ASSESSMENT AGREEMENT

including Mutual Confidentiality Terms and the Intake Form

Specimen — version 7.1, 12 October 2026, United States edition (amounts in United States dollars). This is the Assessment Agreement you will be asked to sign after ordering. Fields in braces are completed for each customer when the Agreement is sent for signature.

ORDER PARTICULARS

Effective Date	{date of Order}
Order reference	{payment reference}
Number of Processes	Three (3)
Assessment Fee	US$4,000 (discounted entry price; see clause 3.3)

PARTIES

(1) New Explorers Educational, Inc., a company incorporated under the laws of the Province of British Columbia under incorporation number BC1488433, having its registered office at #426, 230-1210 Summit Drive, Kamloops, British Columbia V2C 6M1, Canada (**"Circus"**); and

(2) {Customer legal name}, a {entity type} organised under the laws of {jurisdiction}, having its principal place of business at {address} (the **"Customer"**),

each a **"Party"** and together the **"Parties"**.

BACKGROUND

A. Circus provides a service by which business processes are documented, measured and evaluated for their suitability for automation using artificial intelligence.

B. The Customer has ordered the Assessment through the Website and has paid the First Instalment.

C. The Parties wish to record the terms on which Circus will perform the Assessment and on which each Party will protect the Confidential Information of the other.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms have the following meanings:

"Access Request" means a written request by Circus under clause 4.6 for access to the Customer's systems or infrastructure;

"Additional Process" means any process of the Customer assessed in addition to the three (3) Processes identified in the Intake Form, in accordance with clause 2.3;

"Affiliate" means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" means ownership of more than fifty per cent (50%) of the voting interests of the entity or the power to direct its management and policies;

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"Assessment" means the services described in clause 2;

"Assessment Fee" means the fee set out in clause 3.1;

"Assessment Report" means the written report delivered by Circus under clause 2.5;

"Business Day" means a day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia;

"Cancellation Charge" means one hundred and fifty dollars ($150), which covers payment-processing fees and handling and is deducted from a refund where clause 9 so provides;

"Checklist" means in respect of each Process, the written step-by-step description of the execution of that Process prepared by Circus from the Recordings and approved, or deemed approved, by the Checklist Approver for that Process in accordance with clause 2.4;

"Checklist Approver" means in respect of each Process, the individual designated as such in Part B of Schedule 1;

"Confidential Information" means has the meaning given in clause 7.2;

"Customer Default" means has the meaning given in clause 9.4;

"Customer Delay" means has the meaning given in clause 2.6;

"Customer Personnel" means the employees, contractors and other individuals engaged by the Customer who participate in the Assessment;

"Customer Trade Secrets" means information specific to the Customer's business, such as a proprietary formula, pricing method, algorithm or rule by which inputs are converted into outputs, that: (a) is not generally known in the Customer's industry; (b) derives value from not being generally known; (c) is the subject of reasonable efforts by the Customer to keep it secret; and (d) is identified by the Customer in writing as a trade secret no later than the time of its disclosure to Circus;

"Decision Notice" means a written notice, in the form provided by Circus, by which the Customer releases the reservation of build capacity for one or more Processes under clause 2.8;

"Deliverables" means the Checklists and the Assessment Report, and no other work product;

"Disclosing Party" means a Party that discloses Confidential Information, directly or through its Affiliates or representatives;

"Economic Projections" means the projections of production capacity, and of the economic effect of that capacity, for each Process, contained in the Assessment Report;

"Effective Date" means the date on which the Customer placed the Order;

"First Instalment" means has the meaning given in clause 3.2(a);

"Generalised Know-How" means methods, process patterns, workflow structures, checklist structures, techniques, designs and other know-how of general application that Circus develops or refines in the course of the Assessment, including any manner of performing a business function that a person carrying on business in the same or a similar industry as the Customer could reasonably be expected to perform in the same or a similar way, but excluding: (a) any information that identifies, or could reasonably be used to identify, the Customer, its

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Affiliates, the Customer Personnel, the Customer's customers or suppliers, or the Customer's data; and (b) the Customer Trade Secrets;

"Intake Form" means the form set out in Schedule 1, as completed by the Customer;

"Order" means the order for the Assessment placed by the Customer through the Website;

"Order Form" means any agreement subsequently entered into between the Customer and Circus or an Affiliate of Circus for the build, operation or maintenance of automations of any of the Processes;

"Personal Information" means any information about an identifiable individual, including "personal data" as defined in any applicable data protection law;

"Processes" means the three (3) business processes of the Customer identified in the Intake Form and any Additional Processes, and **"Process"** means any one of them;

"Receiving Party" means a Party that receives Confidential Information of the other Party;

"Recording Consent" means the consent form that Circus provides for signature by each Recording Participant before that individual participates in a Recording Session;

"Recording Participants" means the Customer Personnel designated in Part C of Schedule 1 to participate in the Recording Sessions for each Process, as substituted under clause 5.5;

"Recording Sessions" means the video conference sessions described in clause 5.1;

"Recordings" means the audio, video and screen recordings of the Recording Sessions, and any transcripts made from them;

"Representatives" means the individuals designated by the Customer in Part B of Schedule 1;

"Second Instalment" means has the meaning given in clause 3.2(b);

"Start Date" means the later of: (a) the date on which both Parties have executed this Agreement; and (b) the date on which Circus receives Schedule 1 completed in full;

"Subcontractor" means any third party that is not an Affiliate of Circus, including any integration partner, engaged by Circus to perform any part of the Assessment and bound to Circus by written obligations no less protective of the Customer than those in this Agreement; and

"Website" means the website of Circus at circus.sh.

1.2 In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) "including" and similar words mean "including without limitation"; (c) the singular includes the plural and vice versa; (d) references to clauses, Schedules and Annexes are to those of this Agreement; and (e) all amounts are stated and payable in United States dollars.

2. THE ASSESSMENT

2.1 Circus shall assess each Process by:

(a) conducting the Recording Sessions in accordance with clause 5;

(b) preparing a Checklist for each Process and submitting it to the Checklist Approver for that Process for approval in accordance with clause 2.4;

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(c) establishing a baseline of the time consumed in the execution of each Process;

(d) examining each external software system used in each Process, under the subscription plan held by the Customer, to determine whether that system is accessible by application programming interface and whether automation of the Process is technically feasible; and

(e) preparing the Assessment Report.

2.2 The Assessment Report shall contain, for each Process:

(a) the Checklist;

(b) the time consumption benchmarks;

(c) the Economic Projections;

(d) the estimated value of a build of an automation of that Process; and

(e) a recommendation as to whether the Process should be automated, which may be a recommendation that it not be automated, together with, where applicable, the number of Customer Personnel performing the Process at which automation of the Process would become recommended.

2.3 Circus shall assess an Additional Process only under a separate written agreement in accordance with clause 3.3.

2.4 Circus shall submit the Checklist for each Process to the Checklist Approver for that Process within ten (10) Business Days after the last Recording Session for that Process. Within five (5) Business Days after each submission, the Checklist Approver shall either approve the Checklist or deliver to Circus written objections identifying each respect in which the Checklist is incomplete or inaccurate. A Checklist that is neither approved nor the subject of written objections within that period is deemed approved. The Assessment Fee includes two (2) rounds of revision of each Checklist: within five (5) Business Days after receiving written objections, Circus shall revise the Checklist to address valid objections and resubmit it, whereupon this clause 2.4 applies again. If objections remain after the second round of revision, Circus shall complete the Assessment Report on the basis of the most recent Checklist and shall record the remaining objections in the Assessment Report. Further rounds of revision shall be performed only upon the Customer's written request and shall be charged at the rate of one hundred and fifty dollars ($150) per hour.

2.5 Circus shall deliver the Assessment Report by email to the address designated for that purpose in Part B of Schedule 1 within ten (10) Business Days after the approval or deemed approval of the last Checklist or, where clause 2.4 so provides, after the second round of revision of the last Checklist, and shall present it to the Customer at a meeting convened for that purpose.

2.6 The periods within which Circus is to perform its obligations under this Agreement shall be extended by any Customer Delay. **"Customer Delay"** means any period, after the date on which any information, access, approval or participation required of the Customer under this Agreement falls due, during which it has not been provided. Where Customer Delay exceeds ten (10) Business Days in aggregate, Circus may reschedule the remaining work to its next

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available date, and clause 9.4 shall apply. Time shall not be of the essence of Circus's obligations.

2.7 Nothing in this Agreement obliges the Customer to enter into an Order Form or to purchase any further services, or obliges Circus or any of its Affiliates to offer any further services.

2.8 For ten (10) Business Days after the delivery of the Assessment Report, Circus shall reserve capacity for the build of each Process. Within that period the Customer may, in respect of each Process, either enter into an Order Form, which shall fix the date on which the build begins, or deliver to Circus a Decision Notice releasing the reservation. If the Customer does neither within that period, the reservation lapses. Nothing in this clause obliges the Customer to enter into an Order Form. Circus shall notify the Customer in writing when the Recordings relating to a Process whose reservation has been released or has lapsed have been deleted under clause 6.5(b).

2.9 After the reservation for a Process has been released or has lapsed, the Customer may request the build of that Process at any time, subject to Circus's availability, and Circus does not guarantee any start date. Circus shall determine in good faith whether the Checklists and the Assessment Report are sufficient to begin the build. Where they are, no charge shall be made for any work preparatory to the build. Where further work is required before the build can begin, including new Recording Sessions or a reassessment of the Process, that work shall be agreed and its fee fixed in writing before it begins, and any reassessment shall be treated as a new assessment under clause 3.3.

3. FEES AND PAYMENT

3.1 The fee for the Assessment of three (3) Processes is four thousand dollars ($4,000), comprising a base fee of two thousand five hundred dollars ($2,500) and a fee of five hundred dollars ($500) for each Process (the **"Assessment Fee"**).

3.2 The Assessment Fee is payable in two instalments:

(a) two thousand five hundred dollars ($2,500), paid by payment card through the Website at the time of the Order (the **"First Instalment"**); and

(b) one thousand five hundred dollars ($1,500), payable upon the delivery of the Assessment Report under clause 2.5 (the **"Second Instalment"**). The Customer authorises Circus to retain, through its payment processor, the details of the payment card used for the Order, and to charge the Second Instalment, together with applicable taxes, to that card on the day the Assessment Report is delivered or, where the Second Instalment falls due on termination under clause 9.2, on the date of termination. Circus uses the card for that charge only; after it, or if this Agreement ends earlier without the Second Instalment falling due, the card is removed from the payment processor's records. If the charge fails, the Second Instalment is payable upon receipt of Circus's invoice.

3.3 Any Additional Process, and any other service not described in this Agreement, shall be provided only under a separate written agreement between the Parties. The Customer acknowledges that the Assessment Fee is a discounted entry price, which applies to a single Assessment of three (3) Processes for the Customer and its Affiliates, and that any further assessment shall be charged at the rates agreed in that separate agreement.

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3.4 The Assessment Fee is payable for the Assessment alone. It shall not be credited against, set off against or applied towards any fee payable under any Order Form or any other agreement.

3.5 All fees are exclusive of applicable sales, use, goods and services, value added and similar taxes, which are calculated at the time of payment and which the Customer shall pay in addition.

3.6 Any refund under this Agreement is paid to the payment card used for the Order, less the Cancellation Charge where clause 9 so provides.

4. OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall provide the following, at the times stated:

(a) with the execution of this Agreement, in Schedule 1: the Processes to be assessed, the roles of the Customer Personnel who perform them and the number of individuals in each role;

(b) with the execution of this Agreement, in Schedule 1: a list of the software used in each Process, stating for each item its website, the subscription plan held by the Customer and the features used in the Process;

(c) with the execution of this Agreement, in Schedule 1: the fully loaded annual payroll cost of each role involved in each Process, including salary, benefits and other employment costs, and, at its option, other annual costs per individual such as office space and equipment;

(d) with the execution of this Agreement, in Schedule 1: the Representatives and the Recording Participants;

(e) within five (5) Business Days after Circus's request, the means of verifying the volume of work in each Process in accordance with clause 4.4;

(f) within five (5) Business Days after each Access Request, a response in accordance with clause 4.6; and

(g) the attendance of the Representatives and the Recording Participants at the calls and Recording Sessions scheduled under clauses 4.3 and 5.4.

4.2 By executing this Agreement, the Customer authorises the Recording Participants to record their screens while narrating their work during the Recording Sessions, subject to each Recording Participant executing a Recording Consent in accordance with clause 5.5.

4.3 The Customer shall procure that its Representatives attend: (a) an orientation call, to be held within five (5) Business Days after the Start Date; (b) a kick-off call with the Customer Personnel, at which the Assessment is introduced to them, to be held within three (3) Business Days after the orientation call; and (c) a meeting for the presentation of the Assessment Report.

4.4 The figures stated in Schedule 1 are the Customer's estimates. The Customer shall enable Circus to verify the volume of work in each Process, at the Customer's option: (a) by granting Circus read-only access to the systems in which that work is recorded; or (b) where such access is not technically possible, by displaying the relevant records to Circus in a screen-shared session. The Assessment Report shall record both the stated and the verified figures.

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4.5 Circus shall use the payroll and cost information provided under clause 4.1(c) solely for the preparation of the Economic Projections and not for the determination of any fee. Circus shall not verify that information. The Customer acknowledges that the accuracy of the Economic Projections depends on the accuracy of that information.

4.6 The Customer acknowledges that the access to its systems and infrastructure required for the Assessment cannot be determined until the Processes are known. After the Start Date, Circus may make one or more Access Requests specifying the access it requires to complete the Assessment, which, unless otherwise agreed in writing, shall be read-only. Within five (5) Business Days after an Access Request, the Customer shall grant the access requested or, where it cannot do so, agree with Circus an alternative means, such as a screen-shared session. Where neither is provided, Circus may complete the Assessment on the information available and shall state that limitation in the Assessment Report. Access required for any build shall be governed by an Order Form.

4.7 The Customer acknowledges that Circus cannot perform the Assessment without the information, access, approvals and participation required of the Customer under this Agreement. A failure to provide any of them when due constitutes Customer Delay and may constitute a Customer Default under clause 9.4.

4.8 The Customer shall designate the Representatives in Part B of Schedule 1, including: (a) a coordinator with authority to coordinate the Assessment and to make decisions on the Customer's behalf within one (1) Business Day; (b) for each Process, a Checklist Approver with the knowledge and authority to confirm that the Checklist for that Process is complete and accurate; and (c) the recipient of the Assessment Report. The Customer may replace a Representative by written notice to Circus.

4.9 The Customer shall inform the Customer Personnel of the Assessment before any Recording Session takes place, and shall make the Customer Personnel available for the kick-off call referred to in clause 4.3(b).

4.10 The Customer represents and warrants that it is entitled to disclose the information, and to grant the access, provided under this Agreement; that doing so does not breach any obligation owed by it to any third party; and that the information it provides under this Agreement is, to the best of its knowledge, accurate and complete.

5. RECORDING SESSIONS

5.1 Each Process shall be documented in a series of video conference sessions, recorded and transcribed by Circus, in which the Recording Participants for that Process demonstrate its execution on real and current examples of the Customer's work (the **"Recording Sessions"**), including:

(a) the manner in which a new task is received or taken up;

(b) each step, action and decision in the execution of the task;

(c) exceptions and edge cases;

(d) each external system accessed in the course of the task;

(e) each step performed outside a computer system, in the physical world; and

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(f) the volume of new work arriving each day,

in each case from the receipt of the task until its completion.

5.2 Participation by video camera in a Recording Session is optional. Circus requires only the display of the participant's screen and the participant's spoken narration.

5.3 Only the exceptions and edge cases demonstrated in the Recording Sessions and recorded in the approved Checklist form part of the Checklist, of the time baseline and, to the extent technically feasible, of the requirements for any future build of the Process. Exceptions and edge cases not so demonstrated are excluded.

5.4 The Recording Sessions shall be scheduled by agreement to take place within ten (10) Business Days after the kick-off call. The Customer may, once in respect of each Process, reschedule a Recording Session by written notice given no later than forty-eight (48) hours before its scheduled start. Any further rescheduling, and any rescheduling on shorter notice, constitutes Customer Delay.

5.5 No individual shall be recorded unless that individual has executed a Recording Consent. Following the kick-off call, Circus shall provide a Recording Consent to each Recording Participant for execution. The Customer may substitute a Recording Participant by written notice given no later than forty-eight (48) hours before the scheduled start of the relevant Recording Session, so as to allow the Recording Consent to be issued and executed. Circus may decline to conduct or record any Recording Session for which the required Recording Consents have not been executed.

5.6 The Customer shall ensure that, where practicable, the examples used in the Recording Sessions minimise the display of Personal Information that is not necessary for the demonstration of the Process.

5.7 The Customer shall be responsible for any notification to, or consultation with, employee representatives, works councils or similar bodies required by applicable law before the Recording Sessions take place.

6. RECORDINGS AND PERSONAL INFORMATION

6.1 Circus shall use the Recordings solely to document the Processes, to establish the time baselines and to perform the Assessment and, where an Order Form is entered into in respect of a Process, to build and prove the automation of that Process.

6.2 Circus shall not use the Recordings, or any information derived from them, to evaluate, measure or report on the performance of any individual. All measurements shall be made and reported at the level of the Process only. No individual performance figures shall be produced, or disclosed to any person, including the Customer.

6.3 Circus shall refer to the Customer Personnel by role and shall not record their names in the Checklists, its working notes or the Assessment Report, except to the extent necessary to record the approval of a Checklist.

6.4 The Recording Sessions are conducted using a video conferencing service selected by Circus, and the Recordings are stored in the cloud storage of that service in the United States, for every Customer. The Recordings may therefore be stored and accessed in the United States, where they are subject to the laws of that country and may be accessible to its courts and

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authorities. Circus shall configure that service so that access to the Recordings is restricted to those of its personnel, and of the personnel of its Affiliates and Subcontractors, who are engaged in the Assessment and are bound by obligations of confidentiality no less protective than those in this Agreement, and shall protect the Recordings by appropriate technical and organisational security measures.

6.5 Circus shall delete the Recordings:

(a) in respect of each Process for which an Order Form is entered into, upon completion of the proving period under that Order Form;

(b) in respect of each Process whose reservation under clause 2.8 has been released or has lapsed, within ten (10) Business Days after the Decision Notice or the lapse; and

(c) upon termination of this Agreement, within ten (10) Business Days after the later of the termination and the payment of all amounts due.

Once the Recordings have been deleted, any copies remaining in the systems of the video conferencing service, including its backups, are removed by that service in the ordinary course within two hundred and ten (210) days, and Circus shall not restore or access them in the meantime. Circus shall confirm deletion in writing upon request. The Deliverables are not Recordings and are not subject to this clause 6.5.

6.6 Each Party shall comply with the data protection and privacy laws applicable to it in connection with this Agreement. The Customer shall be responsible for providing any notice to, and obtaining any consent from, its customers and other third parties whose Personal Information is displayed in the Recording Sessions, to the extent required by applicable law.

6.7 Where the Customer is established in the European Economic Area, the United Kingdom or Switzerland, or the Recordings otherwise contain personal data subject to the General Data Protection Regulation, the data processing terms in Annex A shall apply and shall form part of this Agreement.

7. CONFIDENTIALITY

7.1 The Receiving Party shall, in respect of the Confidential Information of the Disclosing Party:

(a) use it solely for the purpose of performing or receiving the Assessment and of evaluating, negotiating and performing any Order Form;

(b) not disclose it to any person other than its own, and its Affiliates', employees, contractors and professional advisers, and, in the case of Circus, its Subcontractors, who need to know it for that purpose and who are bound by obligations of confidentiality no less protective than those in this clause 7; and

(c) protect it with at least the degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.

7.2 **"Confidential Information"** means all non-public information disclosed by or on behalf of the Disclosing Party before or after the Effective Date, in any form, whether or not marked as confidential, including:

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(a) in the case of the Customer: descriptions of its business processes, volumes, costs, payroll information, customer and supplier information, documents, access to its systems and credentials, the Customer Trade Secrets and the Recordings; and

(b) in the case of Circus: the Circus platform, including its source code, architecture, configuration and unreleased documentation; workflow designs, prompts, plugin designs and templates; its methods, playbooks, checklist templates and assessment methodology; its pricing models, cost data and commercial terms; its product plans and roadmaps; information concerning its partners, Subcontractors and other customers; and Personal Information of Circus personnel disclosed in meetings or Recording Sessions.

7.3 Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was lawfully in its possession without restriction before its disclosure by the Disclosing Party; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Confidential Information. Generalised Know-How is not Confidential Information of the Customer. The Customer Trade Secrets are Confidential Information of the Customer.

7.4 The Receiving Party may disclose Confidential Information to the extent required by law, regulation or order of a court or competent authority, provided that, where lawful, it gives the Disclosing Party prompt prior written notice and discloses only the portion required.

7.5 Upon the Disclosing Party's written request, the Receiving Party shall return or destroy the Confidential Information of the Disclosing Party, except for copies it is required to retain by law, which shall remain subject to this clause 7. Copies held in backups, including those of its service providers, shall be deleted in the ordinary course within two hundred and ten (210) days and shall not be restored or accessed in the meantime. Clause 6.5 governs the deletion of the Recordings.

7.6 The obligations in this clause 7 continue for three (3) years after the last disclosure of Confidential Information under this Agreement, save that they continue in respect of trade secrets, including the Customer Trade Secrets, for so long as the information remains a trade secret, and in respect of Personal Information for so long as it is held by the Receiving Party.

7.7 Each Party acknowledges that damages may not be an adequate remedy for a breach of this clause 7 and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedy. No such relief may be sought to restrain the use by Circus of Generalised Know-How in accordance with clause 8.4.

7.8 No licence under any intellectual property right is granted by the disclosure of Confidential Information, except as expressly set out in clause 8.

8. INTELLECTUAL PROPERTY

8.1 Circus and its licensors retain all right, title and interest in the Circus platform, its pre-existing materials and methods, and the Generalised Know-How.

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8.2 The Customer retains all right, title and interest in its data, in the information specific to its business and Processes, and in the Customer Trade Secrets. Circus shall not use the Customer Trade Secrets except to perform the Assessment.

8.3 Upon payment of the Assessment Fee in full, Circus grants to the Customer a perpetual, irrevocable, royalty-free, non-exclusive licence to use, copy and modify the Deliverables, which comprise the Checklists and the Assessment Report only, for its internal business purposes.

8.4 Circus may use the Generalised Know-How for any purpose, including to develop plugins and services for processes similar to the Processes, whether or not the Customer enters into an Order Form, provided that it does not disclose any Confidential Information of the Customer.

8.5 No work performed by Circus under this Agreement is a work made for hire. Nothing in this Agreement assigns to the Customer any intellectual property right of Circus, and the Customer's rights in the Deliverables are limited to the licence in clause 8.3.

8.6 Nothing in this Agreement restricts Circus or its Affiliates from providing any services to any other person, including a competitor of the Customer, provided that Circus complies with clauses 6, 7 and 8.

9. TERM AND TERMINATION

9.1 This Agreement commences on the Effective Date and continues until the later of the end of the period of ten (10) Business Days referred to in clause 2.8 and the payment of all fees, unless terminated earlier in accordance with this clause 9.

9.2 The Customer may terminate this Agreement for convenience by notice to Circus under clause 13.5. If notice is given before the orientation call, Circus shall refund the First Instalment less the Cancellation Charge. If notice is given after the orientation call, the Assessment Fee is payable in full, the Second Instalment becomes due on the date of termination, and, upon payment in full, Circus shall deliver to the Customer the work completed up to the date of termination in its then current form and clause 6.5(c) shall apply.

9.3 Circus may terminate this Agreement by written notice to the Customer, stating its reasons, if any of the following applies. These grounds are published on the Purpose page of the Website, and the Customer confirmed at the time of the Order that it had read them:

(a) the Customer does not permit transparent communication with the Customer Personnel about the Assessment, including the disclosure of the fees of Circus;

(b) no measurable baseline can be established for the Processes;

(c) the Customer requires a guarantee of outcomes in place of measurement;

(d) the Customer's stated objective for the automation of the Processes is the reduction of the Customer Personnel; or

(e) Circus is not given access to the Customer Personnel who perform the Processes.

The cause of a termination under this clause 9.3 lies with the Customer. Upon such termination, Circus shall refund the First Instalment less the Cancellation Charge.

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9.4 Each of the following is a **"Customer Default"**: (a) the Customer does not execute this Agreement and complete Schedule 1 within ten (10) Business Days after the Order; (b) Customer Delay exceeds ten (10) Business Days in aggregate; and (c) the Customer fails to pay any amount when due. Upon a Customer Default, Circus may give written notice to the Customer and, if the Customer Default is not remedied within five (5) Business Days after that notice, may terminate this Agreement by further written notice. Upon termination for a Customer Default under (a), Circus shall refund the First Instalment less the Cancellation Charge. Upon termination for any other Customer Default, Circus retains all amounts paid, no refund is due, and any amount then due remains payable.

9.5 Either Party may terminate this Agreement by written notice if the other Party commits a material breach of this Agreement that is not remedied within ten (10) Business Days after written notice requiring it to be remedied. Without limitation, a breach of clause 6, clause 7 or clause 8, and a Customer Default, are material breaches. Where Circus terminates under this clause 9.5, Circus retains all amounts paid, no refund is due, and any amount then due remains payable. Where the Customer terminates under this clause 9.5, Circus shall refund the amounts paid by the Customer in full.

9.6 Upon termination or expiry, clause 6.5 shall apply to the Recordings, and clauses 2.8, 2.9, 3.4, 6, 7, 8, 10, 11 and 13 shall survive.

10. WARRANTIES AND DISCLAIMERS

10.1 Circus shall perform the Assessment with reasonable skill and care.

10.2 The Assessment Report contains estimates, projections and recommendations based on the information provided by the Customer and the measurements made during the Assessment, and is provided for the Customer's information only. Circus does not warrant that any particular capacity, saving or other result will be achieved.

10.3 All decisions taken on the basis of the Assessment Report are the Customer's. Circus shall have no liability for any decision, act or omission of the Customer, or for the outcome of any automation, project or other course of action undertaken by the Customer or by any third party in reliance on the Deliverables, save for work performed by Circus or its Affiliate under an Order Form, which that Order Form alone governs.

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

11. LIMITATION OF LIABILITY

11.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential loss, or for any loss of profits, revenue, business or goodwill, arising under or in connection with this Agreement, including any such loss arising from reliance on the Deliverables.

11.2 The total aggregate liability of each Party under or in connection with this Agreement shall not exceed the fees paid and payable under this Agreement.

11.3 Clauses 11.1 and 11.2 do not limit liability for breach of clause 7, for fraud, gross negligence or wilful misconduct, or for any liability that cannot be limited by law.

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12. AFFILIATES AND SUBCONTRACTORS

12.1 Circus may perform any of its obligations through its Affiliates and Subcontractors, and shall remain responsible for their performance.

12.2 Where the Customer enters into an Order Form with an Affiliate of Circus, that Affiliate shall be entitled to the benefit of, and bound by, clauses 6, 7 and 8 as if it were a party to this Agreement, and Circus may share the Confidential Information of the Customer and the Recordings with that Affiliate for the purposes of that Order Form.

12.3 For administrative and billing purposes, Circus may designate an Affiliate incorporated in the Customer's country to enter into any Order Form with the Customer and to invoice the Customer under it.

13. GENERAL

13.1 This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable in that Province.

13.2 The courts of the Province of British Columbia shall have exclusive jurisdiction over any dispute arising under or in connection with this Agreement.

13.3 This Agreement, together with Schedule 1 and, where applicable, Annex A, constitutes the entire agreement between the Parties in respect of the Assessment and supersedes all prior representations, communications and agreements in respect of its subject matter. Information published on the Website, including the results of any calculator, is provided for information only and does not form part of this Agreement.

13.4 In the event of conflict, Annex A prevails in respect of the processing of personal data, and this Agreement prevails over any terms presented at the time of the Order.

13.5 Notices under this Agreement shall be given in writing by email: to Circus at support@circus.sh, and to the Customer at the address of the coordinator designated in Part B of Schedule 1. The Customer may terminate this Agreement for convenience under clause 9.2 only as follows: the Customer requests the termination by email to Circus; within one (1) Business Day after receiving the request, Circus sends the cancellation form for electronic signature to the email address used to place the Order or to execute this Agreement; and the Customer signs it within two (2) Business Days after Circus sends it. The termination then takes effect on the day on which Circus received the request. If the form is not signed within that period, the request lapses. Circus confirms every notice of termination in writing.

13.6 Neither Party may assign this Agreement without the prior written consent of the other, save that Circus may assign it to an Affiliate or to a successor to all or substantially all of its business.

13.7 The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

13.8 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force. No failure or delay in exercising a right operates as a waiver of it. This Agreement may be amended only in writing signed by both Parties.

13.9 This Agreement may be executed electronically and in counterparts, each of which is an original and which together constitute one instrument.

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13.10 The Parties have expressly required that this Agreement and all related documents be drawn up in the English language.

13.11 Neither Party shall be liable for any delay or failure to perform its obligations, other than obligations of payment, caused by events beyond its reasonable control, including natural disaster, flood, fire, epidemic, war, terrorism, civil unrest, act of government, and failure of utilities or telecommunications networks. The affected Party shall notify the other promptly, and the time for performance shall be extended by the duration of the event. If the event continues for more than thirty (30) days, either Party may terminate this Agreement by written notice without further liability, save for amounts due for work performed before termination.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

SIGNED for and on behalf of New Explorers Educational, Inc., by its Authorised Signatory

Signature _____

Name _____

Title _____

Date _____

SIGNED for and on behalf of {Customer legal name}

Signature _____

Name _____

Title _____

Date _____

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SCHEDULE 1 — INTAKE FORM

The Customer shall complete this Schedule 1 in full and execute it together with this Agreement. Part A is completed once, Part B once, and Part C once for each Process. Where a question does not apply to the Customer's business, the Customer shall enter "Does not apply". Figures stated in Part C are the Customer's estimates; Circus shall verify volumes in accordance with clause 4.4, and the Assessment Report shall record both the stated and the verified figures.

Part A — Business context

The information in this Part A forms the basis of the business context that every automated step built for the Customer will apply.

A.1 Legal name and trading name of the business, as it should appear in outputs.

A.2 Description of the business, in two or three paragraphs.

A.3 The Customer's customers and target audience.

A.4 Brand guidelines.

A.5 Brand voice.

A.6 Tone and emotional guidelines for communications with customers and third parties.

A.7 Content restrictions and compliance boundaries: the legal, regulatory, contractual and internal rules that any output must respect.

A.8 Format and length expectations for outputs such as documents, emails and reports.

A.9 Visual style guidelines, where any output includes images or designed documents.

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A.10 The recurring entities the Customer's personnel work with (for example: clients, orders, cases, listings) and their typical characteristics.

A.11 Terms used within the business that a person outside it would not understand.

A.12 Rules of thumb applied by the Customer's personnel that are not recorded in any written policy.

Part B — Representatives

The Customer designates the following Representatives under clause 4.8. One individual may hold more than one responsibility.

Responsibility	Name	Role	Email
Coordinator — coordination and decisions within one Business Day (clause 4.8(a))			
Checklist Approver — Process 1 (clause 2.4)			
Checklist Approver — Process 2 (clause 2.4)			
Checklist Approver — Process 3 (clause 2.4)			
Recipient of the Assessment Report (clause 2.5)			
Technical contact — access and volume verification (clauses 4.4 and 4.6)			
Billing contact (clause 3)			

Part C — Process (complete once for each of Processes 1, 2 and 3)

C.1 Name of the Process.

C.2 The event that starts the Process.

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C.3 What constitutes the completion of the Process.

C.4 The roles that perform the Process (stated headcount and costs).

Role	Number of individuals	Share of working time on the Process	Fully loaded annual payroll cost per individual (salary, benefits, other employment costs)	Other annual costs per individual (optional: office space, equipment, etc.)

C.5 The volume of new work arriving, per day, week or month (stated volume), and the system in which that work is recorded.

C.6 Whether a backlog exists, and its approximate size.

C.7 The software used in the Process.

Software	Website	Subscription plan	Features used in this Process

C.8 Any steps performed outside a computer system (for example: scanning, printing, telephone calls).

C.9 Seasonal variations or peaks in volume.

C.10 Recurring errors, exceptions or tasks requiring a second review.

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C.11 Any step that relies on a method the Customer regards as a Customer Trade Secret (identify the step; do not describe the method).

C.12 The reason for selecting the Process, and the effect for the Customer if its execution took half the time.

C.13 Recording Participants for this Process (clause 5.5).

Name	Role	Email

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ANNEX A — DATA PROCESSING TERMS (EUROPEAN UNION)

Provided with this Agreement where clause 6.7 applies.

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