

## Terms & Conditions of Service

These conditions, together with any Statement of Works (SoW), set out the basis on which SecureTeam shall provide services to the customer on the present matter and any matters in future that are not governed by a separate contract.

These conditions apply to all work that SecureTeam does for all of its customers. The customer's attention is particularly drawn to the provisions of clause 8 (limitation of liability).

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1. Definitions:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Charges</b>	the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).
<b>Commencement Date</b>	the date specified as the Commencement Date in the Statement of Works.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 11.5
<b>Contract</b>	the contract between SecureTeam and the Customer for the supply of the Services, comprising the Statement of Works and these Conditions.
<b>Control</b>	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
<b>Customer</b>	the person or firm who purchases Services from SecureTeam.
<b>Customer Default</b>	has the meaning set out in clause 4.2.

<b>Data Protection Legislation</b>	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
<b>Data Controller</b>	has the meaning set out in the Data Protection Legislation
<b>Data Processor</b>	has the meaning set out in the Data Protection Legislation.
<b>Data Subject</b>	has the meaning set out in the Data Protection Legislation.
<b>Deliverables</b>	the deliverables described in the Statement of Works produced by SecureTeam for the Customer
<b>Intellectual Property Rights</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Personal Data</b>	has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which SecureTeam is providing Services under the Contract.

<b>Processing and process</b>	have the meaning set out in the Data Protection Legislation.
<b>SecureTeam</b>	SecureTeam Ltd, a company registered in England and Wales with company number 10257784
<b>SecureTeam Website</b>	the website at <a href="http://www.secureteam.co.uk">www.secureteam.co.uk</a> .
<b>Services</b>	the services, including the Deliverables, supplied by SecureTeam to the Customer as described in the Statement of Works.
<b>Statement of Works</b>	the document entitled "Statement of Works" containing details of the Services, including the scope of work, location where the Services are to be performed, fees and payment terms
<b>Supplier Materials</b>	has the meaning set out in clause 4.1.10.
<b>Testing Consent Form</b>	the document entitled "Testing Consent Form" containing details of certain tests to be carried out by or on behalf of SecureTeam on the Customer's IT system and infrastructure as part of the Services and providing the Customer's consent to the same and (if applicable) confirmation that the Customer's hosting partners and/or any system owners have also provided their consent.

## 1.2. **Interpretation:**

- 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to **writing** or **written** includes faxes and emails.

## **2. Basis of contract**

- 2.1. Any request or order for Services by the Customer, including any acceptance of a quotation or proposal made by SecureTeam, shall constitute an offer by the Customer to purchase Services in accordance with these Conditions and shall not be binding on SecureTeam.
- 2.2. A contract for the supply of services shall only be formed when SecureTeam and the Customer execute a Statement of Works, at which point the Contract shall come into existence.
- 2.3. Any proposals, quotations, purchase orders, tenders, letters of intent, examples, samples, drawings, illustrations, diagrams, descriptive matter, sales documents, advertising or other material issued by SecureTeam, and any descriptions or illustrations or other material contained on the SecureTeam Website or in any marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not constitute an offer, form part of the Contract or have any contractual force
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing.

## **3. Supply of Services**

- 3.1. SecureTeam shall supply the Services to the Customer in accordance with the Statement of Works in all material respects.
- 3.2. SecureTeam shall use all reasonable endeavours to meet any performance dates specified in the Statement of Works or otherwise agreed in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. SecureTeam reserves the right to amend the Statement of Works if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and SecureTeam shall notify the Customer in any such event.
- 3.4. SecureTeam warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5. While SecureTeam shall use reasonable endeavours to identify security vulnerabilities in the Customer's IT system and infrastructure within the agreed scope of work and limited time period set out in the Statement of Works, SecureTeam gives no warranty or guarantee that any issues notified to the Customer are comprehensive or that the Customer's IT system and infrastructure is otherwise secure or free from vulnerabilities.

#### **4. Customer's obligations**

##### **4.1. The Customer shall:**

- 4.1.1. ensure that any information it provides or has provided to SecureTeam (including for the purpose of SecureTeam preparing quotations and proposals and in any Testing Consent Form) is complete and accurate and to promptly notify SecureTeam in the event that it ceases to be so;
- 4.1.2. co-operate with SecureTeam in all matters relating to the Services;
- 4.1.3. provide SecureTeam, its employees, agents, consultants and subcontractors, with access to the Customer's premises (and the premises of any third party to which SecureTeam needs access for the performance of the Services (including without limitation any third party data centre)), office accommodation, IT system and infrastructure and other facilities as reasonably required by SecureTeam;
- 4.1.4. provide SecureTeam with such information and materials as SecureTeam may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.5. where applicable, prepare the Customer's premises (and procure the preparation of the premises of any third party to which SecureTeam may need access for the performance of the Services (including without limitation any third party data centre)) and IT system and infrastructure for the supply of the Services;
- 4.1.6. ensure that the Customer's IT system and infrastructure is available for SecureTeam to provide the Services on the dates on which the Services are to be provided;
- 4.1.7. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 4.1.8. complete and sign a Testing Consent Form in respect of all tests to be carried out by or on behalf of SecureTeam on the Customer's IT system and infrastructure as part of the Services and procure that all necessary consents are given by the Customer's hosting partners and/or any system owners;
- 4.1.9. comply with all applicable laws, including health and safety laws; and

- 4.1.10. keep all materials, equipment, documents and other property of SecureTeam (**Supplier Materials**) at the Customer's premises (or the premises of any third party to which SecureTeam has access for the performance of the Services) in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to SecureTeam, and not dispose of or use the Supplier Materials other than in accordance with SecureTeam's written instructions or authorisation.
- 4.2. If SecureTeam's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - 4.2.1. without limiting or affecting any other right or remedy available to it, SecureTeam shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays SecureTeam's performance of any of its obligations;
  - 4.2.2. SecureTeam shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SecureTeam's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - 4.2.3. the Customer shall reimburse SecureTeam on written demand for any costs or losses sustained or incurred by SecureTeam arising directly or indirectly from the Customer Default.

## 5. Charges and payment

- 5.1. The Charges for the Services shall be calculated on a time and materials basis:
  - 5.1.1. the Charges shall be calculated in accordance with SecureTeam's daily fee rates, as set out in the Statement of Works;
  - 5.1.2. SecureTeam's daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days, unless otherwise agreed by the parties or where reasonably required for performance of the Services (for example, timings may change depending on the location where the Services are to be performed and any associated travel time);
  - 5.1.3. SecureTeam shall be entitled to charge an overtime rate of double the daily fee rate on a pro-rata basis (subject to clause 5.1.4) for each part day or for any time worked by individuals whom it engages on the Services outside of the hours referred to in clause 5.1.2, provided that SecureTeam shall not perform the Services outside of the hours referred to in clause 5.1.2 without the Customer's prior approval;

- 5.1.4. the duration of any of the Services specified in the Statement of Works are estimates only. In the event that the Services are completed in less time, the Charges specified in the Statement of Works shall not be reduced. In the event that SecureTeam is unable to complete the Services in the time set out in the Statement of Works, SecureTeam shall not be in breach of the Contract but shall promptly notify the Customer upon becoming aware of the same and, subject to the Customer's prior approval and if agreed by SecureTeam, shall continue to perform the Services at mutually agreed dates and times and charge for the additional time at the daily fee rate; and
- 5.1.5. SecureTeam shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom SecureTeam engages in connection with the Services including travelling expenses, hotel and accommodation costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by SecureTeam for the performance of the Services, and for the cost of any materials.
- 5.2. SecureTeam reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 5.3. Unless otherwise agreed by the parties and/or specified in the Statement of Works, SecureTeam shall invoice the Customer on completion of the Services. Notwithstanding the foregoing, SecureTeam reserves the right to require payment on account of part or all of the Charges as a condition to the provision or continued provision of the Services.
- 5.4. The Customer shall pay each invoice submitted by SecureTeam:
- 5.4.1. within 28 days of the date of the invoice; and
- 5.4.2. in full and in cleared funds to SecureTeam's bank account specified in the Statement of Works, and
- time for payment shall be of the essence of the Contract.
- 5.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by SecureTeam to the Customer, the Customer shall, on receipt of a valid VAT invoice from SecureTeam, pay to SecureTeam such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.6. If the Customer fails to make a payment due to SecureTeam under the Contract by the due date, then, without limiting SecureTeam's remedies under Clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 8% (eight per cent) a year above the Bank of England's base rate from time to time, but at 8% (eight per cent) a year for any period when that base rate is below 0% (zero per cent).
- 5.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Intellectual property rights**

- 6.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by SecureTeam.
- 6.2. SecureTeam grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business
- 6.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.
- 6.4. Notwithstanding clause 6.3, subject to obtaining SecureTeam's prior written approval, the Customer may provide a copy of the Deliverables on a confidential basis to any mutually agreed third party, provided that the Customer:
- 6.4.1. shall not modify the Deliverables in any way prior to providing them to the third party and shall only provide them in full;
  - 6.4.2. agrees that only the Customer, and not the third party, shall be entitled to rely on the Services and the Deliverables;
  - 6.4.3. shall procure that such third party shall not make any claim against, or assert the liability of, SecureTeam; and
  - 6.4.4. shall procure that such third party shall enter into a written agreement in favour of SecureTeam excluding such claims and liability.

The Customer agrees to indemnify and keep indemnified and defend at its own expense SecureTeam against all costs, claims, damages or expenses incurred by SecureTeam or for which SecureTeam may become liable due to any failure by the Customer or its employees or agents to comply with any of its obligations under this clause 6.4.

- 6.5. The Customer grants SecureTeam a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to SecureTeam for the purpose of providing the Services to the Customer.



## **7. Data protection and data processing**

- 7.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 0 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 7.2. The Customer and SecureTeam acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and SecureTeam is the Data Processor in respect of any Personal Data
- 7.3. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract. The Customer shall further ensure that all directions provided to SecureTeam shall be lawful and in accordance with the Data Protection Legislation.
- 7.4. SecureTeam shall process the Personal Data only in line with the Customer's documented instructions from time to time unless otherwise required by the Data Protection Legislation and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer. It is understood that the Services provided by SecureTeam to the Customer may include the incidental recovery of certain Personal Data and that SecureTeam is instructed to process this Personal Data for the purpose of providing the Services. SecureTeam will inform the Customer of such recovery from time to time and deal with any Personal Data recovered in accordance with the Customer's written instructions (if any). SecureTeam acknowledges that it is not entitled to use the Personal Data for its own purposes outside of the provision of the Services.
- 7.5. SecureTeam shall take steps to ensure the reliability of all its employees or other personnel who have access to the Personal Data, including by ensuring that they are obliged to keep such Personal Data confidential.
- 7.6. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 7.7. SecureTeam shall ensure that, having regard to the state of technological development and the costs of implementing any measures, it will:
- 7.7.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
    - a. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - b. the nature of the data to be protected; and
  - 7.7.2. take reasonable steps to ensure compliance with those measures.
- 7.8. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the

other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 7.

- 7.9. The Customer acknowledges that SecureTeam is reliant on the Customer for direction as to the extent to which SecureTeam is entitled to use and process the Personal Data. Consequently, SecureTeam will not be liable for any claim brought by a Data Subject arising from any action or omission by SecureTeam, to the extent that such action or omission resulted directly from the Customer's instructions.
- 7.10. SecureTeam agrees that it will:
- 7.10.1. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 7.10.2. notify the Customer without undue delay on becoming aware of a Personal Data breach; and
  - 7.10.3. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Data Protection Legislation to store the Personal Data. Notwithstanding the foregoing, and subject to the Data Protection Legislation, SecureTeam reserves the right to delete, return or destroy any Personal Data at any time; and
  - 7.10.4. maintain, in accordance with Data Protection Laws, written records of all categories of Processing activities carried out on behalf of the Customer.
- 7.11. The Customer generally authorises SecureTeam to appoint third parties (subcontractors) from time to time in order to provide the Services and process the Personal Data provided that:
- 7.11.1. the subcontractor's contract contains provisions which are substantially the same as those set out in clauses 7.1 to 7.14; and
  - 7.11.2. as between the parties, SecureTeam remains fully liable for all acts or omissions of any subcontractor appointed by it pursuant to this clause
- 7.12. All personnel intended to be involved in the provision of the Services as at the date of the Statement of Works are named in the Statement of Works. In the event that SecureTeam may engage additional or replacement personnel for the provision of the Services, SecureTeam shall inform the Customer of the engagement from time to time and the Customer, acting reasonably, may object to the appointment in writing within ten (10) Business Days of being so informed (or prior to the provision of Services by such individual(s) if earlier).
- 7.13. The Customer authorises SecureTeam to transfer Personal Data which it Processes on behalf of the Customer outside the European Economic Area (EEA) as required to perform the Services, including to any countries in which SecureTeam's subcontractors operate, provided that SecureTeam shall ensure that all such transfers are effected in accordance with the Data

Protection Legislation and by way of a legally enforceable mechanism for transfers of Personal Data as may be permitted under the Data Protection Legislation from time to time.

- 7.14. SecureTeam shall make available to the Customer such information as is reasonably necessary to demonstrate SecureTeam's compliance with its obligations under this clause, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
- 7.14.1. giving SecureTeam reasonable prior notice of such information request and/or audit being required by the Customer;
  - 7.14.2. paying SecureTeam's reasonable costs for assisting with the provision of information and allowing for and contributing to audits;
  - 7.14.3. ensuring that all information obtained or generated in connection with such audit or inspection is kept strictly confidential (save for disclosure to a supervisory authority or as otherwise required by applicable law);
  - 7.14.4. ensuring that such audit or inspection is undertaken with minimal disruption to SecureTeam's business, other SecureTeam service recipients and SecureTeam's subcontractors and acknowledging that such audit or inspection: (i) shall not oblige SecureTeam to provide or permit access to information concerning SecureTeam's internal pricing information or relating to other recipients of services from SecureTeam and (ii) shall be subject to any reasonable policies and procedures of SecureTeam's subcontractors for the purposes of preserving security and confidentiality; and
  - 7.14.5. ensuring that a maximum of one audit or inspection is activated in any twelve (12) month period.
- 7.15. Without prejudice to the terms of any Testing Consent Form, the Customer acknowledges and agrees that the Services include security testing services which simulate the actions of someone attempting to break into the Customer's IT system and infrastructure, that SecureTeam and its employees, agents, consultants and subcontractors are authorised to do so and access computer material held by or on behalf of the Customer for the purpose of providing the Services and that no offence is thereby committed by any of the foregoing under the Computer Misuse Act 1990 or any similar legislation in any jurisdiction.

## **8. Limitation of liability**

- 8.1. SecureTeam has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover that SecureTeam has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2. Nothing in the Contract shall limit or exclude SecureTeam's liability for any liability which cannot legally be limited or excluded, including liability for:
- 8.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- 8.2.2. fraud or fraudulent misrepresentation; or
- 8.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3. Subject to clause 8.2, SecureTeam shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - 8.3.1. loss of profits;
  - 8.3.2. loss of sales or business;
  - 8.3.3. loss of agreements or contracts;
  - 8.3.4. loss of anticipated savings;
  - 8.3.5. loss of use or corruption of software, data or information;
  - 8.3.6. loss of damage to goodwill; and
  - 8.3.7. any indirect or consequential loss.
- 8.4. Subject to clause 8.2, SecureTeam's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £2,000,000.
- 8.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6. Unless the Customer notifies SecureTeam that it intends to make a claim in respect of an event within the notice period, SecureTeam shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 (six) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail
- 8.7. This clause 8 shall survive termination of the Contract.

## **9. Termination**

- 9.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 14 (fourteen) days' written notice.
- 9.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 9.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 (seven) days of that party being notified in writing to do so;

- 9.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 9.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 9.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3. Without affecting any other right or remedy available to it, SecureTeam may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 9.3.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - 9.3.2. there is a change of Control of the Customer.
- 9.4. Without affecting any other right or remedy available to it, SecureTeam may suspend the supply of Services under the Contract or any other contract between the Customer and SecureTeam if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2.2 to clause 9.2.4 or SecureTeam reasonably believes that the Customer is about to become subject to any of them, or if SecureTeam reasonably believes that a risk to health or safety exists at the Customer's or any other premises at which the Services are to be provided.

## **10. Consequences of termination**

- 10.1. On termination of the Contract:
- 10.1.1. the Customer shall immediately pay to SecureTeam all of SecureTeam's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SecureTeam shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 10.1.2. the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then SecureTeam may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the

right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 10.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **11. General**

- 11.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **11.2. Assignment and other dealings.**

11.2.1. SecureTeam may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

11.2.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of SecureTeam.

### **11.3. Confidentiality.**

11.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

11.3.2. Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

11.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### **11.4. Entire agreement.**

11.4.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 11.4.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 11.4.3. Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5. **Variation.** Except as set out in these Conditions, no variation of the Contract (including the Services) shall be effective unless it is in writing and either signed by the parties or agreed via email exchange (in each case by the persons authorised to agree variations to the Services on behalf of each party as specified in the Statement of Works).
- 11.6. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.8. **Notices.**
- 11.8.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to that party's email address specified in the Statement of Works.
- 11.8.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



**11.9. Third party rights.**

11.9.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.10. **Arbitration.** Without prejudice to either party's right to bring proceedings in accordance with clauses 11.11 and 11.12, where the Services provided fall within the remit of the CREST scheme the Customer may refer the matter to the CREST Complaints and Resolutions procedure for arbitration. Further information can be obtained directly from [www.crest-approved.org](http://www.crest-approved.org).

11.11. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

These Conditions, together with any Statement of Works (SoW), set out the basis on which SecureTeam shall provide services to the Customer on the present matter and any matters in future that are not governed by a separate contract. These Conditions apply to all work that SecureTeam does for the Customer. The Customer's signature of the Statement of Works (SoW) or the Customer's continuing to engage SecureTeam's services will amount to acceptance of these Conditions. However, the Customer is requested to sign and date where outlined below and to return the signed copy to SecureTeam to confirm expressly that the Customer agrees to, understands and accepts these Conditions.

**Signature:** .....

**Name:** .....

**Position:** .....

**Date:** .....