



BUSINESS TERMS

These Terms and Conditions shall apply to the provision of Services by the Company to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.

Definitions

"The Company" means Program Framework Ltd.

"Agreement" means any agreement, proposal, schedule or quotation provided by the Company which is subject to these Terms and Conditions.

"The Client" means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Company;

"Fees" means the fees payable by the Client in accordance with the Terms of Payment in Clause 2;

"Services" means the services to be provided by the Company to the Client as set out in the Agreement.

1 The Services

- 1.1 The Company shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the Services to the Client.
- 1.2 The Company warrants and/or undertakes to perform the Services using reasonable skill and care and using highly qualified and experienced personnel.

2 Terms of Payment

- 2.1 All fees and expenses will be charged as specified in the Agreement and are payable within 30 days of the date of the Company's invoice. If the Client does not pay any amount properly due to the Company under these Business Terms, the Company may:
 - a) charge the Client interest on the overdue amount at the rate of 3% per annum above the UK base rate of Barclays Bank plc from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.2 Where the Company's fees and expenses are overdue for payment under the terms of clause 2.1 the Company reserves the right upon seven days' notice in writing to the client to suspend performance of its services until payment default is made good and the Company will be under no liability in respect of delay caused by such suspension of services.



3 Confidentiality

- 3.1 The Agreement is the confidential property of the Company. The Client agrees that no part of it shall be disclosed to any third party without the prior written consent of the Company or used for purposes other than the Services to be delivered to the Client.
- 3.2 The Client and the Company each agree to keep confidential and not to disclose to any third party any information (excluding information which is or becomes public knowledge other than as a result of a breach of these Business Terms) relating to the business or trade secrets of the other ("Confidential Information"), or to make use of any such Confidential Information for any purpose other than in connection with the Agreement or as required by law.

4 Remedies and Liabilities

- 4.1 The Client agrees to give the Company a reasonable opportunity to remedy any failure or shortcoming in the provision by the Company of the Services to the Client, including, without limitation, any failure to achieve specified service levels. The Company undertakes, at its expense, to use all reasonable efforts to implement such remedy as soon as reasonably practicable after any such failure or shortcoming is identified and reported to it by the Client in writing. In the event that the failure or shortcoming constitutes a material breach of any provision within these terms, and the breach is not remedied within 30 days, the Client may by notice in writing to the Company terminate the Agreement as from the date of such notice.
- 4.2 The Company accepts liability without limit for death or personal injury which is due to the negligence of the Company or its employees.
- 4.3 In respect of any liability which is not within the scope of paragraph 4.2, the Company's total liability under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) shall not exceed £250,000 in respect of each incident or series of connected incidents, and limited further to an aggregate amount of £1,000,000 in respect of all claims falling within the scope of this paragraph 4.3.
- 4.4 The Company will not be liable (whether in contract, tort (including negligence) or otherwise) for any indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused or any loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time, loss of goodwill, loss of anticipated savings or wasted management time, even if the Company has been advised of their possibility.
- 4.5 The Company will not be liable for any loss, damage, cost or expense whatsoever and howsoever caused arising from any fraudulent act, misrepresentation or default on the part of the Client, its directors, employees, agents and other contractors.
- 4.6 The express obligations and warranties made by the Company in the Agreement and these Business Terms are in place of and to the exclusion (to the fullest extent permitted by law) of any other warranty, condition or term or any kind, expressed or implied, statutory or otherwise, including (without limitation) any warranty relating to the condition, performance, merchantability, fitness for purpose or satisfactory quality of the Services or any part thereof.

5 Infringement of Copyright

The Company will defend, at its expense, any third party claim that any deliverable provided as part of the Services infringes the intellectual property rights of any third party, provided that the Client a) allows the Company conduct



of the defence of such claim, including any settlement, b) makes no prejudicial admission or statement, c) notifies the Company promptly of any claim and d) actively co-operates and assists the Company, at the Company's expense, in the defence of the claim. In the event that any damages are finally awarded against the Client in respect of such a claim or agreed by the Company in final settlement, these will be paid by the Company. This indemnity will not apply if the infringement is the result of the a) Client modifying or misusing the relevant deliverable or providing such deliverable to a third party, or b) the failure of the Client to use enhancements or modifications offered by the Company to avoid infringement, or c) the use of information, documents, facilities or items supplied by the Client for the purposes of the Services. This indemnity constitutes the Client's sole and exclusive remedy and the Company's entire liability with respect to any part of the Services infringing third party rights of any kind.

6 Intellectual Property Rights

- 6.1 The copyright and all other proprietary rights existing now or in the future in all documentation and other materials as well as in any idea, method, invention, discovery, design, concept or other work ("the Works") arising from the Company's performance of the Services (whether conceived or developed individually or jointly with the Client and others) shall belong to and be the absolute property of the Company. At the request and expense of the Company, the client will do all such things and sign all documents reasonably necessary to enable the Company to obtain all such rights in the Works.
- 6.2 Subject to the payment of all fees and expenses due to the Company for the Services, the Company will grant to the Client a non-transferable, non-exclusive licence to use and reproduce for its own internal use only any deliverable provided under the Agreement.
- 6.3 The Client acknowledges that in the course of its performance of the Services the Company may use products, materials or methodologies proprietary to the Company or a third party or the Company may produce proprietary materials or methodologies that are not part of the deliverables. The Client agrees that it will not have nor obtain rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement on terms to be agreed and the Client agrees to maintain the confidentiality of such items.
- 6.4 The Company warrants to the Client that the use of the third-party products, materials or methodologies will not infringe any third party's intellectual property rights or give rise to any cause of action against the Client.

7 Responsibilities

The Client agrees to provide the Company promptly with accurate and complete information concerning its activities, decisions and approvals relevant to the Agreement. If any of the Company's personnel work on the Client's premises, the Client will provide such personnel with suitable office accommodation and services, and full and free access to any required computing facilities. The Client is responsible for the provision of suitable environmental conditions, including electrical supplies, at its premises. The Client will ensure that all computing and ancillary facilities provided to the Company's personnel for use in connection with the Agreement and the working environment at the Client's premises will comply with all applicable health and safety regulations including the Health and Safety (Display Screen Equipment) Regulation 1992.

8 Force Majeure

Neither the Company nor the Client will be liable for any delay in performing or failure to perform their obligations if such failure or delay is as a result of causes outside the reasonable control of the responsible party.



9 Recruitment of Personnel

Neither party will for the duration of the Agreement and for a period of 6 months after its termination (for whatever reason), directly or indirectly solicit for employment, nor offer employment to, nor enter into any contract for services with any person who, at the time of such action or during a period of 6 months immediately preceding such action, carried out work in connection with the Agreement.

10 Ethics

- 10.1 The Company maintains an anti-bribery and corruption policy and confirms that it does not engage in Bribery, and that it will not, before and during the term of an Agreement under these Business Terms engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it to engage in Bribery. The Company shall procure that all relevant officers, employees or agents of the Company and any other persons who are engaged in connection with this Agreement and who are "associated" with the Company for the purposes of section 8 of the Bribery Act 2010 ("Associates") shall at all times comply with the Company's anti-bribery and corruption policy.
- 10.2 The Company confirms it has established and maintains appropriate business standards, procedures and controls to ensure compliance with all environmental regulations, labour laws, and best practice in the Company's industry.

11 Modern Slavery Act Compliance

- 11.1 The Company warrants to the Client that neither the Company nor any of its officers, employees, agents or subcontractors has:
- (i) committed an MSA Offence; or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its business or supply chain which are reasonably likely to give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 11.2 The Company warrants to the Client that it shall comply with the Modern Slavery Act 2015; and shall take all reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in any part of its business or in its supply chain.



12 Data

The Parties acknowledge and agree that to the extent that the Company receives or obtains any of the Client's data, the Client's data shall remain the sole property of the Client and the Company shall only use such data in connection with the performance of its obligations pursuant to the Agreement.

To the extent that any of the Client's data which the Company receives or obtains is personal data, the Company hereby agrees:

- i) that it shall act as a data processor appointed by the Client (acting as data controller) in respect of such personal data;
- ii) to only process such personal data in accordance with the Client's specific written instructions or to comply with its obligations pursuant to the Agreement;
- iii) to implement appropriate technical and organisational security measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, the personal data;
- iv) not to transfer such personal data outside the European Economic Area unless required to do so by the Client's specific written instruction;
- v) to provide the Client with such assistance as is reasonably necessary to enable the Client to comply with its obligations under the Data Protection legislation.

For the purposes of this clause, "personal data", "process", "data controller" and "data processor" shall have the meanings set out in the Data Protection Act 2018.

13 Severance

If any provision in these terms shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

14 Applicable Law

The Agreement and these Business Terms will be governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the English Courts.

Agreed:

For the Company

Authorised Signature

GERO RENKER

Printed Name

DIRECTOR

Title

Date

For the Client

Authorised Signature

Printed Name

Title

Date