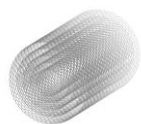




**ADVANCED MEMBERSHIP 2025**

**TERMS & CONDITIONS FOR PROVIDING SERVICES**

**CAMBRIDGE NANOMATERIALS TECHNOLOGY LTD**



CAMBRIDGE  
NANOMATERIALS  
TECHNOLOGY LTD

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**ADVANCED MEMBERSHIP - CAMBRIDGE NANOMATERIALS TECHNOLOGY LTD –  
SERVICES TERMS & CONDITIONS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**Board:** the board of directors of the Company (including any committee of the board duly appointed by it).

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Commencement Date:** Date of the signature on the Application Form or the Contract.

**Company:** A limited or public company or other organisation receiving Services.

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its business contacts.

**Consultant Company:** Cambridge Nanomaterials Technology Ltd registered in England with company number 07055177 and whose registered office is at 14 Orchard Way, Lower Cambourne, Cambridge CB23 5BN, UK.

**Engagement:** the engagement of the Consultant Company by the Company on the terms of this agreement.

**Force Majeure:** includes but is not limited to any event beyond its reasonable control, including but not limited to decree of Government, fire, flood, explosion, sabotage, riot, rebellion, war, civil war, armed conflict, terrorism, nuclear, chemical or biological contamination, disease, quarantine, official strike or similar official industrial action or dispute, which directly causes a Consultant Company to be unable to provide Services.

**Individual:** Dr Bojan Boskovic, Managing Director, Cambridge Nanomaterials Technology Ltd.

**Intellectual Property Rights:** patents, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement.

**Services:** the services described in the Schedule.

**Termination Date:** the date of termination of this agreement howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company in connection with the provision of the Services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to one gender includes a reference to the other gender.

1.5 The schedules to this agreement form part of (and are incorporated into) this agreement.

## **2. TERM OF ENGAGEMENT**

2.1 The Company shall engage the Consultant Company to provide the Services on the terms of this engagement.

2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue for one year unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) by either party giving to the other not less than four weeks' prior written notice.

## **3. DUTIES**

3.1 During the Engagement the Consultant Company shall:

- (a) provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Company;
- (b) promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Company.

3.2 If the Individual is unable to provide the Services due to illness or injury the Consultant Company shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

- 3.3 The Consultant Company shall procure that the Individual is available at all times on reasonable notice to provide such assistance or information as the Company may require.
- 3.4 Unless it or he has been specifically authorised to do so by the Company:
- (a) neither the Consultant Company nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Company; or
  - (b) the Consultant Company shall not hold itself (and shall procure that the Individual shall not hold himself) out as having authority to bind the Company.
- 3.5 The Consultant Company shall, and shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at any Company premises where the Services are provided and report to the Company any unsafe working conditions or practices.
- 3.6 The Consultant Company may use person, firm, company or organisation to perform any administrative, research, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Company will not be liable to bear the cost of such functions.
- 3.7 The provision of the Services however, may not be subcontracted by the Consultant Company without prior consent in writing of the Company.

#### **4. FEES**

- 4.1 In consideration of the provision of the Services, the Company shall pay to the Consultant Company 100% of consultancy services fees in accordance with clause 4.2 and within 14 days of receipt of an invoice, such fee to be payable by bank transfer to the Consultant Company bank account.
- 4.2 The Consultant Company will invoice for the annual Advanced Membership Services on a 'time and materials' basis: Bronze Membership 1000 GBP, Silver Membership 2500 GBP, Gold Membership 5000 GBP and Platinum 8000 GBP (GBP - United Kingdom pounds) plus VAT, if applicable.

#### **5. EXPENSES**

- 5.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses properly and necessarily incurred by the Consultant Company, requested by the Company in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.
- 5.2 If the Consultant Company individuals is required to travel abroad in connection with the provision of the Services, the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.

**6. OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Consultant Company or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant Company's obligations under this engagement.

**7. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY**

7.1 The Consultant Company acknowledges that in the course of the Engagement it might have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant Company shall not (except in the proper course of its or his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any firm, person or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Company or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual's unauthorised disclosure.

7.3 All documents, manuals, hardware and software provided for the Consultant Company use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones if provided by the Company), remain the property of the Company.

**8. INTELLECTUAL PROPERTY**

8.1 The Consultant Company owns all existing and future Intellectual Property Rights in the Works and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this agreement, the Consultant Company holds legal title in such rights and inventions.

**9. LIABILITY**

9.1 The Consultant Company's liability under or in connection with the Services (including a liability arising by breach of contract, arising by tort, including the tort of negligence, or arising by breach of statutory duty), shall be limited to the aggregate total of fees paid by the Company to the Consultant Company in connection with the Services, provided that this clause 10 shall not exclude or limit the Consultant Company's liability for death or personal injury caused by the Consultant Company's negligence, for fraud or fraudulent misrepresentation or for any other liability which it is not possible to exclude by operation of law.

## **10. TERMINATION**

10.1 Notwithstanding the provisions of clause 2.2, the Company may terminate the Engagement with immediate effect without notice and without any liability to pay any remuneration, compensation or damages if at any time:

- (a) the Consultant Company or the Individual is guilty of gross misconduct affecting the business of the Company; or
- (b) the Consultant Company or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
- (c) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (d) the Consultant Company or the Individual is in the reasonable opinion of the Board negligent and incompetent in the performance of the Services; or
- (e) the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or
- (f) the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company; or
- (g) the Individual does not own all of the issued share capital (from time to time) of the Consultant Company; or
- (h) the Consultant Company or the Individual is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Board brings or is likely to bring the Individual, the Consultant Company, or the Company into disrepute or is materially adverse to the interests of the Company.

10.2 The rights of the Company under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant Company as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

## **11. OBLIGATIONS UPON TERMINATION**

On the Termination Date the Consultant Company shall, and shall procure that the Individual shall immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys, and any other property of the Company, which is in its or his possession or under its or his control.

## **12. STATUS**

- 12.1 The relationship of the Consultant Company (and the Individual) to the Company will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee of the Company and the Consultant Company shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.
- 12.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify the Company for and in respect of payment of the following within the prescribed time limits:
- (a) any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the individual (or their associates) in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Company's negligence or wilful default;
  - (b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.

## **13. NOTICES**

- 13.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
  - (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
- 13.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

**14. FORCE MAJEURE**

- 14.1 Neither party shall be in breach of the agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (Force Majeure Event).
- 14.2 The Consultant Company shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

**15. ENTIRE AGREEMENT**

Each party on behalf of itself acknowledges and agrees with the other party that:

- (a) this agreement constitutes the entire agreement and understanding between the Consultant Company and the Company and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
- (c) the only remedy available to it for breach of this agreement shall be for breach of the terms of this agreement and each party shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

**16. VARIATION**

No variation of this Terms & Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**17. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply and no person other than the Consultant Company and the Company shall have any rights under it.

**18. GOVERNING LAW AND JURISDICTION**

- 18.1 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 English law.
- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

# nanoMATexpo Community Annual Advanced Membership 2025

V2.0

The nanoMATexpo ([www.nanoMATexpo.net](http://www.nanoMATexpo.net)) is community development and virtual exhibition platform dedicated to support commercialisation of nanomaterial applications.

We support development of **communities** related to different nanomaterial applications in **thematics** such as energy, biomedical, environmental, transport and digital with dedicated **workshops** and **newsletters** and virtual **exhibition booths** where members can showcase their products and services.

We support commercialisation of nanomaterials applications providing expert **services** related to technology **innovation consulting**, **innovation management** of EU and UK government grant funded projects, **innovation marketing** and **events and training**.



160 Exhibition  
Booths



11 Exhibition  
Communities



2000+  
Community  
Network



15+ Innovative  
Projects



€80M+ Grants  
Received



## BRONZE £1000

- Development, hosting and maintenance of a **year-round active customised virtual exhibition booth** with your videos and downloadable publications on 1 virtual exhibition community platform of your choice
- Complementary registration of **1 online delegate** at all hybrid and online workshops for one year.
- **Logo of your organisation** on the workshop website, agenda and leaflets
- **Customised logo style mini picture of your virtual exhibition booth** that could be used as a hyperlink to your virtual exhibition booth in your email signature and marketing materials
- **Hyperlink to your virtual exhibition booth in the agenda** via customised logo on all hybrid and online workshops where you participated using complementary registration
- Enhanced agenda with profile of all participants and their organisations for the workshops where you participated using complementary registration
- Non-confidential and workshop presenters' distribution approved version of **all presentations from the workshops** where you participated using complementary registration
- Promotion of your organisation, products, services and activities **in the nanoMATexpo community newsletter**, accessible on the website and distributed individually to the **2000+ community network** by personalised emails.

- **Promotion of you as Speaker and Exhibitor** on the event website, and through a post on the nanoMATexpo **LinkedIn page**, which would be reposted to our **corporate and personal network of 5000+ LinkedIn followers**.
- Direct communication with the experts in our team about **collaboration opportunities on government grant proposals** and potential additional supporting services including technology, market, key players and IP reports
- **15 min online presentation** opportunity about products, services and activities related to 1 workshop per year



## SILVER £2500

- **Personal introductions** by the experts in our team to the workshop participants that you would like to be introduced of any workshop that you participating
- **1 table in the exhibition area** for 1 in-person only or hybrid workshop
- Complementary registration for up to **2 delegates at all in-person, hybrid and online workshops** for one year including complementary lunch and coffee breaks refreshments
- Development, hosting and maintenance of a **year-round active customised virtual exhibition booth** with your videos and downloadable publications on up to 2 virtual exhibition community platforms of your choice
- **Logo of your organisation** on the workshop website, agenda and leaflets
- **Customised logo style mini picture of your virtual exhibition booth** that could be used as a hyperlink to your virtual exhibition booth in your email signature and marketing materials
- **Hyperlink to your virtual exhibition booth in the workshop agenda** via customised logo on all hybrid and online workshops where you participated using complementary registration
- **Enhanced agenda with profile of all participants and their organisations** for the workshops where you participated using complementary registration
- Non-confidential and workshop presenters' distribution approved version of **all presentations from the workshops** where you participated using complementary registration
- Promotion of your organisation, products, services and activities **in the nanoMATexpo community newsletter**, accessible on the website and distributed individually to the **2000+ community network** by personalised emails.
- **Promotion of you as Speaker and Exhibitor** on the event website, and through a post on the nanoMATexpo **LinkedIn page**, which would be reposted to our **corporate and personal network of 5000+ LinkedIn followers**.

- Direct communication with the experts in our team about **collaboration opportunities on government grant proposals** and potential additional supporting services including technology, market, key players and IP reports
- **20 min in-person presentation** opportunity about products, services and activities related to 1 workshop
- **20 min online presentation** opportunity about products, services and activities related to 1 workshop per year in addition to in-person presentation



## GOLD £5000

- **Opportunity to influence** thematic of **one workshop** and **suggest** some **speakers and invite** up to 2 complementary **guests**
- Support from the experts in our team on **proposal impact preparation and consortium building for government grant proposals** such as Horizon Europe and Innovate UK.
- **Personal introductions** by the experts in our team to the workshop participants that you would like to be introduced of any workshop that you participating
- **2 tables in the exhibition area** for 1 in-person or hybrid workshop
- Complementary registration for up to **4 delegates at all in-person, hybrid and online workshops** for one year including complementary lunch and coffee breaks refreshments
- Development, hosting and maintenance of a **year-round active customised virtual exhibition booth** with your videos and downloadable publications on up to 4 exhibition community platforms of your choice
- **Logo of your organisation** on the workshop website, agenda and leaflets
- **Customised logo style mini picture of your virtual exhibition booth** that could be used as a hyperlink to your virtual exhibition booth in your email signature and marketing materials
- **Hyperlink to your virtual exhibition booth in the agenda** via customised logo on all hybrid and online workshops where you participated using complementary registration
- **Enhanced agenda with profile of all participants and their organisations** for the workshops where you participated using complementary registration
- Non-confidential and workshop presenters' distribution approved version of **all presentations from the workshops** where you participated using complementary registration

- Promotion of your organisation, products, services and activities in the **nanoMATexpo community newsletter**, accessible on the website and distributed individually to the **2000+ community network** by personalised emails.
- **Promotion of you as Speaker and Exhibitor** on the event website, and through a post on the nanoMATexpo **LinkedIn page**, which would be reposted to our **corporate and personal network of 5000+ LinkedIn followers**.
- Potential additional supporting services including technology, market, key players and IP reports
- **30 min keynote in-person presentation** opportunity about products, services and activities related to 1 workshop
- **20-30 min online presentation** opportunity about products, services and activities related to 2 workshops per year in addition to in-person presentation



## PLATINUM £8000

- **Opportunity to exclusively influence a design and delivery of one workshop**, including thematic, speakers and place, as well as invite up to 5 complementary guests
- Selecting the most suitable participants and personal invitations to the workshop
- Support from the experts in our team on **proposal impact preparation and consortium building for government grant proposals** such as Horizon Europe and Innovate UK.
- **Personal introductions** by the experts in our team to the workshop participants that you would like to be introduced of any workshop that you participating
- **2 tables in the exhibition area** for one in-person or hybrid workshop
- Complementary registration for up to **5 delegates at all in-person, hybrid and online workshops** for one year including complementary lunch and coffee breaks refreshments
- Development, hosting and maintenance of a **year-round active customised virtual exhibition booth** with your videos and downloadable publications on up to 4 exhibition community platforms of your choice
- **Logo of your organisation** on the workshop website, agenda and leaflets
- **Customised logo style mini picture of your virtual exhibition booth** that could be used as a hyperlink to your virtual exhibition booth in your email signature and marketing materials

- **Hyperlink to your virtual exhibition booth in the agenda** via customised logo on all hybrid and online workshops where you participated using complementary registration
- **Enhanced agenda with profile of all participants and their organisations** for the workshops where you participated using complementary registration
- Non-confidential and workshop presenters' distribution approved version of **all presentations from the workshops** where you participated using complementary registration
- Promotion of your organisation, products, services and activities **in the nanoMATexpo community newsletter**, accessible on the website and distributed individually to the **2000+ community network** by personalised emails.
- **Promotion of you as Speaker and Exhibitor** on the event website, and through a post on the nanoMATexpo **LinkedIn page**, which would be reposted to our **corporate and personal network of 5000+ LinkedIn followers**.
- **30 min keynote in-person presentation** opportunity about products, services and activities related to 1 workshop
- **20-30 min online presentation** opportunity about products, services and activities related to 2 workshops per year in addition to in-person presentation

## ADDITIONAL SERVICES

**We can design a custom-made membership package providing additional services on top of any membership package including:**

- Membership of our exclusive invitation only private NCEM Consortium (Novel Concepts for Enhanced Materials) 8<sup>th</sup> Series - NCEM-8
- Custom made technology reports, including IP landscape, key players mapping and market reports
- Support with government grants, proposals preparation and consortium building
- Custom made training including IP strategy, and pitch presentations
- Support with the roadmap development including survey, interviews, workshops
- Design and organisation of custom-made workshops with mapping of the most suitable participants and personal invitations to the workshop



