



MEMBERSHIP TERMS AND CONDITIONS

Commencement Date:

This Agreement is between:

(1) Pagoda Projects Ltd registered in England and Wales with registered number 10992310 of Windmill Green, 24 Mount Street, Manchester, United Kingdom, M2 3NX ("Pagoda Projects ");

and,

(2) registered in of ("the Member").

each a 'Party', together the 'Parties'.

COMMERCIAL TERMS FOR PAGODA MEMBERSHIP

Agreed:

1. BACKGROUND & DEFINITIONS

1.1 In consideration of the mutual promises contained in this Agreement, the Member wishes to obtain certain services from Pagoda Projects relating to interns, placement students, student consultants and/or trainees ("Intern(s)"), and Pagoda Projects has agreed to provide such services to the Member subject to, and in accordance with, the following Standard Terms and Conditions attached.

1.2 The "Services" means the services described in clause 3 ("Membership Services"), any other services to be provided by Pagoda Projects to the Member as agreed between the parties in writing from time to time, and the services provided in accordance with the following Pagoda Programmes:

- Online Interns as part of an Online Internship Programme
- In-person Interns as part of an In-person Internship Programme
- Long-term In-person Interns as part of a Paid Placement Programme
- Student Consultants as part of a Research Project Programme

as more particularly described in clause 2 ("Programme Services") of the Standard Terms and Conditions.

2. TERM

2.1 This Agreement shall be deemed to have commenced on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until it expires or is terminated pursuant to this clause 2 ("Term").

2.2 This Agreement shall continue until either party gives to the other party not less than sixty (60) days written notice to terminate.

2.3 Pagoda Projects reserve the right to unilaterally terminate this Agreement without cause or penalty by providing the required length of written notice to the Member.



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3. MEMBERSHIP SERVICES

3.2 In consideration of the mutual promises contained in this Agreement, the Provider will provide the Services to the Member during the Term subject to and in accordance with the Standard Terms and Conditions set out in this Agreement.

3.1 Pagoda Projects will provide the Member will the following Membership Services:

- **Pagoda Account Manager** - a Pagoda Staff member who will serve as the Member's main point of contact;
- **Pagoda Events** - the opportunity to join Pagoda Events such as Fireside Chats, Panel Discussions or Workshops as a guest speaker, and to use this as a platform to showcase to the global Pagoda Community;
- **Pagoda Networking** - the opportunity to network internationally with other Pagoda Members and the wider Pagoda Community via the Pagoda Members Network and via networking events;
- **Pagoda Members Hub** - access to Pagoda Membership online resources; documents and advice for Members regarding internship management and staff training tips;
- **Pagoda Programmes and Interns** - the services provided for the purposes of the Pagoda Programmes listed in clause 1.2, including but not limited to online interns, in-person interns, long-term placement students and student consultants;
- **Free Post-Programme Recruitment** - the option to recruit the Interns with no recruitment fee after the successful Completion of a Pagoda Programme.

4. MEMBER'S OBLIGATIONS

4.1 The Member will, throughout the Term, provide:

- all reasonable co-operation with Pagoda Projects in all matters relating to the Services;
- prompt responses to any correspondence, request, query or communication from or on behalf of Pagoda Projects;
- in a timely manner all documents, information, items and materials in any form as are reasonably required by Pagoda Projects in connection with the Services; and
- promptly making any space, resources or facilities available as may reasonably be required by Pagoda Projects.

4.2 The Member shall comply with the Standard Terms and Conditions attached when using the Programme Services of Pagoda Projects for the Pagoda Programmes listed in clause 1.2 of the Commercial Terms.

5. PAYMENT

5.1 The Services described in this Commercial Terms for Pagoda Membership will be delivered by Pagoda Projects free of charge.

6. POST-PROGRAMME RECRUITMENT

6.1 The Member has the right to employ the Interns on a temporary or permanent basis after the successful Completion of a Pagoda Programme. Recruiting the Intern after Completion of the Pagoda Programme will not incur a recruitment fee from Pagoda Projects.

6.2 The Member agrees to inform Pagoda Projects if they employ the Interns on a temporary or a permanent basis at any time following the



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Completion of the Programme.

7. CHANGE REQUEST

7.1 The Parties may amend the provisions of this Agreement by entering into an amending agreement.

8. TERMS AND CONDITIONS

8.1 The Standard Terms and Conditions of Pagoda Projects Membership enclosed will apply to this Agreement.

9. SIGNATURE

9.1 This Agreement is effective upon signature by the Member. By signing below, the Member affirms that it is in agreement with the foregoing and that it has read and understands and agrees to be bound by these Commercial Terms and the Standard Terms and Conditions attached hereto and forming a part hereof.

COMMERCIAL TERMS FOR PAGODA RECRUITMENT

The Commercial Terms for Pagoda Recruitment Services are available on request but do not apply to this Agreement at this time.

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SIGNED BY SIGNED BY

For and on behalf of For and on behalf of

PAGODA PROJECTS LTD

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions shall be deemed fully incorporated with the Commercial Terms which, together, form the overall Agreement. In the event of any conflict between these Standard Terms and the Conditions and the Commercial Terms, the Commercial Terms shall prevail. All defined terms shall have the meaning set out in clause 1 of the Standard Terms and Conditions unless otherwise defined in this Agreement.

The Member should read these Standard Terms and Conditions carefully to make sure that they understand what is agreed.

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words and phrases have the following meanings:



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"Applicant(s)"	means the person or persons whose Applications are introduced by Pagoda Projects to the Member for a potential Engagement;
"Code of Conduct"	means the rules, expectations and advice set out for the Interns by Pagoda Projects;
"Engagement"	means the engagement or use of the Applicant by the Member for the purposes of an Internship, a Paid Placement, a Research Project or other purposes as described in this Agreement;
"In-person Internship"	means a period of work experience which takes place in-person, where the Intern is hosted and supervised at the offices of the Member;
"Intern(s)"	means an Applicant that has been engaged by the Member after an Introduction from Pagoda Projects (incl. Interns, Student Consultants, Placement Students and Trainees);
"Internship"	means a period of work experience with the Member that is completed by the Intern and supervised the Member;
"Internship Agreement"	means the three-way agreement signed by the Member, the Intern and the University to confirm the engagement of the Intern;
"Introduction"	means the Member's interview of an Applicant in person or by telephone or online, following the Member's instruction to the Company to search for an Applicant; or the passing to the Member of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Member
"Online Internship"	means a period of work experience with the Member that is completed by the Intern and takes place online, supervised by the Member;
"Pagoda Community"	means all the people involved in Pagoda Programmes, including but not limited to current and former Pagoda staff, Pagoda interns, Pagoda alumni, Pagoda cultural mentors, Pagoda Events panellists etc.;



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"Pagoda Programme(s)"	means the arrangements made by Pagoda Projects for the Member and the Interns during set programme dates;
"Programme Agreement"	means the contract signed by the Intern that finalises the programme dates and contains the Pagoda Projects Code of Conduct;
"Project Advisor"	means the Member's employee or representative assigned to brief and give feedback to the Student Consultants regarding the Research Project;
"Remuneration"	means any stipend, base salary, guaranteed bonus/commission earnings, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Member;
"Services"	means the Pagoda Projects services that the Member is using;
"Research Project"	means a research based project, report and presentation that is set for the Student Consultants by the Member regarding an idea, a business problem or a potential opportunity;
"Supervisor"	means the Member's employee or representative assigned to guide and support the Intern through the Programme;
"The University"	means the Intern's university or educational institution.

1.2 In these Terms and Conditions, the following Key Milestones will apply:



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"Application(s)"	when Pagoda Projects sends an electronic Application to the Member for consideration, repeating the process if necessary to identify suitable Applicants
"Introduction(s)"	when Pagoda Projects introduces an Applicant to the Member online for an interview, repeating the process if needed to identify suitable Applicants
"Acceptance"	when the Member offers the opportunity to the Applicant following a successful Application
"Confirmation"	when the Pagoda Programme is confirmed and the Applicant has accepted the offer in writing and signed the Programme Agreement and other necessary documentation
"Commencement"	the start date of the Pagoda Programme as stated on the signed Programme Agreement
"Completion"	the end date of the Pagoda Programme as stated on the signed Programme Agreement

2. PROGRAMME SERVICES

2.1 Pagoda Projects is under a legal duty to supply the Services using reasonable care and skill.

2.2 The Services will be performed so far as reasonably practicable, at such time or times as Pagoda Projects shall decide. Any times, dates or periods given by the Pagoda Projects for provision of the Services are estimates only. Pagoda Projects will make reasonable efforts to comply with any such time estimates, and will perform the Services within a reasonable time. However, time is not of the essence in respect of Pagoda Projects' performance of the Services.

2.3 The duration of each Pagoda Programme will vary, Pagoda Projects will inform the Member of the duration of the specific Pagoda Programme every time Pagoda Projects provide an Introduction.

2.4 Where the Member agrees to receive Introductions to Applicants for Online Internship Programmes, Pagoda Projects will:

- do an Introduction for the Member to the Applicant or Applicants prior to the proposed Internship start date;
- repeat the Introduction process if necessary to identify suitable Applicants for the Member;
- provide the Member with a template for the Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
- require the Intern to sign the Code of Conduct that sets out Pagoda Projects' expectations;
- give the Intern an Orientation and online courses in preparation for the Internship, including information about the Member's country and local business culture;
- provide resources and support to the Member and to help with any issues raised during the Internship;
- provide online support and coaching to the Intern, including regular Check-ins and calls when necessary to discuss problems related or unrelated to the Internship;
- assist the Member with any necessary documentation templates, references or certificates upon Completion.

2.5 Where the Member agrees to receive Introductions to Applicants for In-person Internship Programmes, Pagoda Projects will:

- do an Introduction for the Member to the Applicant or Applicants prior to the proposed Internship Start Date;



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- repeat the Introduction process if necessary to identify suitable Applicants for the Member;
- provide the Member with a template for the Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
- support the Member if the Intern requires any documentation from the Member in order to apply for an appropriate visa to travel to the country;
- assist the Intern through the visa application process to obtain the appropriate visa to take part in the programme if necessary;
- require the Intern to sign the Code of Conduct that sets out Pagoda Projects' expectations;
- organise accommodation and pick up the Intern upon arrival to the country and provide them with a transfer to the accommodation;
- give the Intern an Orientation and online courses in preparation for the Internship, including information about the Member's country and local business culture;
- arrange an introductory meeting between the Intern and the Member upon Commencement of the Internship;
- provide resources and support to the Member and to help with any issues raised during the Internship;
- provide care, support and coaching to the Intern, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Internship;
- provide support and advice to the Intern in the event of a medical emergency and/or other emergencies;
- assist the Member with any necessary documentation templates, references or certificates upon Completion.

2.6 Where the Member agrees to receive Introductions to Applicants for Paid Placement Programmes, Pagoda Projects will:

- do an Introduction for the Member to the Applicant or Applicants prior to the proposed Placement Start Date;
- repeat the Introduction process if necessary to identify suitable Applicants for the Member;
- offer advice regarding expected levels of Remuneration for the Intern during the Paid Placement;
- provide the Member with a template for the Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
- support the Member if the Intern requires any documentation from the Member in order to apply for an appropriate visa to travel to the country;
- support the Intern through the visa application process to obtain the required legal status and permits with the purpose of doing a paid internship;
- require the Intern to sign the Code of Conduct that sets out Pagoda Projects' expectations;
- assist the Intern to organise accommodation and pick up the Intern upon arrival to the country and provide them with a transfer to the accommodation;
- give the Intern an Orientation and online courses in preparation for the Internship, including information about the Member's country, local business culture;
- arrange an introductory meeting between the Intern and the Member upon Commencement of the Placement;
- provide resources and support to the Member and to help with any issues raised during the Placement;
- provide care, support and coaching to the Intern, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Placement;
- provide support and advice to the Intern in the event of a medical emergency and/or other emergencies;
- assist the Member with any necessary documentation templates, references or certificates upon Completion.



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2.7 Where the Member agrees to receive Introductions to Applicants for Research Project Programmes, Pagoda Projects will:

- assist the Member to finalise the Research Project briefing and provide the Member with details of the Applicants prior to the proposed Research Project start date;
- provide the Member with a template for any necessary documentation to be signed upon Acceptance;
- require the Student Consultants to sign the Code of Conduct that sets out Pagoda Projects' expectations;
- give the Student Consultants an Orientation and resources in preparation for the Research Project, including information about the Member's country and local business culture;
- provide resources and support to the Member and to help with any issues raised during the Research Project;
- provide online support and coaching to the Student Consultants if necessary;
- assist the Member with any necessary documentation templates, references or certificates upon Completion.

3. PRICE AND PAYMENT

3.1 The Services for Pagoda Membership set out in Commercial Terms for Pagoda Membership will be delivered to the Member by Pagoda Projects free of charge.

3.2 The fees payable for the additional services of Pagoda Recruitment (if applicable) are set out in Commercial Terms for Pagoda Recruitment.

3.3 Pagoda Projects will invoice the Member for the Fees (if applicable), and the Member shall pay to Pagoda Projects the Fees in accordance with the instructions of Pagoda Projects in such currency as specified in the Commercial Terms - Pagoda Recruitment, without any set-off, withholding, or deduction of any kind (other than any withholding or deduction of tax as required by Applicable Laws).

3.4 All sums are inclusive of any current and future eligible taxes, including VAT unless otherwise indicated in the Commercial Terms - Pagoda Recruitment. For the avoidance of doubt, the Member will not be liable to make payment to Pagoda Projects in respect of any other tax or liability of Pagoda Projects whether arising in the UK or elsewhere, such other liabilities remaining the sole responsibility of Pagoda Projects unless this is specified in the Commercial Terms - Pagoda Recruitment.

3.5 The Member shall pay the Fees within thirty (30) days from receipt by the Member of an invoice from Pagoda Projects.

3.6 If the Member has any bona fide dispute in connection with any invoice, it shall notify Pagoda Projects promptly following receipt of Pagoda Projects' invoice.

3.7 In the event that any payment due by the Member under this Agreement is prevented from being transferred to Pagoda Projects due to any tax or deductions required by Applicable Law ("Withholding"), the Member shall provide Pagoda Projects with all information and all reasonable assistance, without charge to Pagoda Projects, to enable Pagoda Projects to recover the Withholding.

3.9 Without prejudice to any other right or remedy of Pagoda Projects, if the Member is overdue with any payment due under this Agreement:

- the Member shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after



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judgment. Interest under this clause will accrue each day at four percent (4%) per year above the Bank of England's base rate from time to time, but at four percent (4%) per year for any period when that base rate is below zero percent (0%); and/or

- Pagoda Projects may suspend all or part of the Services until payment has been made in full.

4. MEMBER'S RESPONSIBILITIES

4.1 Where the Member agrees to receive Introductions to Applicants for Online Internship Programmes, the Member will:

- interview the Applicant online before before Acceptance;
- promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Member;
- inform the Applicant in the interview if there will be any remuneration paid to the Intern for the Internship;
- sign any necessary documentation to be signed for the Intern upon Acceptance;
- provide a clear work plan for the Intern and inform Pagoda Projects of the working hours before commencement of the Internship;
- provide a safe online working environment for the Intern, to protect the Intern from any inappropriate content, bullying or harassment;
- give the Intern access to all the necessary resources and clear communication channels with colleagues to help the Intern to complete their tasks as effectively;
- allocate the Intern a supervisor for the full duration of the Internship;
- inform Pagoda Projects immediately if the assigned supervisor is not able to fulfil the duties and allocate the Intern an alternative supervisor as soon as possible;
- The allocated supervisor should:
 - take a proactive approach to engaging with the Intern;
 - respond to all enquiries from the Intern within 48 hours, including the provision of feedback on any work completed by the Intern;
 - conduct at least one weekly virtual meeting with the Intern to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - provide feedback and comments on the Intern's progress to Pagoda Projects when needed;
 - complete Pagoda Projects' check-in form when requested to leave a record of the Intern's progress on Pagoda Projects' system;
 - complete a final Intern performance review upon completion of the Internship.

4.2 Where the Member agrees to receive Introductions to Applicants for In-person Internship Programmes - the Member will:

- interview the Applicant online before before Acceptance;
- promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Member;
- inform the Applicant in the interview if there will be any remuneration paid to the Intern for the Internship;
- sign any necessary documentation to be signed for the Intern upon Acceptance;
- comply with Pagoda Projects requests for any documentation needed to assist the Intern to apply for the appropriate visa where possible;



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- provide a clear work plan for the Intern and inform Pagoda Projects of the working hours before commencement of the Internship;
- provide a safe working environment for the Intern and protect the Intern from any hazards, inappropriate, content, bullying or harassment;
- give the Intern access to all the necessary technology, resources and communication channels with colleagues to help the Intern to complete their tasks as effectively;
- allocate the Intern a supervisor for the full duration of the Internship;
- inform Pagoda Projects immediately if the assigned supervisor is not able to fulfil the duties and allocate the Intern an alternative supervisor as soon as possible;
- The allocated supervisor should:
 - take a proactive approach to engaging with the Intern;
 - respond to all enquiries from the Intern within 48 hours, including the provision of feedback on any work completed by the Intern;
 - conduct at least one weekly one-on-one meeting with the Intern to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - provide feedback and comments on the Intern's progress to Pagoda Projects when needed;
 - complete Pagoda Projects' check-in form when requested to leave a record of the Intern's progress on Pagoda Projects' system;
 - complete a final Intern performance review upon completion of the Internship.

4.3 Where the Member agrees to receive Introductions to Applicants for Paid Placement Programmes, the Member will:

- interview the Applicant online before before Acceptance;
- promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Member;
- agree to pay the Intern a minimum level of remuneration which has been approved in writing by Pagoda Projects;
- sign an Internship Agreement with the Intern upon Acceptance containing the following details:
 - Internship duration, days of work and working hours, holidays, the calculation of pay, the pay day, the method of payment, benefits, overtime pay, health and safety regulations, termination of employment conditions and information regarding any applicable labour insurance premiums;
- make arrangements for the necessary deduction of income tax from the Intern's monthly salary;
- register the Intern for any applicable labour insurance and national health insurance under the mandate of local law, pay the related employer fees and clearly list the employer and the employee fee amounts on the Intern's salary slip;
- comply with Pagoda Projects requests for any documentation needed to assist the Intern to apply for the appropriate visa where possible;
- provide a clear work plan for the Intern and inform Pagoda Projects of the working hours before commencement of the Internship;
- provide a safe working environment for the Intern and protect the Intern from any hazards, inappropriate, content, bullying or harassment;
- give the Intern access to all the necessary technology, resources and communication channels with colleagues to help the Intern to complete their tasks as effectively;



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- allocate the Intern a supervisor for the full duration of the Internship;
- inform Pagoda Projects immediately if the assigned supervisor is not able to fulfil the duties and allocate the Intern an alternative supervisor as soon as possible;
- The allocated supervisor should:
 - take a proactive approach to engaging with the Intern;
 - respond to all enquiries from the Intern within 48 hours, including the provision of feedback on any work completed by the Intern;
 - conduct at least one weekly one-on-one meeting with the Intern to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - provide feedback and comments on the Intern's progress to Pagoda Projects when needed;
 - complete Pagoda Projects' check-in form when requested to leave a record of the Intern's progress on Pagoda Projects' system;
 - complete a final Intern performance review upon completion of the Internship.

4.4 Where the Member agrees to receive Introductions to Applicants for Research Project Programmes, the Member will:

- promptly confirm rejection or acceptance of the Research Project in writing, the final decision to accept the Project is at the complete discretion of the Member;
- sign any necessary documentation to be signed for the Applicants upon Acceptance;
- provide a clear Project Plan briefing for the Student Consultants;
- give the Student Consultants access to all the necessary resources to help them to complete the Research Project effectively;
- allocate the Student Consultants a Project Advisor for the full duration of the Project;
- inform Pagoda Projects immediately if the assigned Project Advisor is not able to fulfil the duties and allocate the Intern an alternative Advisor as soon as possible;
- The allocated Project Advisor should:
 - take a proactive approach to engaging with the Student Consultants;
 - conduct at least three virtual or in-person meetings with the Student Consultants during the Research Project: a project briefing, progress meetings and a final project presentation;
 - provide feedback and comments on the Student Consultant's progress to Pagoda Projects when needed;
 - complete Pagoda Projects' feedback form when requested to leave a record of the Student Consultant's progress on Pagoda Projects' system;

4.5 If Pagoda Project's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Member, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Pagoda Projects shall be allowed an extension of time to perform its obligations equal to the delay caused by the Member.

4.6 If the Member does not comply fully and properly with their responsibilities under this clause, Pagoda Projects may, without prejudice to their legal rights suspend the provision of the Services until such time as the Member complies, so far as reasonably practicable, with their responsibilities under these Terms and Conditions.



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5. EARLY TERMINATION OR EXTENSION OF A PAGODA PROGRAMME

5.1 The Member should inform the Intern of any rules and regulations that must be followed in writing upon Commencement. If the Intern breaches these terms, the Member reserves the right to dismiss the Intern after a suitable disciplinary procedure in accordance with the terms agreed between the Member and the Intern. The Member shall give written notice to Pagoda Projects before dismissing the Intern.

5.2 Pagoda Projects reserves the right to terminate the Intern's Programme due to disciplinary reasons as outlined under Pagoda Projects' Code of Conduct which is signed by the Intern. A sample of this Code of Conduct is available on request. Although Pagoda Projects will always endeavour to resolve any issues during the Programme and will issue a warning to the Intern upon breach of the Code of Conduct, as a last resort Pagoda Projects reserves the right to terminate the Intern's Programme. Pagoda Projects reserves the right to terminate the Intern's Programme immediately for an extreme breach in the Code of Conduct.

5.3 The Member or Pagoda Projects reserve the right to postpone or terminate an Programme early if either party is subject to an event as described in clause 10 ("Circumstances Beyond the Control of the Parties").

5.4 If the Member would like to extend the Intern's Programme beyond the dates agreed on the Programme Agreement, the Member is obliged to inform Pagoda Projects to obtain written permission. Pagoda Projects reserve the right to refuse the extension of the Intern's Programme due to the Intern's study obligations or other related factors.

5.5 If The Member would like to end the Intern's Programme earlier than scheduled end date or to cancel the Engagement for any reason, the Member is obliged to inform Pagoda Projects at least 30 days in advance in order that Pagoda Projects can evaluate the situation and reassign the Intern to another Member if necessary.

6. SUB-CONTRACTORS, AGENCY OR PARTNERSHIP

6.1 Pagoda Projects can, at its absolute discretion, choose to retain or instruct sub-contractors to carry out the Services in whole or part.

6.2 Nothing in these Terms and Conditions is intended to or does imply any partnership, fiduciary relationship, joint venture, agency or any other relationship between the Parties, save as provided for in these Terms and Conditions.

7. LIABILITY, INDEMNITY AND SAFETY

7.1 Nothing in these Terms and Conditions seeks to limit the liability of Pagoda Projects or the liability of the Member for:

- death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- or fraud by it or its employees;
- or breach of any obligation as to title implied by statute; or
- any other act or omission, liability for which may not be limited under Applicable Law.



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7.2 Neither Party shall be liable to the other whether in contract, negligence, tort, breach of statutory duty or otherwise for any loss or damage sustained by the other Party indirectly or consequentially and including but not limited to economic loss or loss of profits, goodwill or business in general.

7.3 Subject to the rest of this clause, Pagoda Projects' total liability to the Member will not, in any circumstances, exceed ten million pounds sterling (£10,000,000).

7.4 In the event that the Member or their employees or agents breach these Terms and Conditions, or are negligent in their actions, the Member will, to the fullest extent permitted by law, indemnify Pagoda Projects against any liability, loss, claim, damage, expense suffered by Pagoda Projects as a result.

7.5 Pagoda Projects reserves the right to request proof of the following documentation from the Member:

- Certificate of Registration or Incorporation;
- Certificate of Liability Insurance (public, employer's or otherwise as applicable);
- Workplace Fire and or Safety Risk Assessments or regulations.

7.6 Where the Pagoda Interns are required to travel abroad, the Intern is responsible for their own safety whilst in country. Pagoda Projects will ensure that the Intern has sufficient travel and medical repatriation insurance coverage for the duration of the Programme.

7.8 Neither Pagoda Projects nor the University is liable for the performance or actions of the Intern in relation to fraud, embezzlement, extortion, data breaches, intellectual property and or disclosure of sensitive information belonging to the Member. Pagoda Projects hereby strongly encourages the Member to complete a non-disclosure and forbiddance of competition agreement with the Intern if deemed necessary.

8. PROPERTY, INTELLECTUAL PROPERTY AND MARKETING CONTENT

8.1 Any property or intellectual property rights in any material owned by Pagoda Projects shall belong to Pagoda Projects and the Member shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

8.2 Any property or intellectual property rights in any material owned by the Member shall belong to the Member and Pagoda Projects shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

8.3 This clause is subject to the right of the Parties to use any such material so far as is reasonably required to carry out the agreed Services.

8.4 The Member warrants that any material, whether comprising documents, data, records or any other materials, that it provides to Pagoda Projects does not infringe the intellectual property rights of any non-Party. The Member agrees to indemnify Pagoda Projects against any loss, damage, cost, expense or claim of any kind that may arise as a result of such an infringement.

8.5 The Member may not use any material, whether comprising documents, data, records or any other materials, to create or directly assist any activities which could be regarded as direct competition to Pagoda Projects.



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8.6 Pagoda Projects reserves the right to use photographic or video material of Pagoda Interns, Supervisors or the Member's premises taken during the delivery of the Services for digital marketing purposes at their discretion. Permission for any filming or photography of the Member's employees, premises or property will always be sought from the Member in advance.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 The Parties will use their best endeavours to keep confidential any confidential information relating to the other Party that is provided or otherwise accessed in the performance of the Services. Neither Party shall disclose any confidential information without the consent of the other Party, except to comply with an order of a court of competent jurisdiction or if required in connection with legal proceedings relating to these Terms and Conditions.

9.2 The Parties' obligations under this clause shall continue after the termination or completion of the Services unless or until the information concerned becomes public knowledge or is otherwise in the public domain through no fault of the Party bound to keep it confidential under this clause.

9.3 The Member shall not without the prior written consent of Pagoda Projects provide any information in respect of the Applicant, the Intern or the Pagoda Intern to any Third Party whether for employment purposes or otherwise. The Member will limit the access to the Applicant, the Intern or the Intern's CV, personal information and contact details exclusively to relevant individuals within the Member's organisation.

9.4 The Member agrees to comply with the Data Protection Act 2018 of the United Kingdom ("the Act") and shall not cause or seek to cause Pagoda Projects to breach the Act in connection with these Terms and shall provide any and all information requested by Pagoda Projects in a timely manner to assist Pagoda Projects to respond to a Data Subject access request (as defined within the Act).

10. CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES

10.1 Pagoda Projects shall not be liable for any delay or failure to perform any term or part of these Terms and Conditions due to circumstances beyond the reasonable control of Pagoda Projects. Such circumstances include – but are not limited to – industrial action, lock out, trade dispute, power failure, internet outage, pandemic, fire, natural disaster or outbreak of war. As soon as is reasonably possible after the discovery of such circumstances, Pagoda Projects will notify the Member in writing of any anticipated or existing delay or failure in performance.

10.2 Pagoda Projects retain the right to alter the terms of the Services, where in Pagoda Projects' opinion the circumstances, such as those listed in clause 10.1, require such an alteration. In cases where the Member has agreed to the Engagement of the Intern for the purposes of an In-person Internship Programme or a Paid Placement Programme, Pagoda Projects reserves the right to amend the Services to an Online Internship Programme format. In such cases, the Member is obliged to accept an amendment to the Services if the amended Services suggested are in the Member's opinion of an equivalent nature and quality.

10.3 If the circumstances referred to in this clause continue for a period of longer than 30 days, Pagoda Projects can end the contract by giving 30 days' notice in writing to the Member. All money owing under these Terms and Conditions before the circumstances arose shall be paid immediately.



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11. PAGODA POLICIES

11.1 Both parties will comply with the following Pagoda Projects policies in relation to collaboration on Pagoda Programmes:

- the Anti-bribery Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Anti-Bribery-Policy.pdf>);
- the Child Protection Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Child-Protection-Policy.pdf>);
- the Combatting Exploitation & Modern Slavery (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Exploitation-Modern-Slavery-Policy.pdf>);
- the Diversity and Equality Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Diversity-&Equality-Policy.pdf>);
- the Health and Safety Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Health-and-Safety-Policy.pdf>);
- the Prevention of Sexual Exploitation Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-PSEAH-Policy.pdf>).

12. AMENDMENT AND TRANSFER OF RIGHTS

12.1 These Terms and Conditions can only be amended by the agreement of the Parties in writing with signatures on behalf of both.

12.2 Pagoda Projects is permitted to assign or transfer any rights or obligations under these Terms and Conditions, or subcontract the same for performance to a third party. The Member is not permitted to assign or transfer any rights or obligations under these Terms and Conditions without the prior written permission of Pagoda Projects.

13. SEVERANCE

13.1 If any of the provisions of these Terms and Conditions are unlawful, invalid or otherwise unenforceable, they will be severed from the remainder. The Terms and Conditions which are left will remain valid and enforceable.

14. THIRD PARTIES

14.1 These Terms and Conditions are not intended to and do not confer any rights on any person who is not a Party. Any person who is not a Party does not have the right to enforce any provision of these Terms and Conditions.

15. ENTIRE AGREEMENT

15.1 These Standard Terms and Conditions and the Commercial Terms here enclosed are the entire agreement between Pagoda Projects and the Member and supersede any and all prior terms, conditions, warranties or representations to the fullest extent permitted by law.

16. WAIVER

16.1 Any failure or delay by Pagoda Projects in using rights or powers provided by these Terms and Conditions shall not constitute a waiver of the whole or any part of these Terms and Conditions. The partial or sole use of any rights or powers provided by these Terms and Conditions shall not prevent any additional use of the same rights or powers. The rights, powers and remedies in these Terms and Conditions are additional to the rights of the Parties provided by law.



MEMBERSHIP TERMS AND CONDITIONS

17. GOVERNING LAW AND JURISDICTION

17.1 These Terms and Conditions shall be governed by and construed in accordance with English law and the courts of England and Wales will have exclusive jurisdiction in relation to them.

18. COMPLAINTS AND CONTACT DETAILS

18.1 In the event of a complaint of any nature Pagoda Projects can be contacted using the details below. To access Pagoda Projects' complaints policy, please visit <https://pagodaprojects.com/documents/Pagoda-Projects-Complaints-and-Grievance-Policy.pdf>.

18.2 Pagoda Projects is Pagoda Projects Ltd of Windmill Green, 24 Mount Street, Manchester, M2 3NX and can be contacted at +44 (0)1618188824 or info@pagodaprojects.com. In circumstances where the Member is required to contact Pagoda Projects in writing, they can email info@pagodaprojects.com.