

SYNAPSE SERVICES LTD

SERVICES AGREEMENT

Electronic acceptance via clickwrap

This Agreement is designed for electronic acceptance via clickwrap. By clicking **“I Accept”** or **“I Agree”** on the Synapse online platform, you acknowledge that you have read, understood, and agree to be bound by this Services Agreement. This electronic acceptance constitutes your legally binding signature and creates an enforceable contract between the Client (as defined below) and Synapse Services Ltd.

Parties

Provider: Synapse Services Ltd (company number 16813525), whose registered office is at Unit 11, Flamingo Court, 81 Crampton Street, London, SE17 3BF (“Synapse”, “we”, “us”, “our”).

Client: the body corporate, limited liability partnership, partnership or other business entity on whose behalf this Agreement is accepted (the “Client”, “you”, “your”). By accepting this Agreement, you confirm that the Client is a business entity (and not an individual or sole trader acting in a personal capacity) and that you are an authorised representative of the Client with full authority to bind it to this Agreement.

Background

- (A) Synapse operates an AI-powered technology platform that provides structured risk analysis, contract review, and intelligence services to corporate clients.
- (B) The Client wishes to engage Synapse to provide the Services (as defined below) on the terms set out in this Agreement, on a pay-per-contract basis ordered through the Synapse platform.
- (C) Synapse is not authorised or regulated by the Solicitors Regulation Authority (SRA) and therefore not a law firm. It does not provide regulated legal advice within the meaning of the Legal Services Act 2007. The Services comprise technology-enabled risk analysis, contract review, and intelligence services. Where the Client requires regulated legal advice, it should instruct a UK-qualified solicitor independently.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Agreement” means this services agreement, including any order placed by the Client through the Synapse platform;

“Business Day” means a day other than a Saturday, Sunday, or public holiday in the United Kingdom;

“Confidential Information” means all information (whether written, oral, visual, or in electronic form) disclosed by or on behalf of one party to the other in connection with this Agreement, or otherwise obtained by one party in connection with the Services, that is marked as confidential, designated as such, or that ought reasonably to be considered confidential given its nature or the circumstances of disclosure, including (without limitation) the Client’s contracts, contract terms, and negotiation positions; counterparty identities and deal terms; corporate governance documents; financial information, forecasts, budgets, and pricing; business strategies and plans; technical and product information; and any information derived from any of the foregoing;

“Contract” means a commercial contract submitted by the Client to Synapse for review, negotiation or drafting under this Agreement;

“Dashboard” means the Synapse web-based platform through which the Client submits Contracts, accesses Deliverables, and manages its account;

“Data Protection Legislation” means all applicable laws and regulations relating to the processing of Personal Data in force in the United Kingdom from time to time, including (a) the UK GDPR; (b) the Data Protection Act 2018; and any laws that replace, extend, re-enact or consolidate any of the foregoing;

“Deliverables” means the outputs to be delivered by Synapse in respect of each Contract, as described in clause 2 and ordered through the Dashboard;

“Effective Date” means the date on which the Client first accepts this Agreement by clickwrap on the Synapse platform;

“Fees” means the fees payable by the Client as set out in clause 5 and the Schedule (Fees);

“Intellectual Property Rights” means patents, trade marks, service marks, design rights, copyright, database rights, rights in know-how, rights in confidential information, and all other intellectual property rights of any kind, in each case whether registered or unregistered and including applications for the foregoing;

“Personal Data”, “Data Controller”, “Data Processor”, “Data Subject”, “processing”, and “Personal Data Breach” shall have the meanings given to them in the Data Protection Legislation;

“Platform Intelligence” has the meaning given in clause 6.5;

“Services” means the contract review, negotiation, and drafting services to be provided by Synapse under this Agreement as described in clause 2;

“Sub-processor” means any third party engaged by Synapse to process Personal Data on behalf of the Client; and

“Synapse IP” has the meaning given in clause 6.4.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to clauses and the Schedule are to clauses of, and the Schedule to, this Agreement;
- (b) references to a “person” include any individual, company, partnership, or unincorporated body;
- (c) headings are for convenience only and shall not affect interpretation;
- (d) words in the singular include the plural and vice versa; and
- (e) a reference to a statute or statutory provision includes any subordinate legislation made under it and any modification or re-enactment of it.

2. SERVICES

2.1 Synapse shall provide the Services to the Client with reasonable skill and care in accordance with the terms of this Agreement.

2.2 The Services comprise the review and negotiation of the Client’s commercial contracts and, where ordered, the drafting of new commercial contracts. The Services do not include litigation, court representation, contentious matters, or any other reserved legal activity within the meaning of section 12 of the Legal Services Act 2007.

2.3 The Services are delivered using a combination of artificial intelligence (AI) technology and legal human review. AI is used to assist with extraction, analysis, and first-pass review of documents and data. All Deliverables are reviewed by a qualified professional before delivery to the Client. Synapse is responsible for the quality of the Deliverables.

2.4 Synapse shall perform the Services remotely.

2.5 Synapse shall maintain professional indemnity insurance appropriate to the nature and scope of the Services for the duration of this Agreement.

2.6 Not a law firm; no solicitor–client relationship. The Client acknowledges and agrees that: (a) Synapse is not a law firm and is not authorised or regulated by the Solicitors Regulation Authority or any other legal services regulator; (b) the Services do not constitute regulated legal advice within the meaning of the Legal Services Act 2007 and no solicitor–client relationship or attorney–client privilege arises by virtue of this Agreement; (c) the Deliverables are intended to support the Client’s internal decision-making and contract management processes; and (d) where the Client requires formal legal advice on specific matters of law, including contentious or complex regulatory issues, it should seek advice from a UK-qualified solicitor.

3. ORDERING AND CLIENT OBLIGATIONS

3.1 The Client may submit Contracts to Synapse for review, negotiation or drafting through the Dashboard. Each submission constitutes an order under this Agreement. Synapse may, acting reasonably, decline to accept any submission, in which case no Fee shall be payable in respect of it.

3.2 The Client shall:

- (a) nominate a single point of contact to manage day-to-day communication and coordination with Synapse;
- (b) provide Synapse with such documents, information, data, and access to personnel as Synapse may reasonably request for the proper performance of the Services, in each case within five (5) Business Days of the request (or such other period as the parties may agree);
- (c) ensure that all information and materials provided to Synapse are, to the best of the Client’s knowledge, accurate and complete in all material respects; and
- (d) obtain and maintain all necessary consents, licences, and permissions required in connection with the Services.

3.3 Synapse shall not be liable for any delay in the performance of the Services, or any deficiency in the Deliverables, to the extent that such delay or deficiency is attributable to the Client’s failure to comply with its obligations under this clause 3.

4. DELIVERABLES AND ACCEPTANCE

4.1 Synapse shall deliver the Deliverables for each Contract with reasonable promptness, having regard to the nature and complexity of the Contract and the Client’s timely provision of information and materials pursuant to clause 3.

4.2 Any indicative timelines communicated by Synapse (whether through the Dashboard or otherwise) are estimates only and shall not be binding on Synapse.

4.3 The Client shall review each Deliverable within five (5) Business Days of delivery (the “Review Period”). If the Client does not notify Synapse of any material deficiency in writing within the Review Period, the Deliverable shall be deemed accepted.

4.4 If the Client identifies a material deficiency during the Review Period, the Client shall provide Synapse with reasonable written particulars of the deficiency, and Synapse shall use reasonable endeavours to remedy it within ten (10) Business Days.

5. FEES AND PAYMENT

5.1 The Client shall pay the Fees set out in the Schedule. All Fees are exclusive of VAT, which shall be payable by the Client at the prevailing rate.

5.2 Synapse will invoice the Client in respect of each Contract upon the earliest of: (a) execution of the Contract by the Client and the relevant counterparty; (b) the Client or its counterparty deciding not to execute the Contract reviewed by Synapse; or (c) thirty (30) days having elapsed since the last communication between the Client and Synapse in respect of the Contract.

5.3 Each invoice shall be payable within fifteen (15) days of the date of invoice.

5.4 Without prejudice to any other right or remedy, if the Client fails to make any payment due under this Agreement by the due date for payment, Synapse shall be entitled to charge interest on the overdue amount at the rate of four per cent (4%) per annum above the Bank of England's base rate from time to time, accruing daily from the due date until the date of actual payment, whether before or after judgment.

5.5 The Client shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction, or withholding (except as required by law).

5.6 Synapse may revise the Fees from time to time by giving the Client not less than thirty (30) days' written notice (which may be given by email or through the Dashboard). Revised Fees shall apply to Contracts submitted by the Client after the effective date of the revision. If the Client does not accept the revised Fees, it may terminate this Agreement in accordance with clause 8 before the revised Fees take effect.

6. INTELLECTUAL PROPERTY

6.1 All Intellectual Property Rights in materials, data, and documents provided by the Client to Synapse shall remain the property of the Client at all times.

6.2 Subject to clauses 6.3 and 6.4, the Deliverables shall, upon payment of the relevant Fees, be licensed to the Client on a non-exclusive, non-transferable, royalty-free basis for the Client's internal business purposes only.

6.3 The Deliverables are accessible through the Dashboard and may not be reproduced, reverse-engineered, or used to develop, train or improve any competing platform or service.

6.4 All Intellectual Property Rights in Synapse's proprietary methodologies, frameworks, algorithms, models, scoring engines, templates, software, and platform infrastructure ("Synapse IP") shall remain the exclusive property of Synapse. Nothing in this Agreement shall operate to transfer or assign any Synapse IP to the Client. The Client grants Synapse a non-exclusive, royalty-free licence during the term of this Agreement to use the Client's materials and data solely to the extent necessary for the performance of the Services.

6.5 The Client acknowledges and agrees that Synapse may derive anonymised and aggregated insights from the performance of the Services, including (without limitation) data relating to clause frequency, deviation patterns, negotiation outcomes, counterparty behaviours, and market benchmarks ("Platform Intelligence"). Platform Intelligence is derived only at the aggregate level across Synapse's client base; no individual Client information shall be included in Platform Intelligence in an identifiable form. Synapse shall be entitled to use Platform Intelligence on a perpetual, irrevocable, royalty-free basis for the purposes of (a) improving, training, and enhancing Synapse's platform, models, algorithms, and service offerings; (b) generating and publishing industry benchmarks and market intelligence; and (c) providing enhanced insights to Synapse's other clients, provided in each case that the Platform Intelligence is anonymised and aggregated such that it does not identify or permit identification of the Client, any counterparty of the Client, or any individual associated with either.

6.6 Subject to clause 7 (Confidentiality), Synapse may identify the Client as a user of the Services by name and logo on its website, marketing materials and in similar customer references, unless the Client notifies Synapse in writing that it does not consent to such use.

7. CONFIDENTIALITY

7.1 Each party (a "Receiving Party") shall: (a) keep the Confidential Information of the other party (the "Disclosing Party") strictly confidential; (b) not disclose the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party; and (c) not use the Disclosing Party's Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement.

7.2 Clause 7.1 shall not apply to Confidential Information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was already in the Receiving Party's possession before

disclosure (as evidenced by written records); (c) is received from a third party who is not under any obligation of confidentiality in respect of it; or (d) is required to be disclosed by law, regulation, or order of a competent court or regulatory authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent permitted by law) and reasonably cooperates with the Disclosing Party's efforts to obtain protective treatment for such information.

7.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to its officers, employees, advisers, and subcontractors who need to know it for the purposes of this Agreement, provided that such persons are bound by obligations of confidentiality. The Receiving Party shall be responsible for any breach of this clause 7 by any such person.

7.4 The obligations of confidentiality in this clause 7 shall survive termination or expiry of this Agreement for a period of three (3) years.

8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this clause 8.

8.2 Either party may terminate this Agreement for convenience at any time by giving written notice to the other (which may be given by email or through the Dashboard). Termination for convenience shall not affect any Contracts in respect of which Services are then in progress, which shall be completed in accordance with this Agreement unless otherwise agreed.

8.3 Either party may terminate this Agreement immediately by giving written notice to the other party if: (a) the other party commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy it within fourteen (14) days of receiving written notice specifying the breach and requiring its remedy; (b) the other party becomes insolvent, enters into liquidation, has a receiver or administrator appointed over any of its assets, enters into any arrangement or composition with its creditors, or suffers any analogous event in any jurisdiction; or (c) the other party ceases or threatens to cease to carry on business.

8.4 Synapse may suspend or terminate this Agreement immediately if it determines that continuing to provide the Services would not be permissible under applicable sanctions, anti-money laundering, anti-corruption, or export control laws.

8.5 Termination of this Agreement shall not affect any rights, obligations, or liabilities of either party that have accrued before the date of termination.

8.6 On termination or expiry of this Agreement for any reason: (a) the Client shall pay all outstanding Fees for Services performed up to and including the date of termination; (b) each party shall promptly return or (at the other party's election) destroy all Confidential Information of the other party in its possession, save to the extent that retention is required by law or regulation; and (c) the Client's licence to the Deliverables under clause 6.2 shall survive in respect of Deliverables for which the relevant Fees have been paid in full.

8.7 Clauses 1, 5 (in respect of accrued Fees), 6, 7, 9, 10, 11, and 12 shall survive termination or expiry of this Agreement.

9. DATA PROTECTION

9.1 Each party shall comply with its obligations under the Data Protection Legislation. The parties acknowledge that the Client is a Data Controller and Synapse is a Data Processor in respect of any Personal Data processed by Synapse on behalf of the Client in connection with the Services.

9.2 Synapse shall, in respect of any Personal Data processed on behalf of the Client:

- (a) process such Personal Data only on and in accordance with the Client's documented instructions (including those given through the Dashboard), unless required to do so by applicable law, in which case Synapse shall (to the extent permitted by law) notify the Client before carrying out such processing;

- (b) not transfer Personal Data outside the United Kingdom or the European Economic Area without the prior written consent of the Client and, where such consent is given, only where appropriate safeguards are in place in accordance with the Data Protection Legislation;
- (c) implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, including encryption of Personal Data in transit and at rest, access controls on a need-to-know basis, audit logging, and regular testing of such measures;
- (d) engage Sub-processors only on terms no less onerous than those set out in this clause 9, remain fully liable to the Client for the acts and omissions of any Sub-processor, and maintain a current list of Sub-processors available to the Client on request;
- (e) promptly notify the Client (and in any event within forty-eight (48) hours) upon becoming aware of any Personal Data Breach affecting Personal Data processed on behalf of the Client, providing reasonable particulars of the nature, likely consequences and measures taken in respect of the breach;
- (f) provide reasonable assistance to the Client in responding to requests from Data Subjects and in ensuring compliance with the Client's obligations under Articles 32 to 36 of the UK GDPR;
- (g) on termination or expiry of this Agreement, at the Client's election, either return or securely delete all Personal Data processed on behalf of the Client (and certify such deletion in writing), save to the extent that retention is required by applicable law; and
- (h) make available to the Client all information necessary to demonstrate compliance with this clause 9 and allow for and contribute to audits and inspections conducted by the Client or its authorised representative, on reasonable prior notice and in a manner that does not unreasonably disrupt Synapse's operations.

9.3 Synapse shall ensure that all personnel with access to Personal Data processed on behalf of the Client are subject to binding obligations of confidentiality.

9.4 Synapse shall not use the Client's Confidential Information, documents, contract data, or Personal Data to train, fine-tune, or otherwise develop any general-purpose or third-party artificial intelligence or machine learning model. This clause 9.4 is without prejudice to clause 6.5 (Platform Intelligence).

9.5 The Client acknowledges that the Services are delivered in part using third-party AI providers whose infrastructure is used to process Client data for the purposes of extraction, analysis, and first-pass review as described in clause 2.3. Such third-party AI providers constitute Sub-processors for the purposes of this clause 9. Synapse shall ensure that all such providers are contractually prohibited from using the Client's data to train or improve their own models and that they are bound by data protection obligations consistent with this clause 9.

10. WARRANTIES

10.1 Each party warrants and represents to the other that: (a) it has full power and authority to enter into and perform this Agreement; and (b) the execution, delivery, and performance of this Agreement will not violate any law, regulation, or agreement by which it is bound.

10.2 Synapse warrants that: (a) the Services will be performed with reasonable skill and care by appropriately qualified personnel; (b) it has all necessary rights to grant the licences contemplated by clause 6; and (c) to the best of its knowledge, the Services and Deliverables will not infringe any third party's Intellectual Property Rights.

10.3 The Client warrants that: (a) it has the right to provide to Synapse all materials, data, and documents furnished in connection with the Services; and (b) the use of such materials by Synapse in accordance with this Agreement will not infringe any third party's rights.

10.4 Except as expressly set out in this Agreement, all warranties, conditions, and terms implied by statute, common law, or otherwise are excluded to the fullest extent permitted by law.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement shall exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.

11.2 Subject to clause 11.1, Synapse's total aggregate liability to the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed an amount equal to one hundred per cent (100%) of the total Fees paid and payable by the Client under this Agreement in the twelve (12) month period immediately preceding the date on which the claim arose.

11.3 Subject to clause 11.1, neither party shall be liable to the other for any: (a) indirect or consequential loss or damage; (b) loss of profits, revenue, business, contracts, or anticipated savings; (c) loss of goodwill or reputation; or (d) loss of or corruption of data, in each case, whether or not such loss or damage was foreseeable, or the party had been advised of the possibility of such loss or damage.

11.4 The Client acknowledges that the Services do not constitute regulated legal advice within the meaning of the Legal Services Act 2007. The Deliverables are intended to support the Client's internal decision-making and contract management processes. Where the Client requires formal legal advice on specific matters of law, including contentious or complex regulatory issues, it should seek advice from a UK-qualified solicitor.

12. GENERAL

12.1 Entire agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations, negotiations, and agreements (whether written or oral) relating thereto.

12.2 Variation. Synapse may amend this Agreement from time to time by giving the Client not less than thirty (30) days' written notice (which may be given by email or through the Dashboard). The Client's continued use of the Services after the effective date of any amendment shall constitute acceptance of the amended terms. If the Client does not accept any amendment, it may terminate this Agreement in accordance with clause 8 before the amendment takes effect. No other variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

12.3 Waiver. No failure or delay by a party in exercising any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy.

12.4 Severability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision shall be deemed deleted. Any modification or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.5 Assignment. The Client may not assign, transfer, subcontract, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Synapse. Synapse may assign or transfer this Agreement to any successor in title or in the context of a corporate reorganisation or change of control.

12.6 No partnership. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, or agency relationship between the parties.

12.7 Third-party rights. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.8 Notices. Any notice given under this Agreement shall be in writing and may be sent by email. Notices to Synapse shall be sent to leila@synapse.legal. Notices to the Client shall be sent to the email address registered on the Client's Dashboard account.

12.9 Force majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable

control, provided that the affected party gives the other party prompt written notice of the force majeure event and uses reasonable endeavours to mitigate its effects.

12.10 Electronic acceptance. By clicking “I Accept” or “I Agree”, the Client consents to entering into this Agreement electronically. Electronic acceptance has the same legal effect as a handwritten signature under the Electronic Communications Act 2000. The Client may download and retain a copy of this Agreement for its records at any time.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

* * *

BY CLICKING “I ACCEPT” OR “I AGREE” ON THE SYNAPSE PLATFORM:

1. you acknowledge that you have read and understood this Agreement in its entirety;
2. you agree to be legally bound by all terms and conditions contained herein;
3. you confirm that you are an authorised representative of the Client with full authority to enter into this Agreement on behalf of the Client;
4. you confirm that the Client is a body corporate, limited liability partnership, partnership, or other business entity (and not an individual or sole trader acting in a personal capacity);
5. you acknowledge that Synapse is not a law firm, is not authorised or regulated by the Solicitors Regulation Authority, and that the Services do not constitute regulated legal advice; and
6. you understand that your electronic acceptance creates a legally binding and enforceable contract between the Client and Synapse Services Ltd.

SCHEDULE

Fees

The Client shall pay Synapse the Fees set out below in respect of each Contract submitted through the Dashboard. All Fees are exclusive of VAT, which shall be payable at the prevailing rate.

Contract type	Fee per contract
Contract review and negotiation — 3 pages or fewer	£150
Contract review and negotiation — between 4 and 20 pages (inclusive)	£500
Contract review and negotiation — more than 20 pages	£10 per page
New contract drafted from scratch	£1,500

Notes on fees

- Page count is measured by reference to the final formatted contract submitted to Synapse. Where a Contract is amended through review and negotiation, the Fee is determined by reference to the page count of the Contract as originally submitted.
- The Fee for Contracts of more than 50 pages is calculated at £10 per page on the entire page count of the Contract.
- Invoicing is in accordance with clause 5.2. Standard practice is to invoice upon execution of the Contract, upon a decision by the Client or the counterparty not to execute the Contract, or after 30 days have elapsed since the last communication between the Client and Synapse regarding the Contract, whichever is the earliest.
- Synapse may revise the Fees in accordance with clause 5.6.