

ENTERPRISE CONSULTING UK LIMITED

TERMS & CONDITIONS

**FOR THE SUPPLY OF SYSTEM, HOSTING
AND MAINTENANCE SERVICES**

0845 303 2000

Enterprise Consulting (UK) Ltd
Room 71, Charles Burrell Centre,
Staniforth Road,
Thetford, IP24 3LH

www.ecukl.com

VAT Number 787 5840 68

Company Number 4400530

MASTER DOCUMENT MANAGEMENT AGREEMENT

THIS AGREEMENT is made the (**DATE**) _____

BETWEEN:

1. ENTERPRISE CONSULTING (UK) LIMITED ("**Company**") company registration number 04400530 of Room 71, Charles Burrell Centre, Staniforth Road, Thetford, IP24 3LH; and
2. ("**Customer**") _____

1. BACKGROUND

This Agreement sets out how we will work together to enable you to use our "Document Management" service in a secure and responsible way.

AGREED TERMS

2. INTERPRETATION

2.1 The following definitions and rules of interpretation apply in this Agreement:

Agreement means this agreement, the Transaction Form(s) (whether written or submitted online) and Schedules.

Applicable Laws means any statute, statutory instrument, by-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal); rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body, and/or industry code of conduct or guideline, which relates to the Agreement and/or the Company's business or the business of the Customer or the Customer's Group.

Business Day means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

Charges means those charges as stated in the Transaction Form.

Commencement Date means the first day of the initial Subscription Period as stated in the Transaction Form.

Company, us or we or similar expression means Enterprise Consulting (UK) Limited incorporated and registered in England and Wales with company number 04400530 whose registered office is at Room 71, Charles Burrell Centre, Staniforth Road, Thetford, IP24 3LH.

Confidential Information means all information of a party and its Group which is confidential or secret or otherwise not publicly available (in both cases either in its entirety or in part) including, without limitation, the party's data and any commercial, financial, customer, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing, before or after the Commencement Date of the Agreement.

Content means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

Customer or you or similar expression means that entity stated in the Transaction Form as the customer.

Customer Data means any data, information or material submitted by you to the Site in the course of using the Service.

Data Protection Legislation means the GDPR (defined below), Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the

Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and the terms “**Controller**”, “**Personal Data**”, “**Processor**”, “**Process**”, “**Processing**” and “**Data Subject**” shall have the meanings as defined in the applicable Data Protection Legislation.

GDPR means Regulation (EU) 2016/679.

Group means together a person, its Parent Undertakings, its Subsidiary Undertakings, and the Subsidiary Undertakings of any of its Parent Undertakings from time to time and “**Group Company**” shall mean any of them.

ICO means the UK Information Commissioner’s Office.

Insolvency Event means in respect of a party, where it:

- (a) passes a resolution for its winding up (save for the purpose of a solvent reconstruction or amalgamation);
- (b) is subject to an order or notice issued by a court of competent jurisdiction for its winding up or striking off;
- (c) enters administration or is the subject of a notice of intention to appoint an administrator given by its directors or that party acting by its shareholders filed at any court of competent jurisdiction;
- (d) becomes subject to a company voluntary arrangement or a composition with its creditors generally, or an application is made by its directors to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 Companies Act 2006 (save in the latter case for the purpose of a solvent reconstruction or amalgamation);
- (e) has a receiver or a provisional liquidator appointed over all or a material part of all of its assets, undertaking and income;
- (f) ceases to trade; and/or
- (g) is the subject of anything analogous to any of the foregoing under the laws of any applicable jurisdiction other than the jurisdiction of the English Courts;

Intellectual Property Rights means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

Parent Undertakings has the meaning set out in section 1162 Companies Act 2006.

Renewal Date means the day immediately following the last day of a Subscription Period.

RPI means the Retail Prices Index or any official index replacing it.

Security Measures means: (i) technical and organisational measures that prevent or are designed to prevent the accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to Personal Data which comply with best industry practice; (ii) all measures required by Article 32, in conformance with Article 28(3)(c) of the GDPR; and (iii) any other security measures as may be notified by the Customer to the Company from time to time.

Service means the provision by the Company of an electronic document management system via the Internet (as agreed during the ordering process and as expressly stated in the Transaction Form) developed, operated, and maintained by the Company, accessible via a designated web site or IP address, to which you are being granted access under this Agreement, including Upload Facilities, Technical Support and the Content. The Services shall be provided in accordance with the Service Levels.

Service Levels means the levels of services as detailed in Schedule 2.

Site means the designated website or IP address for each Customer.

Site Software means the software for the Site.

Subscription Period means a period of twelve months from the Commencement Date.

Subsidiary Undertakings has the meaning set out in section 1162 Companies Act 2006.

Technical Support means remote desktop support, email contact and office hours (Mon-Fri 9.00 – 17.30 GMT) hotline and such other support as agreed from time to time in writing.

Transaction Form(s) means the sales transaction form evidencing the initial subscription for the Service and any subsequent transaction forms submitted online or in written form, specifying, among other things, the number of Unit Licences the services contracted for, the applicable charges, the billing period, and other charges as agreed to between the parties, each such Transaction Form to be incorporated into and to become a part of this Agreement.

Transfer Safeguards means safeguards that are recognised under the Data Protection Legislation for permitting the transfer of Personal Data outside of the United Kingdom.

Unit/ User means any of the Customer's employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by the Customer.

Unit License means a license granted by the Company for a Customer to use the Service.

Upload Facilities means data upload facilities via an Internet line.

2.2 Clause headings do not affect the interpretation of this Agreement.

2.3 Words in the singular include the plural and those in the plural include the singular.

2.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.5 References to including and include(s) mean respectively including without limitation and include(s) without limitation.

2.6 A person includes a corporate or unincorporated body.

2.7 Writing or written includes faxes and e-mail and instant messages.

3. COMMENCEMENT, DURATION AND OPERATION

3.1 By submitting your Transaction Form you are contracting with the Company for the supply of the Service on the terms and conditions of this Agreement.

3.2 Subject to clause 3.3, the Service will be provided to you from the Commencement Date for the Subscription Period and, after that, this Agreement will automatically renew for successive Subscription Periods of twelve months unless:

- (a) this Agreement is terminated by the Customer giving to the Company not less than one month's notice or by the Company giving to the Customer not less than three months' notice, such notice to expire no earlier than on a Renewal Date; or
- (b) this Agreement is terminated in accordance with clauses 11, 16.4 or 22.

3.3 By placing a Transaction Form you warrant and represent that:

- (a) you have the legal power and authority to enter into this Agreement;

- (b) you are not a competitor of the Company; and
 - (c) you have not falsely identified yourself nor have you provided any false information to gain access to the Service and that your billing information is correct.
- 3.4 By entering into a Transaction Form we warrant and represent that we have the legal power and authority to enter into this Agreement.
- 3.5 We may from time to time contact you to request your consent to disclose through the Company's marketing material the fact that you are a Customer and the edition of the Service that you are using as part of our "OurCustomers" listings. You are under no obligation to grant us any such consent (and which you may grant subject to conditions) and you may withdraw it at any time.

4. OUR OBLIGATIONS

We will provide the Services in accordance with Applicable Laws, and will use our reasonable endeavours to provide the Service with all reasonable and due skill and care in a manner consistent with best industry standards and so that the Service will perform substantially in accordance with the current published documentation for the Service under normal use and circumstances and in accordance with the Service Levels.

5 YOUR OBLIGATIONS AND RESPONSIBILITIES

You shall:

- (a) be responsible for all activity by Users in relation to the Service;
- (b) not use the Service for any purpose other than for your own and your Group's internal business purposes;
- (c) ensure that the Customer Data does not infringe any Applicable Laws or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights);
- (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Service, including those related to data privacy, international communications and the transmission of technical or personal data (subject always to the provisions of clause 25 (Data Protection));
- (e) notify the Company immediately and use reasonable efforts to stop immediately any (i) unauthorised use of any password or account or any other known or suspected breach of security (to the extent that such unauthorised use or breach of security is not caused by the wilful default, negligence, or breach of this Agreement or Applicable Laws by the Company); (ii) unauthorised copying or distribution of Content that is known or suspected by you or your Users; and
- (f) not make available or upload files to the Site that you know contain a virus, worm, trojan or corrupt data.

6 CHARGES AND PAYMENT

- 6.1 Prior to the initial Subscription Period, we will invoice you for our Charges for providing the Service. All Charges shall be payable in full and in advance of the Commencement Date unless otherwise agreed in writing and all amounts so paid are non-refundable (save where you terminate the Agreement in accordance with clause 11.1, in which case we shall pay you a pro-rated refund of the Charges paid in advance which relate to the period following termination).
- 6.2 All Charges are exclusive of VAT, which we shall add to our invoices at the appropriate rate, and all other taxes, levies, or duties imposed by any tax authorities, the payment of which you shall be responsible for.
- 6.3 In accordance with clause 3.2, we will automatically renew your subscription for the Service and issue an invoice to you at least 25 days prior to each Renewal Date. Our invoice is payable in full prior to the Renewal Date.
- 6.4 You agree that we may review and increase our Charges in accordance with increases the Company has incurred which the parties agree such increase shall be no greater than the lower of (i) 3% of the Charges for the previous twelve months or (ii) the percentage increase in RPI over the twelve months prior to the written notice of proposed changes to the Charges. We agree to give you written notice at least 60 days prior to the Renewal Date of any changes, such changes being effective upon renewal.
- 6.5 All charges for services provided by us which fall outside the scope of the Service will be charged on an as-quoted basis as agreed in writing by you.
- 6.6 You agree to provide us with complete and accurate invoicing and contact information, including your company name, full postal address, e-mail address, and the full name and telephone number of an authorised billing address and to update this information within 10 days of any change to it.
- 6.7 You will be invoiced in Sterling. Save where otherwise specified in the Transaction Form or this Agreement, all invoices shall be payable within 45 days of receipt.
- 6.8 If you believe your invoice is incorrect, you must contact us in writing within 20 Business Days of the invoice date so as to be eligible to be considered for an adjustment or credit.

7 NON-PAYMENT AND SUSPENSION

- 7.1 Without prejudice to any other right or remedy that we may have (and subject to clause 6.8), if you fail to pay us on the due date, we may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend the Service until payment has been made in full. Before we suspend the Service we will give you written notice of non-payment, and thirty days to remedy non-payment.
- 7.2 You will continue to be charged for use of the Service during any period of suspension.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The parties agree that the Company owns, and shall own, all Intellectual Property Rights in relation to the Service, the Content, the Site and the Site Software arising in connection with this Agreement (including any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service).
- 8.2 The parties agree that you own, and shall own, all Intellectual Property Rights in relation to the Customer Data. Nothing in this Agreement gives the Company the right to use any of the Customer's names, brand name, logos, or other Intellectual Property Rights without the Customer's prior written consent.
- 8.3 The Company hereby grants you a non-exclusive, non-transferable, revocable licence of the Intellectual Property Rights referred to in clause 8.1 for the sole purpose of using the Service. If this Agreement is terminated such licence will automatically terminate.
- 8.4 The Company shall indemnify the Customer and its Group Companies and keep them so indemnified in full and on demand against all actions, liability, damages, claims, costs, fines, penalties, expenses and losses (including without limitation any reasonable payments that the Customer or its Group Companies make to their customers by way of compensation) incurred or suffered by them arising out of any claims by a third party that the use, manufacture, supply and/or provision of the Services infringes its Intellectual Property Rights,

9 CUSTOMER DATA

- 9.1 Subject always to clause 25 (Data Protection) you are responsible for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.
- 9.2 We reserve the right to monitor your data storage usage on an ongoing basis.
- 9.3 Upon termination of this Agreement, your right to access the Customer Data will immediately cease. Subject always to clauses 12.3 and 12.4 and conditional upon you having paid all outstanding unpaid invoices, if within 60 Business Days of termination of the Agreement you request a copy of the Customer Data, we will as soon as reasonably practical make available to you the Customer Data in a usable data file in an industry standard format (eg csv) sufficient to allow the Customer to provide to another provider of these services. This will be provided to the Customer at no additional cost.

10 SERVICE RESTRICTIONS

You shall not:

- (a) other than with our prior consent, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
- (b) modify or make derivative works based upon the Service or the Content;
- (c) interfere with or disrupt the integrity or performance of the Services or the Content;
- (d) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; and
- (e) attempt to gain unauthorised access to the Service or its related systems or networks.

11 TERMINATION FOR CAUSE

- 11.1 Without prejudice to any other rights or remedies which the parties may have, either party (as the case may be) may terminate this Agreement without liability to the other immediately on giving notice to the other if:
- (a) the other party commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 Business Days of that party being notified in writing of the breach; or
 - (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - (c) (where the Customer is the terminating party) the Company undergoes an Insolvency Event.
- 11.2 On termination of this Agreement for any reason:
- (a) the Customer shall pay to the Supplier in accordance with the terms of the Agreement all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable within thirty days of receipt;
 - (b) the Customer's right to access the Customer Data will immediately cease and clauses 9.3, 12.3 and 12.4 shall apply.
- 11.3 Termination of the Agreement, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12 LIMITATION OF LIABILITY

- 12.1 This clause 12 sets out the entire financial liability of the Company and the Customer (including any liability for the acts or omissions of their respective employees, agents, consultants and subcontractors) to the other party and its Group Companies in respect of:
- (a) any breach of this Agreement;
 - (b) any use made by the Customer of the Service or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 12.2 All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by law.
- 12.3 The Company makes no representation or warranty that (i) (subject to the Service Levels) the use of the Service will be uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (ii) (subject to the Service Levels) errors or defects will be corrected, or (iii) (subject to the Service Levels) the Service or the server(s) that enable the Service to be provided will be available or are free of viruses or other harmful components. Furthermore the Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications and the Company shall not be responsible for or liable for any delays, delivery failures, or other damage resulting from such problems save to the extent that they are provided as part of the Service.
- 12.4 Nothing in this Agreement limits or excludes the liability of either party for death or personal injury resulting from negligence; or for any damage or liability incurred by the party as a result of fraud or fraudulent misrepresentation by the party; or for any other liability which cannot by law be excluded; or in respect of the obligations of the parties in clauses 8 (Intellectual Property Rights), 14 (Confidentiality), 15 (Anti-Bribery), 16 (Modern Slavery), 17 (Tax Evasion), 18 (IR35), or 25 (Data Protection).
- 12.5 Subject to clauses 12.3 and 12.4, neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

13 THIRD PARTY INTERACTIONS

Where our Site or Service contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14 CONFIDENTIALITY

- 14.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party and its Group disclosed or obtained as a result of the relationship of the parties under the Agreement or otherwise and shall not use nor disclose the same save for the purposes of the proper performance of its obligations under the Agreement or with the prior written consent of the other party.
- 14.2 The receiving party may disclose Confidential Information to its Group, and to an employee, consultant, or agent (including those of its Group) to the extent necessary for the performance of the Agreement provided such disclosure is subject to confidentiality obligations equivalent to those set out in this Agreement. The receiving party shall procure that any such Group Company, employee, consultant, or agent complies with such obligations. The receiving party shall be responsible to the disclosing party and its Group in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 14.3 The obligations of confidentiality in this clause 14 do not extend to any Confidential Information which the receiving party can show:
- 14.3.1 is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under the Agreement; or
- 14.3.2 was in its written records prior to the Commencement Date and not subject to any confidentiality obligations; or
- 14.3.3 was or is disclosed to it by a third party entitled to disclose the same; or

- 14.3.4 the parties agree in writing is not Confidential Information or may be disclosed; or
- 14.3.5 is required to be disclosed under any Applicable Laws, or by order of a court or governmental body or authority of competent jurisdiction.

15 **ANTI-BRIBERY**

- 15.1 The Company shall:
- 15.1.1 comply with all Applicable Laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 15.1.3 comply with the Customer's Anti-Bribery Policies (as notified to the Company from time to time) ("**Relevant Policies**");
 - 15.1.4 have and maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;
 - 15.1.5 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of the Agreement; and
 - 15.1.6 provide such supporting evidence of compliance as the Customer may reasonably request.
- 15.2 The Company shall ensure that any person associated with the Company who is performing Services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Company in this clause 15 ("**Relevant Terms**"). The Company shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 15.3 Breach of this clause 15 shall be deemed a material breach incapable of remedy under clause 11.1(a).
- 15.4 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15, a person associated with the Company includes, but is not limited to, any subcontractor of the Company.

16 **MODERN SLAVERY**

- 16.1 The Company shall:
- 16.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);
 - 16.1.2 comply with the Customer's Supplier Code of Conduct (as notified by the Customer to the Company) or if agreed otherwise in writing by the Customer, the Company shall have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance which have been reviewed and approved by the Customer (the "**Anti-Slavery Policy**");

- 16.1.3 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 16.1.4 ensure that each of its subcontractors and suppliers shall comply with the Anti-Slavery Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);
- 16.1.5 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 16;
- 16.1.6 implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains;
- 16.1.7 notify the Customer as soon as it becomes aware of: (i) any breach, or potential breach, of the Anti-Slavery Policy; or (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement; and
- 16.1.8 implement an appropriate system of training and record keeping to ensure compliance with the Anti-Slavery Policy.
- 16.2 The Company shall complete and respond to the Customer's slavery and human trafficking questions and/or due diligence questionnaire that it may request the Company to complete and in doing so, the Company shall ensure that its answers and responses are complete and accurate.
- 16.3 The Company warrants and represents that it conducts its business in a manner that is consistent with the Customer's Supplier Code of Conduct and the Anti-Slavery Policy.
- 16.4 The Customer may terminate the Agreement with immediate effect by giving written notice to the Company if the Company commits a breach of the Customer's Supplier Code of Conduct, the Anti-Slavery Policy and/or this clause 16.

17 TAX EVASION

17.1 The Company shall:

17.1.1 not engage in any activity, practice or conduct which would constitute either:

17.1.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

17.1.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

17.1.2 have and shall maintain in place throughout the term of the Agreement such measures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Company) and to ensure compliance with clause 17.1.1; and

17.1.3 promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Agreement;

17.2 The Company shall use reasonable endeavors to ensure that any person associated with the Company who is performing services in connection with the Agreement does so in compliance with obligations equivalent to those imposed on the Company in clause 17.1 ("**Relevant Tax Evasion Terms**"). The Company shall be responsible for the observance and performance by such persons of the Relevant Tax Evasion Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Tax Evasion Terms.

- 17.3 For the purposes of clause 17.1, the meaning of reasonable prevention procedures shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Company includes but is not limited to any subcontractor of the Company.

18 IR35

The Company shall:

- 18.1 only use personnel in the provision of the Services who are either:
- 18.1.1 direct employees of the Company or of its approved subcontractors, and who are paid by the Company or by its approved subcontractors through its payroll in the normal course under deduction of all applicable income tax under PAYE, and Class 1 National Insurance Contributions; or
- 18.1.2 self-employed contractors whose services are not provided by, or procured through, a personal services company, and
- by advance written notice to the Customer set out any proposed changes to personnel which mean such personnel will not (or potentially will not) fall within the categories described in 18.1.1 and 18.1.2 above for prior written approval of the Company Secretary of the Customer; and
- 18.2 ensure that all sums payable to direct employees referred to in clause 18.1.1 are made under deduction of all applicable income tax under PAYE, and Class 1 National Insurance Contributions, and further it shall ensure that all such applicable income tax under PAYE and Class 1 National Insurance Contributions are paid to HM Revenue and Customs;

19 NON-SOLICITATION

- 19.1 Neither party shall, for the term of the Agreement and for twelve months thereafter (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of that party, any employee, worker, or independent contractor of the other party who is or has been engaged in the provision or receipt of the Services.
- 19.2 A party shall not be in breach of clause 19.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 19.3 If either party commits any breach of clause 19.1, the breaching party shall, without prejudice to any other rights or remedies of the claiming party, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

20 NOTICE

Any notice under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Agreement, or such other address as may have been notified by that party in writing for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours (9am to 5pm), at 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

21 MODIFICATION OF AGREEMENT

The parties agree that any addition, amendment or modification of this Agreement shall only be effective if it is agreed in writing and signed on behalf of each party.

22 FORCE MAJEURE

A party shall have no liability to the other party under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, epidemic, pandemic, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm ("**Event of Force Majeure**"). A party claiming relief as a result of an Event of Force Majeure shall immediately notify the other party in writing, and shall use its reasonable endeavours to mitigate the effects of the Event of Force Majeure and resume performance of its obligations as soon as is practicable. Should the Event of Force Majeure continue for fourteen days or more, then the other party may terminate the Agreement by written notice to the party claiming relief as a result of the Event of Force Majeure.

23 GENERAL

- 23.1 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy. Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 23.2 The rights and remedies expressly provided for by this Agreement will not exclude any rights or remedies provided by law.
- 23.3 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede and replace any previous agreement, understanding, undertaking or arrangement of any nature whatsoever between the parties relating to the subject matter of this Agreement.
- 23.4 No text or information set forth on any other purchase order, pre-printed form or document (other than a Transaction Form) shall add to or vary the terms and conditions of this Agreement.
- 23.5 If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Transaction Form, then the terms and conditions of this Agreement will prevail.
- 23.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 23.7 Neither party shall, without the other party's prior written consent (such consent not to be unreasonably withheld, delayed, or conditioned), assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement, save that a party may assign or novate the Agreement in whole to its Group Company.

24 GOVERNING LAW AND JURISDICTION

- 24.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.
- 24.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

25 DATA PROTECTION

- 25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 25 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor. Where the performance of the Agreement requires that the Company Process any Personal Data on behalf of the Customer the parties agree that this will be limited to the Processing of contact details for Customer personnel for the duration of the Agreement, except as otherwise expressly permitted in writing by an appropriately authorised person acting on behalf of the Customer, or as required by Applicable Laws, in order to supply the Service and associated account management and administration, unless otherwise specified by the Agreement setting out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data Processed and the categories of Data Subject, as updated from time to time in writing by an appropriately authorised person acting on behalf of the Customer, and this clause 25 shall apply.
- 25.3 Without prejudice to the generality of clause 25.1, where the performance by the Company of its obligations under the Agreement requires that the Company Process any Personal Data on behalf of the Customer, in relation to any Personal Data processed the Company shall, at its own cost and expense:
- 25.3.1 process that Personal Data only on the written instructions of the Customer unless the Company is required by any Applicable Laws to which the Company is subject to process the Personal Data, in which case the Company shall promptly notify the Customer of the applicable legal requirement before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
 - 25.3.2 notify the Customer where the Company reasonably believes any documented instructions from the Customer in respect of the Processing of Personal Data (whether such instructions are included in the Agreement or otherwise) infringe any Data Protection Legislation or any other Applicable Laws;
 - 25.3.3 implement and maintain the Security Measures in relation to the processing of Personal Data by the Company to ensure that:
 - 25.3.3.1 the processing will meet the requirements of Data Protection Legislation and ensure the protection of the rights of Data Subjects;
 - 25.3.3.2 the level of security in respect of Personal Data processed by it is appropriate to the risks that are presented by the processing, in particular from:
 - a. accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed; and
 - b. any harm, damage and/or distress that might be suffered by a Data Subject to whom the Personal Data relates;
 - 25.3.3.3 the Personal Data processed by it under the Agreement complies with the requirements regarding security of processing set out in the Data Protection Legislation (as applicable to Processors), and other policies of the Customer as notified to the Company by the Customer from time to time;
 - 25.3.4 regularly assess and evaluate the effectiveness of the Security Measures adopted by it;

- 25.3.5 ensure that only those personnel who need to have access to the Personal Data are granted access, and only for the purposes of the performance of the Agreement and that all of the personnel permitted to access the Personal Data are subject to a duty of confidence to keep the Personal Data confidential and will do so in compliance with the obligations in this clause 25.3;
- 25.3.6 not transfer any Personal Data to any country outside the United Kingdom or to any International Organisation (meaning any organisation with an international membership, scope or presence) without the Customer's prior written consent (to be given or withheld in the Customer's sole discretion), with any consent of the Customer to be subject to such conditions (including Transfer Safeguards) as the Customer deems appropriate given its role as Controller;
- 25.3.7 notify the Customer within 2 Business Days if it receives (i) a request from a Data Subject to exercise their rights under the Data Protection Legislation; or (ii) any complaint or request from a Data Subject relating to the Data Protection Legislation;
- 25.3.8 assist the Customer by appropriate technical and organisational measures, taking into account the nature of processing and, insofar as is possible, in responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation;
- 25.3.9 notify the Customer of a breach of the Data Protection Legislation without undue delay (but no later than 12 hours after becoming aware of a breach) and provide the Customer without undue delay (no later than 48 hours after becoming aware of the Personal Data Breach) with such details as the Customer reasonably requires. Where the Company is unable to provide full details of the breach within 48 hours it shall regularly update, and not make or authorise any announcement or publication about such breach without the prior written consent of the Customer;
- 25.3.10 assist the Customer in its compliance with its obligations under the Data Protection Legislation with respect to the security of processing, data protection impact assessments and in respect of notifying any breach of the Data Protection Legislation to the ICO (or any other applicable supervisory authority) and affected Data Subjects, and with any ICO consultation required relating to high risk processing (where applicable), taking into account the nature of processing and the information available to the Company;
- 25.3.11 at the written direction of the Customer, securely delete or return Personal Data and copies thereof to the Customer on termination of the Agreement, or as otherwise requested by the Customer, unless required by Applicable Law to store the Personal Data; and
- 25.3.12 maintain and make available to the Customer complete, up to date and accurate records to demonstrate its compliance with this clause 25.3, including but not limited to maintaining a record of its Processing activities and the Security Measures, and permit, on reasonable notice and without charge, audits by the Customer or the Customer's designated auditor of all relevant records and systems in respect of the Company's compliance with Data Protection Legislation in relation to the Agreement.
- 25.4 The Company must not appoint any third party to Process Personal Data in order to fulfil its obligations under the Agreement without the prior specific written consent of the Customer. Where the Customer consents to such third party Processing the Company shall (i) ensure an agreement is entered into with the relevant third party which includes terms which are substantially similar to those set out in clause 25.3; (ii) obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the Processing of Personal Data by such third party will meet the

requirements of the Data Protection Legislation and (iii) remain liable to the Customer for any processing of Personal Data by any such third party.

- 25.5 The Company shall indemnify and keep indemnified the Customer and its Group in respect of all costs and expenses (including of complying with an ICO investigation), losses, damages, demands, claims and (to the extent permitted by law) fines, penalties, sanctions or compensation paid suffered or incurred by, awarded against or agreed to be paid by, the Customer and its Group in connection with the Company's (or any person or entity acting on its behalf's) breach of its obligations under clauses 25.1 to 25.4 (inclusive).

For and on behalf of **"CUSTOMER"** For and on behalf of **ENTERPRISE CONSULTING (UK) LIMITED**

Signature:

Name:

Position/title:

Date:

Signature:

Name:

Position/title:

Date:

SCHEDULE 1

MAINTENANCE TERMS AND CONDITIONS

The following terms and conditions ("Maintenance Agreement") govern the provision of maintenance and support services by Enterprise Consulting (UK) Ltd ("ECL") to Customer for all ECL supplied software items detailed in the accompanying ECL products Transaction Form. Customer's signature on the Transaction Form constitutes an acceptance of and its agreement to be bound by the maintenance agreement.

Section 1. Scope

- a. ECL shall perform the maintenance and support detailed in this Maintenance Agreement in respect of the ECL supplied Software and related third party components comprising the ECL software ("Supported Software").

Section 2. Services Provided

- 2.1 ECL shall, during the term of this Maintenance Agreement (which shall be the same as the Agreement), provide the following maintenance services in respect of the Supported Software as expanded on in the Services Levels (as that term is defined below):
 - b. ECL shall provide a telephone technical support line Monday through Friday (excluding UK public holidays) from 9:00 AM to 5:30 PM, United Kingdom time zone (the "**Service Hours**"), to provide assistance as necessary to cause the Supported Software to perform in accordance with the current published documentation.
 - c. ECL shall provide Maintenance Services to one or more Customer Representatives, as defined below.
 - d. ECL shall use its best endeavours to make the telephone support line available for a requested period outside Service Hours at rates agreed in writing with the Customer, which service fees shall be invoiced in arrears on completion of the service.
 - e. ECL may address the Supported Software via modem link or VPN/Internet Connection (supplied by Customer), as necessary, to provide Maintenance Services.
 - f. ECL shall provide enhancements to the Supported Software purchased by Customer when such enhancements are commercially available. Enhancements include bug fixes, updates, and improvements, but shall not include any new release or module announced by ECL as separately priced, optional or an extra cost improvement.
- 2.2 Maintenance Services shall not include on site services or support of Supported Software (i) that is not at the latest or penultimate version of the ECL Software as of the start date of the then current maintenance term, (ii) that has been modified without the authorization of ECL or (iii) that is the product of special customisation services purchased by Customer not through ECL. ECL shall be under no obligation to provide Maintenance Services in respect of any version or release of the ECL Software other than the current version or release and the penultimate version or release.

Section 3. Customer Responsibilities

- 3.1 Customer shall designate one or more employees as system representatives ("**Customer Representatives**") to be the principal points of contact for ECL.
- 3.2 Customer Representatives shall report to ECL any problems with the Supported Software together with such reasonable information as may be required by ECL to replicate such problem. ECL shall address any such replicable problem with an effort commensurate with its severity, as indicated in the Service Levels set forth in Schedule 2. ECL will also monitor performance of the Supported Software and resolve identified problems in accordance with the Service Levels set forth in Schedule 2.
- 3.3 Customer shall make a modem link or VPN/Internet Connection available to ECL promptly upon ECL's request, and in the event Customer does not provide a suitable connection, then Customer acknowledges and agrees that ECL will only provide reasonable efforts via telephone support, and further agrees that in the event ECL needs to provide on-site support, the Customer will be invoiced in arrears at rates to be agreed in writing by the Customer.
- 3.4 Customer shall not allow anyone other than ECL or the Customer Representative acting on advice from ECL to carry out any maintenance or update to the Supported Software without prior approval from ECL.
- 3.5 Customer shall ensure that adequate back-up copies of all data are made at all times.
- 3.6 Customer shall supply on reasonable request data necessary to enable ECL to carry out any of its obligations under this Maintenance Agreement.

Section 4 - NOT USED

Section 5. Additional Charges

- 5.1 ECL reserves the right to charge the Customer additional charges ("**Additional Charges**"), at rates agreed in writing with the Customer for time which in the reasonable opinion of ECL is required in relation to or on account of any of the following:
 - a. any assistance required by the Customer which does not result from either defects in the ECL Software or anything caused by the act or omission of ECL or its sub-contractors. For the avoidance of doubt, ECL confirms that it envisages that this sub-clause would only be invoked in exceptional circumstances, and problems which potentially could be ECL's fault would not be charged for;
 - b. unauthorized use of the Supported Software or use of the Supported Software other than in accordance with this Maintenance Agreement and/or the Agreement;
 - c. installing the ECL Software on a new network if requested by the Customer;
 - d. providing Maintenance Services outside the Service Hours;
 - e. providing Maintenance Services to the Customer where such support would in ECL's reasonable opinion have been unnecessary if the Customer had installed update(s) to the ECL Software offered to the Customer pursuant to this Maintenance Agreement prior to the call for technical support;
 - f. Providing training and any other services which are not explicitly covered by the Maintenance Services. Additional Charges shall be invoiced and paid by Customer within 45 days of receipt.