Agreement. This is not a right to sublicense for independent exploitation.
- 19.5 Any assignment or exclusive licence must be expressly stated in an Order Document, applies only after full payment and excludes AESION Materials and Third-Party Materials.
- 19.6 Rights in Third-Party Materials remain subject to third-party terms. Open-source software remains subject to its applicable open-source licence.
- 19.7 AESION does not guarantee that a name, mark, design, domain, concept, campaign, software feature or AI-assisted output is registrable, protectable, exclusive or free from all similarity to independent third-party work. Formal searches, clearance opinions and registrations require specialist advisers unless expressly included.
- 19.8 To the extent permitted by law, AESION will obtain appropriate consents from its personnel to enable the Client to exercise the rights expressly granted under this section. Moral rights and similar personal rights remain subject to applicable law.

20. PORTFOLIO, CREDIT AND PUBLICITY

- 20.1 After a Deliverable has been made public by or for the Client, AESION may identify the Client and display the public Deliverable, Client name and Client logo in AESION's portfolio, credentials, award entries, case studies, pitches, social channels and promotional materials.
- 20.2 AESION must not disclose Client Confidential Information or unpublished commercial results when exercising this right.
- 20.3 The Client may request a reasonable launch embargo or confidentiality restriction in writing before work begins. Any permanent restriction must be recorded in the Order Document and may affect Fees.
- 20.4 Unless expressly included, the Client is not required to publish an AESION credit. The Client must not remove legally required third-party notices or open-source attributions.

21. CONFIDENTIALITY

- 21.1 Each recipient of Confidential Information must use it only for the Agreement, protect it with at least reasonable care and disclose it only to personnel, affiliates, advisers and subcontractors who need it and are bound by confidentiality obligations.

- 21.2 Confidential Information does not include information that the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from a third party without restriction or is independently developed without use of the discloser's Confidential Information.
- 21.3 A recipient may disclose Confidential Information where required by law, court order or regulator, provided it gives advance notice where lawful and reasonably assists the discloser to seek protection.
- 21.4 These confidentiality obligations continue for five years after disclosure, except for trade secrets, credentials, security information and personal data, which remain protected for as long as they retain that character or applicable law requires.
- 21.5 Neither party may issue a press release stating or implying endorsement by the other without prior written approval, except for AESION's portfolio rights under section 20.

22. DATA PROTECTION AND CROSS-BORDER PROCESSING

- 22.1 Each party must comply with privacy and data protection laws applicable to its role and activities.
- 22.2 The Client is responsible for determining the lawful basis, notices, consents, retention rules and instructions for personal data it supplies or asks AESION to collect or process.
- 22.3 If AESION processes personal data on the Client's behalf in a manner requiring a data processing agreement, the parties will enter an appropriate addendum before that processing begins.
- 22.4 The Client must not provide special-category, highly sensitive, regulated, biometric, health, financial account, government identifier or children's data unless the Order Document expressly permits it and suitable safeguards are agreed.
- 22.5 The Client acknowledges that AESION may use personnel, systems and service providers in multiple countries. AESION will implement any contractual or organisational safeguards required by applicable law for cross-border processing within AESION's responsibility.
- 22.6 AESION will maintain reasonable administrative, organisational and technical safeguards appropriate to the nature of the Services and information. No system can be guaranteed completely secure, uninterrupted or immune from attack.
- 22.7 Each party must notify the other without undue delay after becoming aware of a confirmed security incident affecting the other's data where notification is reasonably necessary for legal compliance or risk management.
- 22.8 Unless a longer period is agreed or required by law, AESION may delete project data after the engagement ends and any reasonable handover period expires. The Client is responsible for retaining final copies of its Deliverables and data.

23. AI-ASSISTED AND AUTOMATED TOOLS

- 23.1 AESION may use AI-assisted, algorithmic and automated tools in research, ideation, design exploration, content development, coding, testing, analysis, optimisation, quality assurance and production, subject to professional oversight and the agreed scope.
- 23.2 AESION will apply reasonable controls to its use of such tools. Unless authorised in writing, AESION will not submit Client Confidential Information or Client personal data to a public tool in a manner that permits the tool provider to use that information for general model training.
- 23.3 The Client may request specific restrictions on AI-assisted tools before an Order Document is accepted. AESION may adjust the proposed method, timing, team or Fees to accommodate the restriction.
- 23.4 AI-assisted outputs may contain inaccuracies, bias, similarity, technical defects or material that is not eligible for intellectual property protection. AESION will apply the level of human review reasonably appropriate to the engagement, but the Client remains responsible for final approval and any specialist legal or regulatory clearance.
- 23.5 Unless expressly agreed, AESION does not warrant that a Deliverable was created without AI assistance or that every element is capable of exclusive ownership or registration.

PART E. SERVICE-SPECIFIC CONDITIONS

24. RESEARCH, STRATEGY AND ADVISORY SERVICES

- 24.1 Research, analysis, forecasts, recommendations and strategy reflect information, methods and conditions available at the time they are prepared.
- 24.2 AESION may rely on Client Materials, public sources, licensed databases, research participants and third-party data that AESION reasonably considers suitable. AESION does not guarantee that every source is complete, current or error-free.
- 24.3 Research and strategic advice support business decision-making but do not constitute legal, financial, accounting, medical, engineering or other regulated professional advice.
- 24.4 The Client is responsible for decisions made using the research or advice and should obtain specialist advice where appropriate.

25. BRAND, CREATIVE, CONTENT AND DESIGN SERVICES

- 25.1 Concepts and creative routes are presented for evaluation within the agreed brief. Selection of a direction does not include unused concepts.
- 25.2 Colour, scale, materials, print, screen rendering and production may vary between devices, suppliers and manufacturing methods. Proofs and prototypes are approximations unless a certified production standard is expressly agreed.
- 25.3 The Client is responsible for proofreading and final approval of names, copy, contact details, prices, claims, legal notices, barcodes, dimensions and production specifications.
- 25.4 AESION is not responsible for errors approved by the Client or introduced by a third-party producer after AESION supplies approved artwork or specifications.

26. VIDEO, LIVE AND MULTIMEDIA SERVICES

- 26.1 Production schedules depend on access, locations, talent, weather, equipment, licences and third-party availability.
- 26.2 The Client is responsible for permissions relating to its locations, personnel, products and Client Materials. AESION will obtain production permissions expressly allocated to AESION in the Order Document.
- 26.3 Raw footage, project files and unused material are not Deliverables unless expressly included.
- 26.4 AESION may retain production files for a reasonable operational period but does not guarantee archival storage unless an archive service is purchased.

- 26.5 Reshoots or re-recordings caused by a changed brief, Client preference, unavailable Client personnel, inaccurate Client information or matters outside AESION's reasonable control are additional work.

27. DIGITAL MARKETING, MEDIA AND SEO

- 27.1 Marketing, advertising, content, social media and SEO outcomes depend on market conditions, audience response, competition, algorithms, platform policies, media inventory, budgets and Client execution. AESION does not guarantee rankings, reach, leads, conversions, revenue, return on advertising spend or any specific commercial result.
- 27.2 Media spend and platform charges are separate from AESION's Fees unless expressly included.
- 27.3 The Client must approve material claims, offers, targeting parameters, regulated content, promotional terms and final campaigns. The Client is responsible for substantiation and legal compliance of claims concerning its products or services.
- 27.4 Platforms may reject, restrict, suspend or remove accounts, campaigns or content. AESION will provide reasonable assistance within scope but is not responsible for platform decisions outside its control.
- 27.5 SEO work does not include control over search engine indexing, ranking systems, competitors, previous penalties, site history or third-party links.
- 27.6 Unused monthly capacity expires at the end of the relevant service period unless the Order Document expressly permits carry-forward.

28. WEBSITES, APPLICATIONS AND DIGITAL PRODUCTS

- 28.1 Browser, device, operating system, display, accessibility and performance support is limited to the versions, standards and environments stated in the Order Document. Reasonable visual or functional variation across environments is not a defect.
- 28.2 Content population, data migration, accessibility conformance, analytics, cookie controls, localisation, app store submission, ongoing support and maintenance are included only if expressly stated.
- 28.3 The Client must test and approve the Deliverable in its intended environment during the acceptance period.
- 28.4 App stores, payment providers, hosting providers and other platforms may impose separate review, technical and commercial requirements. AESION does not guarantee approval or continued availability.

- 28.5 Following launch or expiry of the warranty period, maintenance, updates, compatibility changes, content changes, security monitoring and support are additional Services unless covered by an active support plan.

29. CUSTOM SOFTWARE, AUTOMATION, SYSTEMS AND IT

- 29.1 Requirements, integrations, environments, performance targets, data volumes, security requirements and acceptance criteria must be stated in the Order Document. Any item not stated is outside scope.
- 29.2 Software may depend on Third-Party Materials, APIs, models, platforms and infrastructure that can change or be discontinued. Work required to address a third-party change after acceptance is additional unless covered by an active support plan.
- 29.3 AESION will use reasonable professional practices but does not warrant that software, automation, infrastructure or security controls will be error-free, uninterrupted, invulnerable or suitable for an unstated purpose.
- 29.4 The Client is responsible for business continuity, backups, access management, end-user conduct, internal policies and operation of its environment after handover.
- 29.5 Unless expressly agreed, Services are not designed or certified for safety-critical, life-support, emergency response, medical diagnosis, autonomous transport, weapons, critical infrastructure, regulated financial decision-making or any use where failure could reasonably cause death, personal injury or severe physical damage.
- 29.6 Software support, maintenance, incident response, monitoring, service levels and recovery commitments apply only if stated in an active service schedule.
- 29.7 A defect is a reproducible failure to meet an express accepted requirement. A new requirement, improvement, changed workflow, data correction, performance increase or third-party compatibility change is not a defect.

30. HOSTING, DOMAINS, ACCOUNTS AND CLOUD SERVICES

- 30.1 Hosting, domains, certificates, email, cloud services, accounts and licences are subject to third-party terms and renewal cycles.
- 30.2 Where practicable, material Client accounts should be registered in the Client's name. If AESION administers an account on the Client's behalf, the Client must provide accurate ownership information and maintain current payment methods.
- 30.3 The Client is responsible for renewals after handover unless an active management service expressly includes renewal administration.
- 30.4 AESION is not responsible for loss caused by an expired service, lapsed payment method, Client credential compromise, third-party outage or Client failure to follow a renewal or security notice.

- 30.5 Administrative access and transferable credentials under AESION's control will be handed over after full payment, subject to third-party restrictions and reasonable security verification.

31. PHYSICAL PRODUCT DESIGN AND PRODUCTION

- 31.1 Product concepts, renderings, mockups and prototypes are development materials. They are not a warranty that a product is safe, manufacturable, compliant, fit for market or suitable for mass production.
- 31.2 Engineering analysis, materials testing, tooling, certification, patent clearance, regulatory approval, factory audit, quality control, product liability review and manufacturing supervision are included only if expressly stated.
- 31.3 The Client is responsible for final product specifications, safety, warnings, labelling, testing, certification, manufacturing, distribution, recalls and legal compliance unless an Order Document expressly allocates a responsibility to AESION.
- 31.4 AESION is not responsible for manufacturing variation, supplier substitution, factory workmanship or production defects outside AESION's reasonable control.

PART F. RISK, LIABILITY AND DISPUTES

32. WARRANTIES

- 32.1 AESION warrants that it will perform the Services with reasonable skill and care consistent with generally accepted professional practice for the relevant Services.
- 32.2 Each party warrants that it has authority to enter the Agreement and perform its obligations.
- 32.3 Except for express warranties in the Agreement and rights that cannot lawfully be excluded, the Services and Deliverables are supplied as is. AESION excludes implied warranties, conditions and representations, including merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability and achievement of commercial results.
- 32.4 If a mandatory warranty applies, AESION's liability will be limited, where lawful, to re-performing the affected Services or paying the reasonable cost of re-performance.

33. THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS

- 33.1 If a third party makes a credible claim that an original element of a fully paid final Deliverable created by AESION infringes its intellectual property right, the Client must promptly notify AESION, provide reasonable cooperation and allow AESION to control the response and settlement.
- 33.2 AESION may at its option obtain a right for continued use, modify or replace the affected element, or terminate the licence to the affected element and refund the professional Fees reasonably attributable to it.
- 33.3 AESION has no obligation under this section to the extent a claim arises from Client Materials, Client instructions, unauthorised use or modification, combination with items not supplied by AESION, use outside the agreed purpose, continued use after notice, Third-Party Materials or an AI-assisted element that the Client required AESION to use after disclosure of a material risk.
- 33.4 This section states the Client's exclusive contractual remedy for a third-party intellectual property claim relating to a Deliverable, subject to rights that cannot lawfully be excluded.

34. LIMITATION OF LIABILITY

- 34.1 Nothing in the Agreement excludes or limits liability to the extent it cannot lawfully be excluded or limited.
- 34.2 To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, savings, opportunity, goodwill, reputation, anticipated benefit or data, whether direct or indirect.

- 34.3 AESION is not liable for loss caused by Client Materials, Client instructions, Client delay, unauthorised changes, Third-Party Materials, third-party platforms, cyber events not caused by AESION's failure to use reasonable care, or use of a Deliverable outside the agreed purpose.
- 34.4 To the fullest extent permitted by law, AESION's total aggregate liability arising from an engagement, whether in contract, tort, negligence, statute, indemnity or otherwise, will not exceed the professional Fees paid or payable under the affected Order Document during the 12 months before the event giving rise to the claim. If the affected engagement has a duration of less than 12 months, the cap is the total professional Fees paid or payable under that Order Document.
- 34.5 The liability cap does not limit the Client's obligation to pay amounts due, liability for the Client's misuse of AESION's intellectual property, or the Client's indemnity for Client Materials, unlawful instructions or unlawful use.
- 34.6 Each party must take reasonable steps to mitigate any loss and may not recover more than once for the same loss.
- 34.7 A claim must be commenced within 12 months after the claimant became aware, or should reasonably have become aware, of the facts giving rise to it, except where a shorter or longer period is required by law.

35. COMPLIANCE, ETHICS AND RESTRICTED WORK

- 35.1 Each party must comply with applicable anti-bribery, anti-corruption, sanctions, export control, modern slavery and anti-money laundering laws relevant to the engagement.
- 35.2 The Client must not ask AESION to create, conceal, facilitate or promote unlawful, deceptive, discriminatory, infringing, unsafe or malicious conduct.
- 35.3 AESION may decline work that conflicts with law, professional ethics, platform rules, personnel safety or AESION's legitimate reputational interests.
- 35.4 The Client must not use Deliverables or Services to develop malware, evade security controls, unlawfully surveil individuals, manipulate protected processes, violate human rights or cause material harm.

36. FORCE MAJEURE

- 36.1 A party is not liable for delay or failure to perform an obligation, other than a payment obligation for Services already supplied, to the extent caused by an event beyond its reasonable control that it could not reasonably have foreseen, avoided or overcome.
- 36.2 Such events may include natural disaster, epidemic, pandemic, war, terrorism, civil disorder, government action, sanctions, labour disruption, utility or telecommunications

failure, major cyber incident, cloud or platform failure, fire, flood, transport interruption and failure of a critical supplier caused by such an event.

- 36.3 The affected party must notify the other party promptly, use reasonable efforts to mitigate the effect and resume performance when reasonably possible.
- 36.4 Timelines will be extended for the period reasonably affected. If the event materially prevents performance for more than 60 consecutive days, either party may terminate the affected unperformed Services by notice. The Client must pay for Services performed and authorised non-cancellable commitments made before termination.

37. GOVERNING LAW AND DISPUTE RESOLUTION

- 37.1 The governing law and forum stated in the applicable Order Document apply to that engagement.
- 37.2 If the Order Document is silent, the Agreement is governed by the law of the place in which the Contracting Entity is incorporated, without regard to conflict of law rules. The courts having territorial jurisdiction over the Contracting Entity's registered office have exclusive jurisdiction.
- 37.3 Before commencing formal proceedings, a party must give written notice describing the dispute. Senior representatives must attempt in good faith to resolve it for at least 20 Business Days.
- 37.4 Nothing prevents a party from seeking urgent interim or protective relief for confidentiality, data security, intellectual property, non-payment or preservation of evidence.
- 37.5 Mandatory laws, public policy rules and rights that cannot be excluded continue to apply.

38. NOTICES

- 38.1 A contractual notice must be in writing and sent to the email address, registered address or project contact stated in the Order Document, or to an updated address notified in writing.
- 38.2 An email notice is deemed received when it enters the recipient's information system without a delivery failure notice, provided that a notice sent outside normal business hours is treated as received on the next Business Day.
- 38.3 Routine project communications, approvals and change requests may be sent through an agreed project platform.

39. GENERAL

- 39.1 The parties are independent contractors. The Agreement does not create a partnership, joint venture, fiduciary relationship, employment relationship, franchise or agency.

- 39.2 The Client may not assign or transfer the Agreement without AESION's prior written consent, not to be unreasonably withheld. AESION may assign the Agreement to an AESION Group entity or as part of a genuine merger, reorganisation or transfer of business, provided that the assignee can perform the relevant obligations.
- 39.3 A failure or delay in exercising a right is not a waiver. A waiver must be in writing and applies only to the specific matter stated.
- 39.4 If a provision is invalid or unenforceable, it will be interpreted or reduced to the minimum extent necessary to make it enforceable. If that is not possible, it will be severed without affecting the remaining provisions.
- 39.5 The Agreement constitutes the entire agreement concerning its subject matter and replaces prior proposals, discussions, representations and understandings relating to that engagement. This does not exclude liability for fraud or fraudulent misrepresentation.
- 39.6 The Agreement may be signed or accepted electronically and in counterparts. Electronic records, approvals and signatures may be used as evidence of agreement.
- 39.7 AESION may update the Website-use provisions of these Terms by publishing a revised version. A material change to an active engagement applies only if agreed in writing or required by law.
- 39.8 Headings assist navigation and do not limit interpretation. Words such as including and includes are illustrative and do not limit the words before them.
- 39.9 The English version controls if a translation differs, unless applicable law requires otherwise.

PART G. WEBSITE USE

40. WEBSITE CONTENT AND INTELLECTUAL PROPERTY

- 40.1 Website content is provided for general information and presentation of AESION's capabilities. It is not professional advice, a binding scope, a warranty or a commitment to accept an engagement.
- 40.2 AESION or its licensors own all intellectual property in the Website and its content, including text, graphics, interface design, code, animations, audio, video, case studies and brand assets.
- 40.3 The user may view and make a reasonable internal copy of public Website content for evaluating AESION's Services. No other right is granted.
- 40.4 Without prior written consent, a user must not reproduce, republish, scrape, frame, mirror, sell, train a model on, create a dataset from, reverse engineer, remove notices from or commercially exploit Website content.

41. ACCEPTABLE WEBSITE USE

- 41.1 A user must not interfere with the Website, attempt unauthorised access, introduce malicious code, conduct automated extraction, overload infrastructure, impersonate another person, submit unlawful material or use the Website in a way that infringes rights or harms AESION or others.
- 41.2 AESION may restrict or block access where it reasonably believes a user has breached these Terms or presents a security, legal or operational risk.

42. WEBSITE AVAILABILITY, LINKS AND ENQUIRIES

- 42.1 AESION may change, suspend or withdraw any part of a Website without notice. AESION does not guarantee continuous, secure or error-free availability.
- 42.2 Links to third-party sites and embedded third-party content are provided for convenience. AESION does not control or endorse them and is not responsible for their content, availability, privacy or security.
- 42.3 Information submitted through an enquiry form is governed by the applicable Privacy Policy. The user must provide accurate information and must not submit sensitive or regulated data unless requested through an approved secure channel.
- 42.4 AESION may accept or decline an enquiry in its discretion. No confidentiality obligation arises from unsolicited information submitted before AESION agrees in writing to receive it confidentially, although personal data will be handled under the applicable Privacy Policy.

43. CONTACT AND CONTRACTING ENTITY INFORMATION

- 43.1 The Contracting Entity for a paid engagement is identified under section 2.9 and in the applicable Order Document.
- 43.2 The operator of the relevant Website and the channel for privacy or legal notices are identified in the Website's Privacy Policy or legal notice.
- 43.3 General enquiries may be submitted through the enquiry form published on the Website.

END OF TERMS