

LICENCE AGREEMENT

Zone C, fourth floor, Albion House

THIS AGREEMENT is dated 3 February 2025

PARTIES

(1) NORTHMERE ANALYTICS LIMITED (company number 11834527) of 4th Floor, Albion House, 61 Mosley Street, Manchester M2 3HZ ("**Northmere**"); and

(2) QUILLFIRE LABS LTD (company number 14720593) whose registered office is at 88 Tib Street, Manchester M4 1LG ("**Quillfire**").

BACKGROUND

Northmere occupies the fourth floor of Albion House under a lease. Quillfire is an early-stage machine-learning business in which Northmere's parent, Northmere Group Holdings Limited, holds a minority investment. Northmere has agreed to make office space available to Quillfire on the terms below.

1. DEFINITIONS

1.1 "**Building**" means Albion House, 61 Mosley Street, Manchester M2 3HZ. "**Licence Fee**" means GBP 2,450 per month plus VAT. "**Licence Period**" means the period from and including 3 February 2025 to and including 30 June 2027, unless ended earlier under clause 8. "**Shared Facilities**" means the reception area, kitchen and tea point, WCs and meeting rooms 1 to 3 on the fourth floor. "**Zone C**" means the enclosed area of approximately 1,050 sq ft at the north-east corner of the fourth floor shown hatched on the attached sketch plan, with its own lockable door.

2. LICENCE

2.1 Northmere grants Quillfire the right, for the Licence Period, to the exclusive use of Zone C as offices for up to fourteen people, and the right in common with Northmere to use the Shared Facilities (meeting rooms by booking through Northmere's system).

2.2 This agreement is a personal licence. Quillfire acknowledges that it is not intended to create the relationship of landlord and tenant and that Quillfire has no estate or interest in the Building.

2A. KEYS AND ACCESS

2A.1 Northmere shall provide Quillfire with two keys to the Zone C door and fourteen building access cards. Quillfire may fit its own lock to the Zone C door and shall then give one key to Northmere's office manager, to be used only in an emergency or on forty-eight hours' notice for inspection.

2A.2 Quillfire shall have access to Zone C at all times, 24 hours a day, 7 days a week, subject to the Building's security arrangements.

3. LICENCE FEE

3.1 Quillfire shall pay the Licence Fee monthly in advance on the first day of each month by standing order. The Licence Fee includes a fair contribution towards business rates, service charge, utilities, cleaning of the Shared Facilities and Northmere's Wi-Fi.

3.2 Quillfire shall pay a deposit of GBP 7,350 on signing, to be returned within one month after the end of the Licence Period less any sums owing.

4. QUILLFIRE'S OBLIGATIONS

4.1 Quillfire shall use Zone C only as offices, keep it clean and tidy, not make any alterations to it (other than installing its own furniture and equipment and the lock referred to in clause 2A.1), and not do anything which would put Northmere in breach of its lease.

4.2 Quillfire shall comply with the Building rules and with Northmere's reasonable directions about the Shared Facilities.

4.3 Quillfire shall insure its own furniture, equipment and other property and shall maintain public liability insurance of at least GBP 5 million.

5. NORTHMERE'S OBLIGATIONS

5.1 Northmere shall use reasonable endeavours to procure the provision of the services provided by the Building's landlord, but is not liable for any interruption to them.

5.2 Northmere shall not enter Zone C except in accordance with clause 2A.1.

6. ASSIGNMENT

6.1 This licence is personal to Quillfire, and Quillfire may not assign it or allow anyone else to occupy Zone C.

7. LIABILITY

7.1 Neither party's liability is excluded for death or personal injury caused by its negligence. Otherwise Northmere's total liability under this agreement is limited to the Licence Fee paid in the preceding twelve months.

8. TERMINATION

8.1 Northmere may end this licence by giving Quillfire not less than three months' written notice expiring on the last day of any month.

8.2 Either party may end this licence by notice with immediate effect if the other is in material breach and fails to remedy it within fourteen days after being notified.

8.3 On the end of this licence, Quillfire shall vacate Zone C, remove all its furniture, equipment and other property, return all keys and access cards, and make good any damage caused by the removal.

9. GENERAL

9.1 Notices under this agreement may be given by email to the addresses set out below. Northmere: office@northmere.ai. Quillfire: ana@quillfire.io.

9.2 This agreement is governed by the law of England and Wales.

Signed for and on behalf of **NORTHMERE ANALYTICS LIMITED:**

Chief Financial Officer

R. Thorne

Rebecca Thorne

Signed for and on behalf of **QUILLFIRE LABS LTD:**

Director

A. Ruiz

Ana Ruiz

Sketch plan

Zone C occupies the north-east corner bay, behind meeting room 3, entered by its own door off the main corridor. It contains fourteen desk positions and a small server rack (Quillfire's own) on the north wall.