

**GP STRATEGIES**  
**BESPOKE CONTENT SERVICES AGREEMENT**  
**Standard Terms and Conditions Schedule**

This Bespoke Content Services Agreement is between the GP Strategies Affiliate (defined below) and the purchasing customer (“**Client**”) who has requested various services (“**Services**”) from GP Strategies as specified in the Sales Order Form (as defined below) and describes the terms and conditions pursuant to which GP Strategies will provide such Services to the Client. In this Agreement, the Client and GP Strategies are collectively referred to as the “**Parties**” and individually as a “**Party**”.

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

“**Affiliate**” mean (a) any and all entities, now or in the future, that control, are controlled by or are under common control with GP Strategies Corporation and/or GP Strategies Ltd, where “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise, and (b) such other entities as agreed to by the parties in a Project Schedule. The term “**GP Strategies**” means individually, and collectively, GP Strategies Corporation and its Affiliates.

“**Acceptance**” shall mean acceptance of the Deliverables by the Client in accordance with Clause 2.3.

“**Agreement**” means this agreement entered into between GP Strategies and the Client, comprising a Sales Order Form and this Standard Terms and Conditions Schedule.

“**Charges**” means the total fees payable for the Services (including any applicable license fees) as specified in a Sales Order Form, or as otherwise may be agreed between the Parties in writing.

“**Client Materials**” means any materials, as may be set out in a Sales Order Form or otherwise agreed between the parties that Client provides to GP Strategies to be incorporated into the Deliverables, including but not limited to Client logos, trademarks, images, video content, corporate information, specific training or learning content and/or other information relating to Client’s business, as well as any third party materials which Client may provide to GP Strategies for inclusion in the Deliverables. The Client warrants that it owns or otherwise has all rights in the Client Materials required to grant GP Strategies the associated rights regarding the Client Materials as included in this Agreement.

“**Deliverables**” refers to any content or output delivered to the Client as part of the Services. This may include but is not limited to: project documentation in printed or on-line format, training events, consultancy, on-line materials, video, audio, photographs, software, computer code, computer hardware, media devices, or any other item as defined in the respective Sales Order Form.

“**Intellectual Property Rights**” (“**IPRs**”) means patents, unpatented inventions, designs and design rights, copyright (including, without limitation, rights in computer software), database rights, topography rights, domain names, trademarks, service marks, trade names, rights in trade secrets, know-how including applications and the right to apply for the foregoing and all other intellectual property rights of any nature whatsoever, and all rights of a similar nature or having similar effect, throughout the world whether registered or unregistered.

**“Modifications”** means any changes to the Deliverables which require an amendment to the Sales Order Form. Modifications shall be requested and undertaken under the terms of Clause 5 (Change Control).

**“Sales Order Form”** shall either mean a Sales Order Form, a sales proposal, a statement of work, or any other such document agreed between the parties, referencing this Agreement.

**“Services”** means the services to be provided by GP Strategies to the Client under each respective Sales Order Form, a Statement of Work (“SOW”) and this Agreement.

## **2 SERVICES**

2.1 GP Strategies shall commence the Services as specified in the Sales Order Form or as may be otherwise agreed by the Parties in writing. A Sales Order Form is agreed by mutual agreement between the Parties and can be in physical form or in electronic or click-wrap form. This Agreement shall come into effect upon the execution of the Sales Order Form, which may be executed digitally. Where there is any discrepancy between a Sales Order Form and the remainder of this Agreement, the Sales Order Form shall take precedence.

2.2 GP Strategies shall use its reasonable endeavours to complete the Services in accordance with any timetable specified in the Sales Order Form, however, time is not of the essence and any time stated for completion or delivery shall not be a term of this Agreement but shall be an estimate only. No warranty as to the time of completion or delivery is given by GP Strategies, and GP Strategies shall not be liable, for any loss or damage occasioned by delay in delivery howsoever caused.,.

2.3 The Client shall each time test and provide GP Strategies with its feedback promptly on delivery of Deliverables by GP Strategies, and Deliverables shall be accepted by the Client upon the first occurrence of the following:

- (I) Use by Client of the Deliverables in a production environment; or
- (II) Written acknowledgement (email accepted) by Client that the Deliverables conform with the specifications agreed in the respective Sales Order Form (“Acceptance Criteria”); and/or
- (III) The passage of 10 days from delivery by GP Strategies without written notice from Client that the Deliverables do not meet the Acceptance Criteria and stating the non-conformities.

2.4 The Client may only reject Deliverables if they do not comply with the Acceptance Criteria. Where the Client does not accept the Deliverables in accordance with clause 2.3, it shall provide GP Strategies written notice of this within 10 days from delivery and stating and demonstrating the non-conformities, and GP Strategies shall correct the non-conformities and resubmit the Deliverables to the Client for its Acceptance as soon as practicable.

2.5 The Deliverables are intended to be used for educational purposes only, and do not act as a substitute for the primary legislation or regulatory or other publications. The Deliverable explicitly do not constitute, nor displace the need for, legal advice. It is therefore the Client’s responsibility to check that the Product meets its particular requirements and seek appropriate professional advice as deemed needed.

2.6 GP Strategies is not authorized to conduct regulated activities in the United States or any other jurisdictions. The Client agrees that it will not use the Deliverable in such a way

that either of the parties will be conducting unauthorized regulated activities or otherwise act in contravention of any of the provisions of any applicable financial services laws or regulations.

### **3 CHARGES**

3.1 The Client will pay the Charges and any additional sums which are agreed by the Parties for the provision of the Services within thirty (30) days of the date of GP Strategies' invoice, unless otherwise agreed in writing. If Customer requires a purchase order (P.O.), it shall be provided when the Sales Order Form or SOW is signed. In no event shall Client's failure or delay in providing a P.O. alter its payment obligations under the relevant Sales Order Form or SOW.

3.2 For fixed price work, GP Strategies shall invoice the Client for the Services in accordance with such payment plan as may be detailed in the respective Sales Order Form or as otherwise agreed. Charges for all other work will be payable monthly in arrears on a time and materials basis at GP Strategies then current applicable day rate, or the rate otherwise agreed to by the Parties in the applicable Sales Order Form or SOW.

3.4 GP Strategies shall be entitled to charge interest on late payments on undisputed invoices from the due date payable at the rate of 2% per annum above the base rate for the time being of Barclays Bank PLC applicable after as well as before any judgement. This interest will accrue on a daily basis and will be payable on demand.

3.5 All fees are exclusive of sales taxes, which shall be paid by the Client at the then prevailing rate.

### **4 CLIENT'S OBLIGATIONS**

4.1 To enable GP Strategies to perform its obligations under this Agreement the Client shall:

- (I) Co-operate with and provide GP Strategies, in a timely manner, with any reasonable information required by GP Strategies;
- (II) Not delay or carry out any actions or inactions which may lead to a delay in the project timescales and to comply with such other requirements as may be set out in the Sales Order Form, SOW or as otherwise agreed in writing between the parties; and
- (III) Appoint a suitably competent project manager with the appropriate level of authority to liaise directly with GP Strategies in relation to all issues associate with the Services (and Deliverables) to be provided under this Agreement.

4.2 The Client shall compensate GP Strategies for any expenses incurred by GP Strategies and additional charges accruing as a result of any failure by the Client to comply with Clause 4.1. Where the Client's non-compliance causes a delay to the project, (i) GP Strategies shall not be liable for any losses or damages occasioned by such a delay; (ii) if applicable, the timetable for the delivery of the Services and/or Deliverables will be modified accordingly; and (iii) GP Strategies shall notify the Client at the same time if it intends to make any claim for additional costs or fees.

4.3 Without prejudice to any other rights or remedies to which GP Strategies may be entitled, if the Client terminates, cancels or suspends, for reasons other than those detailed

in Clause 9 (Termination), part or all of the Services, then the Client shall be required to pay to GP Strategies any monies due a for the work carried out by GP Strategies up to the termination date and/or for costs incurred by GP Strategies as a result of such suspension as appropriate, including any committed and unreimburseable costs entered into by GP Strategies.

## **5 CHANGE CONTROL**

5.1 If, during the term of this Agreement, the Client wishes to request Modifications, then the Client shall provide GP Strategies with written particulars of such Modifications and any other information as GP Strategies may reasonably require.

5.2 GP Strategies shall then submit, to the Client within the timeframe agreed to by the Parties, a full written response including the feasibility, price and programme timescales for such Modifications. GP Strategies shall not be obliged to submit a written quotation and if it elects not to do so, this Agreement shall continue in force unchanged. However GP Strategies hereby agrees not to unreasonably decline to submit a written quotation and shall in any event give its reasons in writing for declining to do so.

5.3 Upon receipt of such quotation the Client may elect either:

- (I) to accept such quotation in which case a Sales Order Form amendment will be agreed between the Parties;
- (II) to withdraw the proposed Modifications to the Deliverables in which case this Agreement shall continue in force unchanged, subject to Clause 5.4 below; or
- (III) to discuss further with GP Strategies the Modifications.

5.4 If the Client's request for such Modifications to the Deliverables is subsequently withdrawn but results in a delay in the provision of the Deliverables, then GP Strategies shall not be liable for such a delay and shall be entitled to an extension of time necessary for performing its obligations as a consequence of the delay together with reimbursement by the Client of any additional costs incurred by GP Strategies and payment of any additional charges as a result of the delay.

## **6 WARRANTY AND GENERAL INDEMNITY**

6.1 GP Strategies warrants that the Services and Deliverables shall be performed using reasonable skill and care, shall be of a quality conforming to generally accepted industry standards and practices and shall conform with the requirements of this Agreement and the applicable SOW. GP Strategies does not warrant that the operation of the output of the Services or Deliverables will be uninterrupted or error-free.

6.2 GP Strategies further warrants that the Services and Deliverables will not, as delivered, violate or infringe any Intellectual Property Right of any third party throughout the world; will not contain any data or other information that is false or misleading; will be free and clear of any liens, claims, charges, debts or other encumbrances. Notwithstanding the foregoing, GP Strategies makes no warranty and GP Strategies shall have no liability with respect to Client's Confidential Information, Client Materials or Client's Intellectual Property.

6.3 Without prejudice to Clauses 6.1 and 6.2, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are

hereby excluded in relation to the Services and Deliverables to be provided by GP Strategies.

6.4 GP Strategies agrees to indemnify and hold Client harmless from and against any loss, damage, liability, claim, demand, cost, suit, judgment, and expense (including reasonable attorneys' fees) arising out of: (i) any breach of the warranties set forth above or (ii) GP Strategies' gross negligence or willful misconduct. Notwithstanding the forgoing, GP Strategies shall have no obligation to indemnify or hold harmless Client from or against any loss, damage, liability, claim, demand, cost, suit, judgment, and expense arising out of, resulting from, or is relating to the negligent, fraudulent, or criminal acts or omissions, or willful misconduct, of Client, its employees, directors, officers, agents or subcontractors.

## **7 PERSONNEL**

GP Strategies shall perform the Services using such personnel as it considers suitably qualified. GP Strategies intends to maintain continuity of personnel throughout the provision of the Services but reserves the right at any time to vary personnel upon reasonable notice. Nothing in this Agreement shall operate so as to prevent GP Strategies from assigning GP Strategies personnel involved in the performance of the Services to the provision of similar services for third parties, or in any way to restrict GP Strategies's use of such personnel.

## **8 LIMITATION OF LIABILITY**

8.1 Neither Party excludes or restricts liability for:

- (I) death or personal injury sustained by any employee, agent or subcontractor of the other Party to the extent that its own negligence or that of its employees, agents or subcontractors causes such death or personal injury; or
- (II) fraud or fraudulent misrepresentation.

8.2 This Clause 8 shall apply to all liability of GP Strategies in connection with or in relation to the subject matter of this Agreement howsoever arising and whether liability arises in contract, tort or otherwise and whether resulting from any breach of GP Strategies' obligations under this Agreement or from any act, omission, statement, advice or recommendation, whether negligent or not, of its employees agents or subcontractors, and whether or not the loss or damage had been foreseeable.

8.3 Subject to Clause 8.1, the aggregate liability of GP Strategies under this Agreement (including any liability for the acts or omissions of its employees, agents and sub-contractors and including under any indemnity obligation to the extent permitted by law) will be limited to the amount of the fees paid under this Agreement for the Services giving rise to the cause of action. In no event will either Party be liable to the other for loss of profits or damages arising from loss of data or any special, indirect or consequential damages.

8.4 Notwithstanding clause 8.3, no limit on liability will apply to claims for (a) death or personal injury; (b) infringement of intellectual property rights; (c) violation of law; (d) gross negligence or intentional misconduct (e) breach of confidentiality and (f) any other liability which cannot be lawfully excluded or limited. This Clause 8 sets forth GP Strategies' complete and entire liability to Client, its assignees, and any related entities with respect to the Services and Deliverables and its use in practice by Client. Client assumes full responsibility for all losses, costs, liabilities, or expenses (including reasonable attorney's fees), arising out of, or based on its use or its customers' use of the Services and

Deliverables.

8.5 GP Strategies is not authorized to conduct regulated activities in the United Kingdom or any other jurisdictions around the world. The Client agrees that it will not use the Services in such a way that either of the Parties will be conducting unauthorized regulated activities or otherwise act in contravention of any of the provisions of the Financial Services and Markets Act 2000 (as amended or superseded from time to time). GP Strategies shall not be liable for the Client's breach of this Clause 8.4 and shall indemnify, defend and hold GP Strategies harmless for any loss, .

## **9 TERMINATION**

9.1 Either Party may terminate this Agreement or a Sales Order Form forthwith by notice in writing to the other if:

- (I) the other Party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 30 days of written notice from the other Party to do so;
- (II) the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- (III) the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- (IV) the other Party ceases to carry on its business or substantially the whole of its business; or
- (V) the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9.2 Notice of termination of any Project Schedule shall not be considered notice of termination of this Agreement unless specifically stated in the notice; provided, however, that any termination of this Agreement shall automatically terminate all Project Schedules.

9.3 Termination of this Agreement shall not affect the right of GP Strategies to be paid for all and any Services and Deliverables provided by it prior to the date of termination.

## **10 INTELLECTUAL PROPERTY RIGHTS (IPR)**

10.1 Unless otherwise agreed, the IPR in all Deliverables created specifically and exclusively for the Client and applicable solely to the Client's requirements pursuant to this Agreement shall vest in the Client upon payment in full of all sums due to GP Strategies.

10.2 The IPR in all other Deliverables whether developed or modified using pre-existing code, information, software or using code developed not only for the Client but for, or in contemplation of other clients, shall remain vested in GP Strategies (or its licensors), who shall on payment of all sums due to GP Strategies grant a perpetual non-exclusive, non-transferrable, limited license to the Client to use the same free of further charge or such other type of license as may be specified in the relevant Sales Order Form.

10.3 Any existing proprietary code, assets or content previously developed by GP Strategies shall remain the absolute property of GP Strategies.

10.4 If any Deliverables contain any third-party Intellectual Property Rights, GP Strategies warrants to have sufficient rights in such third-party Intellectual Property Rights to grant Client the rights granted herein, and shall require the Client to agree to the inclusion of such assets, code or content in any Deliverables as defined in the Sales Order Form. The Client shall be liable for any fees, licenses or other associated costs, if any, as included in the Sales Order Form.

10.5 The Client warrants to GP Strategies that it has obtained all necessary licenses, rights and consents to allow GP Strategies' use of the Client Materials. Client shall indemnify, defend and hold GP Strategies, its employees, officers, directors, Affiliates, agents and subcontractors harmless against any third-party claims arising from such use of the source content by GP Strategies.

## **11 FORCE MAJEURE**

Neither Party shall be liable for any delay or failure to perform (excluding Client's failure to pay GP Strategies) any of its obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control and not caused by the non-performing Party's actions or omissions, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or Services, and the relevant Party shall be entitled to a reasonable extension of its obligations under this Agreement after notifying the other Party of the nature and extent of such events.

## **12 CONFIDENTIALITY**

12.1 GP Strategies and the Client shall keep in confidence any information obtained from the other under this Agreement whether or not designated as confidential by the disclosing Party and shall not divulge the same to any person (other than their own employees, affiliates, subcontractors and professional advisors (each a "Recipient") who need to know the information) without the consent of the other Party.

12.2 The receiving Party shall ensure that each Recipient is made aware of, and complies with the receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

12.3 This Clause 13 shall not apply to information which is:

- (I) in the public domain other than in breach of this Agreement;
- (II) in the possession of the receiving party before such divulgence has taken place;
- (III) obtained from a third party who is free to divulge the same; or
- (IV) disclosed by the receiving party to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time.

12.4 The provisions of this Clause shall survive termination of the Agreement regardless of the reason for such termination.

12.5 The Parties agree that a violation of this Clause 13 may cause irreparable harm to the disclosing Party for which monetary damages may be inadequate and injunctive relief may be

available for a breach of this Clause.

### **13 GENERAL**

13.1 GP Strategies and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

13.2 Neither Party will assign this Agreement (or any benefits or interests arising under this Agreement) without the prior written consent of the other Party (which will not be unreasonably withheld or delayed) except that assignments to Affiliates or successors in interest, shall be permitted. Any attempted assignments not permitted hereunder shall be void and of no force and effect. GP Strategies shall be entitled to subcontract any of its obligations under this Agreement, provided that it shall remain responsible for the acts and omissions of its subcontractors.

13.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

13.4 The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.5 Any notice to be given by either Party to the other hereunder may be served by email, fax, personal service or by post to the addresses detailed above and/or in the relevant Project Schedule. If the notice is sent by email it shall, unless the contrary is proved, be deemed to be received on the day it was sent, if sent by fax, it shall be deemed to be served on receipt of an error free transmission report, if given by letter it shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post. Copies of all notices sent to GP Strategies shall be emailed to: [gplegalnotices@gpstrategies.com](mailto:gplegalnotices@gpstrategies.com).

### **14 ENTIRE AGREEMENT**

14.1 This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both Parties. This Agreement shall govern the relationship between GP Strategies and the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under, or which may be included or referenced in, any purchase order for the provision of services, confirmation of order or otherwise.

14.2 Where an express, written amendment is made in the Sales Order Form to this Standard Terms and Conditions Schedule, this Standard Terms and Conditions Schedule shall be deemed amended as appropriate.

14.3 No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy and each and every such remedy will be cumulative and will be in



addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

14.4 Each Party shall observe the highest standard of business ethics and all applicable laws and regulations, including without limitation the Foreign and Corrupt Practices Act, regarding the giving/receiving of bribes, gifts and gratuities. Each Party shall avoid any conflict of interest, or any appearance of a possible conflict of interest, or other improper dealings.

14.5 This Agreement shall be governed by and construed in accordance with the law of the State of Maryland, Howard County Courts if the Agreement is executed and performed in the Americas and in all other instances the laws of England and the English courts shall apply. The Parties hereby submit to the exclusive jurisdiction of said courts.