

1. Definitions

In this Contract the following words have the following meanings:

- 1.1 **“Affiliate”** means any direct or indirect Holding Company or Subsidiary Company of the relevant entity. A Company is a **“Subsidiary”** of another Company, if the latter company (**“Holding Company”**): (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. **“Company”** includes any body corporate or any legal entity capable under law of making a contract.
- 1.2 **“Client”** means the ‘Client’ that is a party to this Contract.
- 1.3 **“Contract”** means these Terms & Conditions, which regulate the relationship between the parties under which SOWs may be agreed from time to time.
- 1.4 **“Deliverables”** means the output/deliverables in respect of any Professional Services, excluding any Materials.
- 1.5 **“Fees”** means the fees and charges specified in the SOW.
- 1.6 **“Intellectual Property Rights”** means all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.

- 1.7 **“Law”** means any applicable laws, regulations, regulatory constraints, obligations, proclamations, rules (including binding codes of practice and statement of principles incorporated and contained in such rules), or applicable judgment of a relevant court of law which is a binding precedent, in each case in force in any jurisdiction that is or may be applicable to this Contract.
- 1.8 **“Materials”** means any tangible materials delivered by Supplier to the Client under this Contract.
- 1.9 **“Professional Services”** means training, consultancy, and/or other professional services further specified in the SOW and provided under this Contract.
- 1.10 **“SOW”** means a completed ‘SOW’ (Statement of Work) pro forma, which, when signed, forms a contract for Professional Services, incorporating these Terms & Conditions.

2. Professional Services

- 2.1 This Contract operates as a framework under which Professional Services may be provided if the parties agree any SOW(s) by completing an SOW pro forma.
  - (i) Any written communication is capable of constituting an SOW provided that it is clearly identified as an order for Professional Services.
  - (ii) An SOW is deemed completed and binding on the parties if: (a) it is signed or otherwise agreed by both parties; or (b) it is raised by the Supplier in accordance with Clause (iii) below. Each completed SOW is a separate contract for Professional Services. The completed SOW incorporates all the terms of this Contract that directly or indirectly relate to the SOW.
  - (iii) In the event that Professional

Services are undertaken by the Supplier on the written request of the Client and it is not reasonably practicable to populate and execute an SOW in respect of such services prior to such services commencing, as soon as reasonably practicable thereafter the Supplier shall raise a retrospective SOW capturing the Professional Services ordered by the Client, with the fees calculated either on a time and materials basis or as a fixed price as specified in an SOW. Such an SOW will not require the Client's signature to be binding on the parties.

2.2 The Supplier shall provide Professional Services using reasonable care and skill and in accordance with good industry practice and these T&Cs. The Supplier shall provide the Professional Services on the date(s) and at a location set out in the SOW or as subsequently agreed in writing by the parties. Both parties shall use their reasonable endeavours to meet the timescales specified in the SOW. The Supplier shall not be responsible for any failure to achieve deadlines or milestones in the SOW to the extent that the failure has been caused by any delay or default on the part of the Client. Time shall not be of the essence in relation to the Supplier's performance.

3. Client's Responsibilities

3.1 The Client shall:

- (i) undertake all reasonable enquiries to satisfy itself that the Professional Services are suitable for its needs before entering into this Contract;
- (ii) adopt such processes and make such changes to its working practices as are necessary to make effective use of the Professional Services;

- (iii) carry out all of its responsibilities set out in this Contract in a timely and efficient manner and, in particular, not act (or fail to act) in a manner that will delay or otherwise adversely impact on the Supplier (or its subcontractors) performance of Professional Services;
- (iv) provide the Supplier with all necessary information, co-operation, and assistance as may be required by the Supplier in order to provide Professional Services;
- (v) ensure it maintains back-ups of its data in accordance with good industry practice;
- (vi) comply with the Law with respect to its activities under this Contract.

4. Payment

- 4.1 The Client shall pay Fees in the manner specified in the SOW or otherwise fixed as specified under an SOW.
- 4.2 The Client shall pay any expenses reasonably incurred by the Supplier in performing its duties under this Contract, including travel, accommodation, subsistence and telecommunication expenses. Such expenses may be further detailed in the relevant SOW.
- 4.3 The Supplier shall be entitled to raise invoices for Fees and charges as and when they fall due for payment under Clause 4.1.
- 4.4 The Client shall pay the Supplier's invoices either within thirty (30) days of the date of the invoice, unless otherwise specified in the SOW.
- 4.5 The Client may not withhold payment of any amount due to the Supplier because of any set-off, counter-claim, abatement, or other similar deduction.
- 4.6 All fees payable by the Client to the Supplier under this Contract are

payable in Pounds Sterling and are exclusive of any tax, levy or similar governmental charges, including value added or sales tax, that may be assessed by any jurisdiction, except for income, net worth or franchise taxes on the Supplier.

- 4.7 If any sum payable under this Contract is not paid ten (10) days after the due date for payment then (without prejudice to the Supplier’s other rights and remedies) the Supplier reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at the annual rate of ten per cent measured from the due date to the date of payment, provided that at no time shall the Client be required to pay interest at an effective rate higher than legally permissible.

5. Property Rights and Licences

- 5.1 Title to the Materials is and shall at times remain with the Supplier unless otherwise specified in the SOW. The Supplier and its licensors own(s) and shall continue to own all Intellectual Property Rights in the Deliverables. Full and unencumbered title (with full title guarantee) in Deliverables shall vest in the Supplier absolutely upon creation. The Client undertakes at the request of the Supplier at all times from the date of this Contract to, and to procure that any and all of its sub-contractors and any third party involved in any SOW shall, do all acts and execute all documents, papers, forms and authorisations and to dispose to or swear all declarations or oaths reasonably necessary and/or desirable to give effect to the provisions of this Clause 5.1.
- 5.2 The Supplier grants to the Client a non-exclusive non-transferrable perpetual licence to use the Deliverables for its internal business purposes (and not for commercial exploitation or sublicensing).

6. Confidentiality

- 6.1 Each party that receives (“**Receiving Party**”) non-public business or financial information (“**Confidential Information**”) from the other (or the other’s Affiliates) (“**Disclosing Party**”), whether before or after the date of this Contract shall:
- (i) keep the Confidential Information confidential;
  - (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 6.2, or 6.3; and
  - (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract (“**Permitted Purpose**”).
- 6.2 The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a “**Permitted Third Party**”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 6 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Clause 6.
- 6.3 If required by Law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing

Party to obtain an order for providing for the confidentiality of such information.

6.4 The parties agree that any breach of the restrictions contained in this Clause 6 may cause irreparable harm to the innocent party, whereupon the innocent party shall be entitled to injunctive relief without the necessity of proving damages or the inadequacy of money damages, posting any bond or other security in addition to all other legal or equitable remedies.

7. Data Protection

7.1 For the purposes of this Clause 7:

- (i) **“Applicable Laws”** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or the Data Protection Legislation;
- (ii) **“Data Controller”, “Data Subject”, “Personal Data”, “Data Processor”, and “Process”** shall have the meaning specified in the Data Protection Legislation; and
- (iii) **“Data Protection Legislation”** means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it.

7.2 The Supplier shall in respect of Personal Data that it Processes pursuant to this Contract and/or any SOW(s):

- (i) process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the

Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from notifying the Client;

- (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the Client has provided appropriate safeguards in relation to the transfer;
- (v) assist the Client, at the Client’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;
- (vi) notify the Client without undue delay on becoming aware of a Personal Data breach;

- (vii) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Laws to store the Personal Data; and
  - (viii) maintain complete and accurate records and information to demonstrate its compliance with this Clause 7 and allow for audits by the Client on reasonable notice and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 7.3 Subject matter and duration of the processing of Personal Data:
- (i) The subject matter and duration of the processing of Personal Data is set out in this Contract and is further detailed in the Supplier’s privacy policy (freely available on request).
- 7.4 The nature and purpose of the processing of Personal Data:
- (i) Such processing, in accordance with the Client’s instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.
- 7.5 The types of Client Personal Data to be Processed:
- (i) The Client may submit Personal Data in the course of using the Professional Services, the extent of which is determined and controlled by the Client in its sole discretion, which may include, but is not limited to Personal Data relating to the following: name;

- personal contact details; professional contact details; IP addresses; cookie data; login credentials; and traffic data including web logs.
- 7.6 The categories of Data Subject to whom the Client Personal Data relates:
- (i) The Client may submit Personal Data to the Supplier, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: the Client’s customers, employees, business partners and suppliers.
- 7.7 The obligations and rights of the Client:
- (i) The obligations and rights of the Client are set out in this Contract and any applicable SOW(s) and is further detailed in the Supplier’s privacy policy (freely available on request).

8. Term and Termination

- 8.1 **This Contract.** This Contract is formed (and becomes legally binding) upon signature and/or acceptance by both parties (“**Effective Date**”). This Contract shall commence on the Effective Date and shall continue unless and until terminated by either party in accordance with this Clause 8.
- (i) Either party shall be entitled to terminate this Contract by giving to the other party not less than ninety (90) days’ prior written notice.
  - (ii) Either party shall be entitled to terminate this Contract immediately if the other party commits any material breach of this Contract and fails to remedy that breach within thirty (30) days of written notice of that breach (the 30 day period only applies where a breach is capable of



remedy - if it is incapable of remedy, the Contract may be terminated by written notice immediately).

8.2 **SOW(s).** The SOW(s) shall commence in accordance with Clause 2 and shall terminate on completion of the Professional Services or in accordance with this Clause 8.

- (i) Either party shall be entitled to terminate any SOW(s) immediately by giving to the other party not less than sixty (60) days’ prior written notice.
- (ii) Either party shall be entitled to terminate any SOW(s) immediately by giving written notice to the other party if that other party commits any material breach of the applicable SOW that is incapable of remedy (if the breach is capable of remedy, this Contract may be terminated immediately if the other party fails to remedy that breach within thirty (30) days of written notice).

8.3 **Insolvency.** Either party shall be entitled to terminate either this Contract and/or any SOW(s) immediately by giving written notice to the other party if that other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.

9. Consequences of Termination

9.1 On termination of this Contract howsoever caused: (a) the SOW(s) shall be unaffected; (b) each party shall

return, in good condition, the tangible property of the other party (if any) that was made available under this Contract in accordance with that other party’s reasonable instructions; (c) the rights and duties created by Clauses 4, 5, 6, 7, 10, 13, and 14 shall survive; (d) the rights of either party which arose on or before termination shall be unaffected.

9.2 On termination of any SOW(s) howsoever caused: (a) other SOW(s) and the Contract shall be unaffected; and (b) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under the SOW(s) in accordance with that other party’s reasonable instructions.

9.3 In the event that termination of the Contract precedes completion of the Professional Services: (i) the Supplier shall make such partial delivery to the Client of the Materials and Deliverables as is reasonably practicable, such Materials and Deliverables to be provided on an “AS IS” basis; and (ii) if the parties had agreed to a fixed price under the SOW, the Supplier may (at its sole discretion) reduce the fixed price by an amount that reasonably reflects both the value of the Professional Services that have been provided under the SOW and the cost to the Supplier of providing such Professional Services.

10. Liability

10.1 Neither party shall exclude or limit its liability for: (a) death or personal injury caused by its negligence; and/or (b) fraudulent misrepresentation.

10.2 Subject to Clause 10.1, the Supplier shall not be liable for loss of profit, loss of data (excluding Personal Data processed by the Supplier pursuant to this Contract and/or any SOW(s)), loss of revenue, loss of anticipated savings, or loss of goodwill.

- 10.3 The Supplier’s Contractual Liability to the Client shall not exceed ten thousand Pounds Sterling (£10,000). “**Contractual Liability**” means liability howsoever arising under or in relation to the subject matter of this Contract that is not: (a) unlimited by virtue of Clause 10.1; or (b) excluded pursuant to Clauses 10.2 and 10.3.
- 10.4 The Supplier’s SOW Liability to the Client shall not exceed the fees paid (plus any unpaid fees that are payable) under the SOW under which the claim (or series of connected claims) arose. “**SOW Liability**” means liability howsoever arising under or in relation to the subject matter of the SOW under which the claim (or series of connected claims) arose that is not: (a) unlimited by virtue of Clause 10.1; (b) excluded pursuant to Clauses 10.2 and 10.3.
- 10.5 Except as expressly provided in this Contract and/or any SOW(s), the Supplier hereby excludes any implied condition or warranty concerning the merchantability, quality or fitness for purpose of its Professional Services, whether such condition or warranty is implied by statute or common law.
- 10.6 Neither party shall be liable for any delay or failure in performing its duties under this Contract and/or any SOW(s) caused by any circumstances beyond its reasonable control.

11. Assignment and Subcontracting

- 11.1 Neither party shall assign or otherwise transfer this Contract and/or any SOW(s) or any of its rights and duties under this Contract and/or any SOW(s) without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, provided that the Supplier shall be entitled (and the Client hereby irrevocably consents) to assign in whole or in part, or novate the entirety of this Contract and/or any SOW(s), to any Affiliate as part of a bona fide

corporate restructuring by providing not less than seven (7) days’ prior written notice to the Client.

- 11.2 The Supplier may sub-contract the performance of any of its duties. The Supplier shall be entitled, at its sole discretion, to replace such service providers from time to time without notice to the Client.
- 11.3 The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

12. Changes

- 12.1 No changes to this Contract or the SOW shall be valid unless made in writing and agreed by the authorised representatives of both parties, subject to Clauses 12.2 and 12.3.
- 12.2 Where the SOW sets out specific provisions concerning changes and/or cancellations, the provisions of the SOW shall take precedence over the terms set out in these T&Cs.
- 12.3 Neither party shall unreasonably withhold its consent to the other’s request to re-schedule the date or time of performance of certain Professional Services.

13. Non-Solicitation

- 13.1 For the duration of this Contract and a period of twelve (12) months thereafter, each party shall not, and shall ensure that any of its Affiliates shall not, without the prior written consent of the other, solicit, entice away, and/or actively initiate recruitment (whether directly or indirectly) of any employee of the other who performed (or is performing) a material function for the other party (excluding administrative, secretarial, or other back-office functions).
- 13.2 If a party breaches Clause 13.1, it shall pay the other party an amount equal to the last twelve (12) months’ salary of

the applicable individual in recognition of the value of the individual to the other party and cost of recruiting and training a replacement. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by the other party in these circumstances and not a penalty.

14. General Provisions

- 14.1 **Publicity.** The Client hereby irrevocably consents to the Supplier referring to the Client as a client of the Supplier in its sales and marketing literature (including its web site) for up to 5 years from completion of their last Statement of Work .
- 14.2 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Contract.
- 14.3 **Relationship.** Nothing in this Contract shall render the Client a partner or an agent of the Supplier and the Client shall not purport to undertake any obligation on the Supplier’s behalf nor expose the Supplier to any liability nor pledge or purport to pledge the Supplier’s credit.
- 14.4 **Entire Agreement.** This Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.
- 14.5 **Severance.** If any part of this Contract is held unlawful or unenforceable that part shall be struck out and the remainder of this Contract shall remain in effect.
- 14.6 **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Contract shall be a waiver of or prejudice those rights.
- 14.7 **No Bribery.** Each party warrants to the other that it: (a) has not and will not commit an offence under the Bribery

Act 2010 in relation to this Contract or any other contract between the parties; and (b) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under that Act.

- 14.8 **Counterparts.** This Contract may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.
- 14.9 **Notices.** All notices (which include invoices and correspondence) under this Contract shall be in writing and shall be sent to the address of the recipient set out in this Contract or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first- class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.
- 14.10 **Law.** This Contract is governed by the laws of England and the exclusive jurisdiction of the English courts.



## Hart Square - Professional Services: Terms & Conditions

**Signature**

I confirm that I have read and agree to these Terms & Conditions and all documents referenced herein.

Signed for on behalf of Hart Square  
Consulting Limited:

**Signed for on behalf of the Customer:**

**Signed:**

Name:

**Title:**

**Date Signed:**

**Signed:**

Name:

**Title:**

Date Signed: