

Postremo IT Terms and Conditions

1 This Agreement

1.1 Customer has agreed to appoint Postremo IT Limited (a company registered in England and Wales with registered number 09568468) ("Postremo IT") as its supplier of information technology services and Postremo IT has agreed to accept such appointment on and subject to the terms and conditions of this Agreement.

1.2 These terms and conditions should be read in conjunction with completed Proposals, which contain the Service description(s) (which may otherwise be set out in the 'service definition' document), pricing (which may otherwise be set out in the 'pricing' document) and other arrangements specific to Customer's contract with Postremo IT. References to 'Proposal' in this Contract shall include the 'service definition' document and 'pricing' document where applicable. Signature of a Proposal on behalf of each of Customer and Postremo IT creates a legally binding contract made up of that Proposal by Customer and Postremo IT, the relevant sections of these terms and conditions and other documents incorporated by reference in the Proposal or these terms and conditions. For ease, such contract is referred to in these terms as this "Agreement".

2 Interpretation

In this Agreement, unless the context requires otherwise, capitalised terms will have the meaning given in Appendix 1 and the rules of interpretation set out in Appendix 1 will apply.

3 Order Process

3.1 This Agreement will be formed only when Postremo IT accepts an initial Proposal by signing it and notifying Customer in writing.

3.2 Customer may order additional Services, including but not limited to the delivery of third party software and configuration services, from Postremo IT by submitting to Postremo IT an additional Proposal ("Additional Services"). Postremo IT will have no obligation to accept any additional order but if Postremo IT signs an additional Proposal and notifies Customer in writing, the Proposal will become part of this Agreement and will not form a separate contract to it.

3.3 The purchase of certain Services may be subject to additional, third party terms and Customer may be required to enter into separate agreements prescribed by a third party involved in providing those Services or accept third party terms on a "back-to-back" basis. Customer's receipt of and use of such Services will be subject to any such third party terms. Where applicable, further information will be provided in the relevant Proposal (or an attachment thereto provided by Postremo IT).

3.4 Without prejudice to clause 3.3, the provisions of this Agreement will apply in respect of the subject matter of the relevant Proposal to the exclusion of any other terms and conditions contained or referred to in any order, letter, form or other communication sent by Customer to Postremo IT.

4 Customer Group

4.1 Any other member of the Customer Group may submit and sign additional Proposals on Customer's behalf (each an "Authorised Service Recipient") if agreed by the Parties in a previous Proposal or if Customer otherwise gives such Customer Group member authority by notifying Postremo IT in writing. If an additional Proposal is placed by an Authorised Service Recipient and Postremo IT accepts it in accordance with clause 3.2, it will become part of this Agreement and will be binding on Postremo IT and Customer as if it were placed by Customer directly.

4.2 If agreed by the Parties in an Proposal, or if Customer otherwise notifies Postremo IT in writing, that a limit will be placed on the level of Charges that any Authorised Service Recipient may agree to on Customer's behalf (either in aggregate or in respect of any individual additional Proposal), Customer will ensure that such Authorised Service Recipient does not submit, and Postremo IT will not accept, any additional Proposal that would exceed such a limit (either alone or in combination with any other additional Proposal).

4.3 Customer will be liable for the acts and omissions of each Authorised Service Recipient as though they were the acts and omissions of Customer.

5 Provision of Services

5.1 From the Start Date, Postremo IT will use its reasonable endeavours to provide the Services to Customer (and, if applicable, the relevant members of the Customer Group) in accordance with the Proposal.

5.2 The Services will be provided to the Customer Sites, unless otherwise stated within this Agreement. Any change to the Customer Sites will be subject to the Change Control Procedure.

5.3 If any Service is described as a "Third Party Service" in the relevant Proposal, Postremo IT will pass onto Customer the benefit of any service levels and warranties provided by such third party provider, to the extent Postremo IT is permitted to do so under the terms of its agreement with the relevant third party provider. Notwithstanding any other provision of this Agreement, all other warranties and conditions in respect of such

Services, whether express or implied are hereby excluded to the extent permitted by law.

5.4 Where a Proposal specifies that Postremo IT will resell Third Party Software to Customer in connection with the Services, Customer will pay the applicable Charges to Postremo IT in accordance with clause 8 below and will be solely responsible for the licensing of Third Party Software.

5.5 Customer is solely responsible for selecting any Third Party Software and acknowledges that any recommendations given by Postremo IT are for inf

5.6 Customer will comply with the terms of any end user license and any other applicable terms and conditions in connection with third party software ("Third Party Terms").

5.7 CUSTOMER WILL INDEMNIFY POSTREMO IT AGAINST ANY AND ALL LIABILITY ARISING FROM CUSTOMER'S BREACH OF AND/ OR FAILURE TO COMPLY WITH ANY THIRD PARTY TERMS.

5.8 Customer will grant Postremo IT access to the Customer Operating Environment as Postremo IT may reasonably require to enable it to provide the Services to Customer or any Authorised Service Recipient pursuant to this Agreement.

5.9 Postremo IT may modify or suspend the Services as necessary to comply with any law or court order.

5.10 Postremo IT will comply with all security, audit and other procedures and requirements of Customer agreed in any Proposal.

5.11 POSTREMO IT WILL NOT BE LIABLE FOR ANY BREACHES OF THIS AGREEMENT, NOR WILL POSTREMO IT BE LIABLE FOR ANY DELAYS AND/ OR FAILURE IN DELIVERING THE SERVICES DUE TO AN ACT OR OMISSION OF A THIRD PARTY OR DUE TO THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY SOFTWARE.

6 Customer responsibilities

6.1 Customer will comply with any relevant Customer obligations set out in the Proposal.

6.2 Customer is solely responsible for determining the security measures and security policies required by it ("Customer Security Requirements"). Customer will promptly inform Postremo IT of its Cyber Security Requirements and any necessary updates required to them. Any updates required to the Customer Security Requirements shall be subject to a further Proposal. Customer acknowledges:

6.2.1 it is Customer's responsibility to prepare and maintain Customer Security Requirements which are appropriate for Customer's business;

6.2.2 Postremo IT may, where reasonably requested, provide guidance on Customer Security Requirements but Customer at all times remains responsible for the Customer Security Requirements and selecting any Third Party Software needed in respect of such requirements. Postremo IT will not have any responsibility or liability in relation to the Customer IT Security Requirements; and

6.2.3 Postremo IT does not provide any warranty regarding the adequacy of the Services and does not warrant that the Services, or their design, will protect your data from corruption, loss or degradation in all circumstances.

6.3 If Postremo IT is informed by government authorities or other parties of inappropriate or illegal use of Postremo IT's facilities or other networks accessed through Postremo IT, or if Postremo IT otherwise learns of such use or has reason to believe such use may be occurring, or if Postremo IT receives a court judgment or order or request related to Customer from any law enforcement or governmental authority, then Customer will co-operate in any resulting investigation by Postremo IT or relevant government or law enforcement authorities. Any government determinations will be binding on Customer. If Customer fails to co-operate with any such investigation or determination, or fails to immediately rectify any illegal or inappropriate use, Postremo IT may immediately suspend the Services.

6.4 Customer may use the Services for its own benefit and for the benefit of its Group but may not resell or sublet the Services to any third party.

7 Customer Sites

7.1 As between Customer and Postremo IT, Customer will be responsible for maintaining the physical security of the Customer Sites.

7.2 While on the Customer Sites, Postremo IT will comply with all reasonable security and health and safety policies of Customer provided in advance to Postremo IT.

7.3 Access to Customer Sites will be made available to Postremo IT Personnel by Customer in connection with this Agreement to the extent required by

- Postremo IT to perform the Services pursuant to the terms of this Agreement.
- 7.4 Customer may refuse to admit to any Customer Sites any member of Postremo IT Personnel whose admission would, in the reasonable opinion of Customer, be a security risk to Customer or disruptive to Customer's business. Customer will provide Postremo IT with reasons in writing for any such refusal.
- 8 Payment and Invoicing**
- 8.1 In consideration of the provision of the Services in accordance with the terms of this Agreement, Customer will pay the Charges to Postremo IT.
- 8.2 When Customer signs a Proposal, Postremo IT will invoice Customer for any setup or implementation Charges listed in the Proposal, together with any costs incurred through the purchase of any material that Customer has agreed to pay for in accordance with and as set out in the Proposal.
- 8.3 When Customer signs a Proposal, Postremo IT will also invoice Customer for any Regular Charge listed in the Proposal.
- 8.4 Postremo IT will invoice Customer for any Variable Charges that become payable as a result of the Services that Postremo IT provides. Variable Charges will be calculated in accordance with the rates set out in the Proposal.
- 8.5 If Postremo IT provides any other Services to Customer, the Charges payable will be agreed in advance between Postremo IT and Customer in the relevant Proposal.
- 8.6 Postremo IT may invoice Customer either in advance or in arrears as specified in the Proposal.
- 8.7 Postremo IT will invoice Customer for all Charges in accordance with the frequency set out in the Proposal. Unless stated otherwise in the Proposal, invoices are payable within 30 days of the date on which it is issued to Customer.
- 8.8 Customer is solely responsible for paying any charges for the lease or use of telecommunications lines or any other Third Party Services.
- 8.9 The fees for any Third Party Software provided by Postremo IT shall be as set out in the Proposal.
- 8.10 The Charges do not include applicable taxes (including VAT) or import/export duties or shipping and delivery charges. If any of those duties or charges are incurred, they will be added to any relevant invoice and will be payable by Customer or, if payable on a withholding tax basis, will be payable by Customer to the relevant authority direct.
- 8.11 Customer will not be entitled to deduct or off-set any amount that Postremo IT may owe to Customer against any Postremo IT invoice.
- 8.12 If Customer does not pay an invoice (which is not disputed in good faith):
- 8.12.1 within 14 days of the due date, Postremo IT may, at any time thereafter (until payment is made), suspend and/or disable the Service. If Postremo IT does disable the Service and Customer wishes to have it re-enabled, Postremo IT may charge Customer a re-connection fee; and
- 8.12.2 within 30 days of the due date, Postremo IT may terminate the Agreement. If Postremo IT terminates the Service under this clause 8.12.2, Customer's obligation to pay Charges will not terminate.
- 8.13 Postremo IT will contact Customer at least twice outlining details of any overdue invoices before taking any of the actions listed in clause 8.12.
- 8.14 From the first day of Year after the first Year, the Charges can automatically increase by a percentage amount equal to the increase in the retail prices index (as published by the Office for National Statistics) for the previous calendar year. If the change in the relevant index is zero or negative, the Charges will increase by 1%.
- 8.15 Postremo IT may increase its Charges to reflect any change in the law or tax rules that affect providers of the Services (or similar services). If a change is implemented under this clause 8.14, Postremo IT will give Customer written notice of any resulting increase in the Charges and the date on which it will become effective.
- 8.16 In respect of clauses 8.14 and 8.15 above, Postremo IT will use reasonable endeavours to provide Customer with not less than 30 days' prior written notice of any increases.
- 8.17 If Customer does not pay any invoice (which is not disputed in good faith) in full by the due date, Postremo IT will be entitled to charge Customer interest on the unpaid undisputed amount calculated at a rate of 4% per annum above the prevailing base rate of the Bank of England, that interest charge being applied until the outstanding undisputed amount is settled in full. Postremo IT's right to charge interest does not affect its right to take

other legal action against Customer in relation to non-payment of the amount concerned.

Security

- 9.1 Postremo IT will comply with its own information security policy. Postremo IT will provide a copy of its information security policy to Customer if requested.
- 9.2 Each Party will use reasonable endeavours to prevent Malicious Software from being introduced into other Party's ICT environments, networks and systems. This will include deploying anti-virus software in accordance with Good Industry Practice.
- 9.3 Where Postremo IT hosts data under this Agreement, Postremo IT has no knowledge of the data or types of data it hosts. It is Customer's responsibility to ensure that the Services are appropriate for the type of data that Postremo IT hosts under the Agreement.
- 9.4 POSTREMO IT DOES NOT PROVIDE ANY WARRANTY REGARDING THE ADEQUACY OF THE SERVICES AND DOES NOT WARRANT THAT THE SERVICES, OR THEIR DESIGN, WILL PROTECT CUSTOMER'S DATA FROM CORRUPTION, LOSS OR DEGRADATION IN ALL CIRCUMSTANCES.

Audit

During normal business hours, Customer shall permit Postremo IT or Postremo IT's representatives access to the Customer Sites (and to the Customer Operating Environment) and to any relevant records kept in connection with this Agreement and Customer will comply with all reasonable requests or directions of Postremo IT or its representatives to enable Postremo IT to verify and/or procure that Customer is in full compliance with its obligations under this Agreement. Postremo IT or Postremo IT's representative will be required to adhere to any applicable Customer Site and security policies in the performance of such an audit or inspection.

Dispute Escalation

- 11.1 If a dispute arises under this Agreement between the Parties, the Parties will in the first instance attempt to resolve the dispute informally wherever possible and as quickly as possible via their respective Contract Managers.
- 11.2 If the dispute cannot be resolved informally between the Parties' Contract Managers within 10 Business Days after it has first arisen (or such other period as the Parties may agree, acting reasonably) it will be escalated to the Parties' respective Executives, who will attempt to resolve the dispute as quickly as possible.
- 11.3 If the Parties' respective Executives are unable to resolve the dispute within 20 Business Days following referral under clause 11.2, clause 37 will apply.

Data Protection

- 12.1 The Parties will comply with their respective obligations under Appendix 2 - Data Protection.

Bribery

- 13.1 Postremo IT will:
- 13.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including Bribery Act 2010;
- 13.1.2 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.

Confidentiality

- 14.1 Each Party will use the Confidential Information of the other Party (or the other Party's Group) whether disclosed before or after the Effective Date only for the proper performance of its duties under this Agreement and will not without the disclosing Party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under this Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 14.2 The provisions of this clause 14 will not apply to Confidential Information which:
- 14.2.1 the receiving Party can prove was known to the receiving Party before receipt;
- 14.2.2 is in or enters the public domain through no wrongful default by or on behalf of the receiving Party (or the receiving Party's Group) with effect from the date when that information enters the public domain;

- 14.2.3 was received from a third party without obligations of confidence owed directly or indirectly to the disclosing Party; or
- 14.2.4 is required to be disclosed in order to comply with applicable law, to the extent of the required disclosure.
- 14.3 After receipt of a request to do so made at any time and in any event if this Agreement is terminated, the receiving Party will promptly return or destroy (at the option of the disclosing Party) all Confidential Information of the disclosing Party.
- 15 Intellectual Property Rights**
- 15.1 Postremo IT and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables and the Services, including any Intellectual Property Rights in any Additional Services and any software developed as part of any Additional Services.
- 15.2 Postremo IT grants Customer, or shall procure the grant to Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to use its Intellectual Property Rights only to the extent required to receive the Services.
- 15.3 Customer hereby assigns to Postremo IT all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services provided to Postremo IT. Customer agrees to promptly execute all documents and do all acts as may, in Postremo IT's opinion, be necessary to give effect to this clause 15.
- 15.4 Customer hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which Customer has or will have in any existing or future works.
- 16 Warranties**
- 16.1 Postremo IT warrants that:
- 16.1.1 Postremo IT has full capacity and authority and all necessary licences, permits and consents to enter into and to perform this Agreement and to grant the licences set out in clause 6;
- 16.1.2 the Services will be supplied and rendered by appropriately experienced qualified and trained personnel;
- 16.1.3 Postremo IT will discharge its obligations under this Agreement with reasonable skill, care and diligence and in accordance with Good Industry Practice; and
- 16.1.4 the Services will be performed in compliance with all laws from time to time applicable to the performance of the Services.
- 16.2 Customer warrants that Customer has full capacity and authority and all necessary licences, permits and consents to enter into and perform this Agreement.
- 16.3 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED OR OTHERWISE ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.
- 16.4 POSTREMO IT DOES NOT GUARANTEE THAT THE SERVICES WILL BE SUITABLE, APPROPRIATE, OR COMPATIBLE FOR CUSTOMER'S BUSINESS AND/ OR BUSINESS NEEDS. THE SERVICES ARE PROVIDED ON "AS IS" BASIS ONLY.
- 17 Postremo IT's equipment**
- 17.1 Save as otherwise provided under this Agreement and subject to clause 17.2, where it is specified in the Proposal that the Services will involve the provision of equipment, all title and risk in equipment and other tangible property (including plant and tools) provided by (or on behalf of) Postremo IT and/or used by (or on behalf of) Postremo IT for the performance of the Services will remain with Postremo IT or its sub-contractors.
- 17.2 Customer will be liable for any loss or damage to such equipment or other tangible property provided by (or on behalf of) Postremo IT and used by (or on behalf of) Postremo IT for the performance of the Services if that loss or damage is caused by:
- 17.2.1 Customer Group staff, employees or third party suppliers or contractors engaged by Customer Group where such equipment or other tangible property is not on a Customer Site; or
- 17.2.2 any person other than Postremo IT or a Postremo IT sub-contractor where such equipment or other tangible property is on a Customer Site.

- 18 Business continuity**
- 18.1 Postremo IT will ensure that at all times it has in place and is able to implement an internal business continuity plan appropriate for the Services in accordance with Good Industry Practice.
- 18.2 Postremo IT will update and test its plan in accordance with Postremo IT's business continuity processes.
- 18.3 Customer may request a written report summarising the results of the latest test and any related remedial measures Postremo IT deems necessary.
- 19 Force Majeure Events**
- Subject to the provisions of this clause 19, neither Customer nor Postremo IT will be liable for any failure or delay in the performance of its obligations (other than payment obligations) under this Agreement where such failure or delay is directly caused by a Force Majeure Event.
- 20 Service Levels**
- 20.1 Postremo shall use its reasonable endeavours to provide the Services to a standard that meets or exceeds the relevant Service Levels set out in the Proposal(s) (if applicable). Customer acknowledges that Postremo IT does not guarantee any fix times under the Service Levels.
- 20.2 Any Service Level set out in a Proposal will not constitute a condition of this Agreement.
- 21 EXCLUSIONS AND LIMITATIONS OF LIABILITY**
- 21.1 NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT:
- 21.1.1 FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE;
- 21.1.2 FOR ANY BREACH OF THE OBLIGATIONS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982;
- 21.1.3 FOR FRAUD OR FRAUDULENT MISREPRESENTATION;
- 21.1.4 FOR ANY OTHER LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.
- 21.2 NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS CUSTOMER'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT TO PAY THE CHARGES OR ANY OTHER FEES OR COSTS DUE UNDER THIS AGREEMENT.
- 21.3 SUBJECT TO CLAUSE 21.1, NO PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT IN ANY CIRCUMSTANCES WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR STATUTORY DUTY) MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE FOR:
- 21.3.1 LOSS OF REVENUE OR PROFITS;
- 21.3.2 LOSS OF CONTRACTS;
- 21.3.3 LOSS OF ANTICIPATED SAVINGS;
- 21.3.4 PURE ECONOMIC LOSS;
- 21.3.5 WASTED EXPENDITURE;
- 21.3.6 LOSS OF DATA;
- 21.3.7 LOSS OF BUSINESS OPPORTUNITY AND MANAGEMENT TIME;
- 21.3.8 LOSS OF GOODWILL; OR
- 21.3.9 INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.
- 21.4 THE AGGREGATE LIABILITY OF POSTREMO IT IN EACH YEAR WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL IN NO EVENT EXCEED 100% OF THE CHARGES PAID OR PAYABLE TO POSTREMO IT DURING THE YEAR IN WHICH THE LIABILITY AROSE.
- 21.4.1 CUSTOMER ACKNOWLEDGES THAT POSTREMO IT HAS NO DUTY TO ANY OF CUSTOMER'S CUSTOMERS OR ANY OTHER RECIPIENT OF ANY GOODS OR SERVICES THAT CUSTOMER SUPPLIES TO THIRD PARTIES. SUBJECT TO CLAUSE 21.1, POSTREMO IT WILL NOT WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR STATUTORY DUTY) MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE FOR ANY LOSS OR DAMAGE THAT INCURRED BY CUSTOMER AS A RESULT OF CLAIMS MADE BY ANY THIRD PARTY OR ANY OTHER RECIPIENT OF ANY GOODS OR SERVICES THAT CUSTOMER SUPPLIES TO THIRD PARTIES.

21.5	THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT WILL APPLY TO THE CUSTOMER GROUP AS A WHOLE SO THAT THEY APPLY TO ALL LIABILITIES INCURRED UNDER OR IN CONNECTION WITH THIS AGREEMENT BY POSTREMO IT TO CUSTOMER GROUP IN AGGREGATE.		reasonably nominated by Customer; (b) providing to Customer, and/or any Replacement Supplier, any password and access credentials in Postremo IT's possession that relate to the Customer Operating Environment;
21.6	NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT, POSTREMO IT WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM, OR ANY DELAY IN PERFORMING, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT SUCH FAILURE IS CAUSED BY AN ACT OR OMISSION OF ANY MEMBER OF THE CUSTOMER GROUP OR ANY PERSON UNDER CUSTOMER'S CONTROL OR BY A REQUIREMENT OR REQUEST OF ANY MEMBER OF THE CUSTOMER GROUP.	25.1.2	after termination, cease to use Customer Confidential Information, Customer Data, Customer Materials and Customer Third Party Software;
		25.1.3	at Postremo IT's election, within 30 days after termination, either return or destroy all copies of Customer Confidential Information, Customer Data, Customer Materials and Customer Third Party Software then in its possession or control;
22	Insurance Protection	25.2	In consideration of providing the services described in this clause 25, Customer will pay to Postremo IT the Exit Charges.
22.1	It is Customer's responsibility to obtain insurance, including in respect of Customer's equipment whilst it is receiving the Services, on Postremo IT's premises or in transit and other such insurance, including professional indemnity, cyber-risk and data loss insurance, as may be required by Customer in respect of the provision of the Services by Postremo IT. If Postremo IT asks Customer to do so, Customer will provide Postremo IT with the relevant certificates of insurance.	25.3	Termination of this Agreement will not prejudice or affect any right of action or remedy which will have accrued or may, after the date of such termination, accrue to either Party.
22.2	Postremo IT will take out and maintain professional indemnity to the appropriate level required to reflect Postremo IT's obligations under this Agreement and public liability and will provide Customer with the relevant certificates of insurance on written request by Customer.	26	Assignment and sub-contracting
23	Duration	26.1	Customer may not assign or transfer its rights or subcontract its obligations under this Agreement, without Postremo IT's prior written consent (such consent not to be unreasonably withheld or delayed).
23.1	This Agreement will take effect on the Effective Date and, unless terminated in accordance with its terms, shall continue for the Initial Term and thereafter will continue until it is terminated in accordance with its terms.	26.2	Postremo IT may assign or transfer any of its rights or subcontract any of its obligations under this Agreement.
24	Termination	27	Non-Solicitation
24.1	Either Party may terminate this Agreement with effect from the end of the Initial Term by giving six months' written notice to the other Party.	27.1	During the term of this Agreement and for the period of twelve months thereafter, neither Party will, without the prior written consent of the other Party, actively solicit or entice away (or seek or attempt to solicit or entice away) from the employment of the other Party or any other member of its Group, any person employed by the other Party (or its Group).
24.2	Either Party may terminate this Agreement with immediate effect by giving the other Party written notice:	27.2	Clause 27.1 will not apply to restrict either Party from employing (or offering to employ) any employee of the other Party who has responded (without solicitation) to general recruitment advertising issued by or on behalf of the first Party.
24.2.1	if the other Party commits a material breach of this Agreement which is not capable of remedy or which is capable of remedy but is not remedied within 30 days after the service of notice upon it specifying the breach and requiring it to be remedied;	28	Severance
24.2.2	if the other Party is unable to pay its debts as they fall due or admits inability to pay its debt or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;	28.1	If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions hereof will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
24.2.3	if the other Party passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction) or has an order to that effect made by a court of competent jurisdiction,	29	Waiver
24.2.4	if the other Party enters into a composition or scheme of arrangement or voluntary arrangement with its creditors or has a receiver, manager, liquidator, administrator or administrative receiver is appointed over any of its assets,	29.1	The failure of either Party to exercise any right or remedy to which it is entitled under this Agreement, will not constitute a waiver thereof.
24.2.5	if the other Party ceases or threatens to cease to do business; or	29.2	Except as otherwise expressly provided in this Agreement, all remedies available to Postremo IT or to Customer for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.
24.2.6	if notice of intention to appoint an administrator over the assets of the other Party is given under the Insolvency Act 1986 or an application is made to court or an order is made for the appointment of an administrator over the assets of the other Party.	30	Entire Agreement
24.3	If section 233A of the Insolvency Act 1986 (as amended by the Insolvency (Protection of Essential Supplies) Order 2015) applies, Postremo IT's right to terminate this Agreement shall be suspended only to the extent that Postremo IT is unable to contract out of this section.	30.1	This Agreement and the documents referred to in this Agreement constitute the entire understanding between the Parties relating to the subject matter of this Agreement.
24.4	Postremo IT may terminate this Agreement in accordance with clause 8.12.2.	30.2	Save as may be expressly referred to or referenced in this Agreement, this Agreement together supersedes all prior representations, writings, negotiations or understandings with respect to the subject matter of this Agreement except in respect of any fraudulent misrepresentation made by either Party.
25	Consequences of Termination	31	Amendments
25.1	If this Agreement is terminated, Postremo IT will:		This Agreement will not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of Customer (or an Authorised Service Recipient, in accordance with clause 4) on behalf of Customer and by a duly authorised representative of Postremo IT on behalf of Postremo IT.
25.1.1	if requested by Customer, co-operate with and provide such assistance as is reasonably necessary to Customer to ensure an efficient, timely and orderly transfer of the Services to Customer and/or any Replacement Supplier, including by: (a) providing, in a format determined by Postremo, all Customer Data in its possession or control in a format	32	Relationship of the Parties
			Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party will make representations, act in the name of, on behalf of or otherwise bind the other Party.
		33	Notices
		33.1	Any notice to be given (or any requirement for one Party to notify or give notification to the other Party) under or in relation to this Agreement will be

in writing and signed by or on behalf of the Party giving it and will be served by:

- 33.1.1 delivering it personally or by sending it by pre-paid first class post, recorded delivery or special delivery (or the equivalent to recorded or special delivery in the case of an address for service outside the United Kingdom); or
- 33.1.2 by e-mail provided that the requirement for the notice to be signed will not apply to notices served by e-mail,

to the postal address or e-mail address (as the case may be), marked for the attention of the relevant person, as set out in the Proposal or, if another postal address or e-mail address has been notified by one Party to the other in accordance with and making specific reference to this clause 33, then to that other address or e-mail address.

33.2 Any such notice will be deemed to have been received:

- 33.2.1 if delivered personally, at the time of delivery;
- 33.2.2 in the case of pre-paid first class post, recorded delivery or special delivery, 48 hours from the date of posting if from and to an address in the United Kingdom or Northern Ireland and 5 days from the date of posting if from and to an address elsewhere; and
- 33.2.3 in the case of e-mail, at the time that the e-mail was sent provided that no error message indicating failure to deliver has been received by the sender and provided further, for any notices sent pursuant to clause 24 (Termination), that within 24 hours of sending a hard copy of the e-mail, signed by or on behalf of the person giving it, is sent by post to the intended recipient in accordance with the provisions of clause 33.1,

provided that, if deemed receipt occurs before 9am on a Business Day, the notice will be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9am on the next Business Day.

34 **Clauses that Survive Termination**

The provisions of clauses 2 (Interpretation), 11 (Dispute Escalation), 14 (Confidentiality), 15 (Intellectual Property Rights), 21 (Exclusion and Limitation of Liability), 25 (Consequences of Termination), 29 (Waiver), 37 (Governing law and jurisdiction) and Appendix 1 paragraph 3 (Conflict), along with any other provision which expressly or impliedly is intended to survive termination of this Agreement, will continue in full force and effect after termination.

35 **Rights of third parties**

35.1 Save in respect of a Group company person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

36 **Remedies Cumulative**

All rights, remedies and powers conferred upon the Parties are cumulative and will not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the Parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power will not be construed as a waiver thereof.

37 **Governing law and jurisdiction**

37.1 This Agreement and any disputes or claims arising out of or in connection with it (whether the same are contractual or non-contractual in nature) will be governed by and construed in accordance with English law.

37.2 Subject to clause 11, the courts of England will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement (including any non-contractual disputes) and the Parties accordingly submit to the exclusive jurisdiction of the English courts.

APPENDIX 1

DEFINITIONS AND INTERPRETATION

1 Definitions. In this Agreement, unless the context requires otherwise, capitalised terms will have the following meanings:

Additional Services: has the meaning given in clause 3.2;

Applicable Data Protection Law: (a) the Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act 2018); (b) the General Data Protection Regulation ((EU) 2016/679 ("GDPR"), read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR's rules; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any other applicable data protection or privacy law of any jurisdiction, each as amended, replaced or superseded from time to time.

AUP: Postremo IT's standard acceptable use policy, a copy of which is provided with an Proposal and the terms of which may be updated by Postremo IT from time to time by written notice to Customer;

Authorised Service Recipient: has the meaning given in clause 4.1;

Business Day: a day (other than a Saturday or Sunday) on which clearing banks in the city of London are open for a full range of banking business;

Charges: the charges payable to Postremo IT in accordance with the provisions of this Agreement, as set out in the relevant Proposal;

Confidential Information:

- (a) all information designated as such or as "Confidential" or "Private"; and/or
- (b) all other information which relates to the business, affairs, operations, processes, budgets, pricing policies, products, developments, trade secrets, know-how, personnel, customers and suppliers of either Party; and/or
- (c) other information which may reasonably be regarded as confidential information of the disclosing Party;

Contract Manager: in respect of each Party, the Contract Manager named in an Proposal, as may be amended from time to time by written notice to the other Party;

Customer Data: any data (including any Personal Data relating to the staff, customers or suppliers of the Customer Group), embodied in any medium, that is supplied to Postremo IT by or on behalf of Customer;

Customer Materials: all documents, information, software, items and materials in any form (whether owned by the Customer or a third party) which are provided by the Customer to Postremo IT in connection with the Services, excluding Customer Third Party Software;

Customer Operating Environment: Customer, and if applicable, Authorised Service Recipients', computing environment (including hardware, software and telecommunications networks) which will interface with Postremo IT's information and communications technology system; in order for Customer and any applicable Authorised Service Recipient to receive the Services;

Customer Sites: the location(s) to which the Services are to be delivered from time to time, as set out in the Proposal;

Customer Third Party Software: software which is proprietary to any third party, which:

- (a) is provided by Customer Group to Postremo IT to be used by Postremo IT in the provision of the Services; or
- (b) Customer, or Customer's customers, load on to, use or operate with the Services;

Deliverables: any output of the Services and any other documents, products and materials provided by Postremo IT to Customer as specified in any Proposal and any other documents, products and materials provided by Postremo IT to Customer in relation to the Services;

Effective Date: the Effective Date agreed in the initial Proposal;

Executives: in respect of each Party, the ultimate escalation point named in an Proposal, as may be amended from time to time by written notice to the other Party;

Exit Charges: the "Exit Charges" described in the relevant Proposal;

Force Majeure Event: any cause affecting the performance by either Party of its obligations under this Agreement arising from acts, events or omissions not within its reasonable control, including acts of God, flood, drought, earthquake, extreme adverse weather or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, (including imposing an export or import restriction, quota or prohibition), collapse of buildings, fire, explosion or accident, any trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors and interruption or failure of a utility service or transport network;

Good Industry Practice: at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced provider of services similar or equivalent to the Services, considering the scale of the Services and the scale of Postremo IT;

Group: in respect of either Party, any holding company of that Party and any subsidiary of any such holding company;

Initial Term: has the meaning given in the first or subsequent Proposals;

Intellectual Property Rights: any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know-how;

Malicious Software: any software program or code intended to destroy, interfere with, corrupt, or enable unauthorised access to, or cause other undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed;

Postremo IT: has the meaning given in clause 1.1;

Postremo IT Personnel: employees, officers, agents and consultants of Postremo IT and its subcontractors;

Proposal: a written order, in the form provided by Postremo IT, placed by or on behalf of Customer for the purchase of Services and that has been signed on behalf of each Party in accordance with clauses 3 or 4;

Start Date: the date on which the specified Services will commence, as set out in the Proposal;

Third Party Service: services provided to Customer by any supplier other than Postremo IT or a Postremo IT subcontractor or agent;

Third Party Software: software which is proprietary to any third party and that is either licensed to Customer or is used by Postremo IT in the provision the Services and/ or Additional Services;

Variable Charge: any charges identified as a Variable Charge in an Proposal; and

Year: each consecutive 12-month period after the Effective Date.

2 Interpretation. In this Agreement, unless the context otherwise requires:

- 2.1 reference to persons includes a corporate or unincorporated body (whether or not having separate legal personality). The singular includes the plural and vice versa;
- 2.2 headings and tables of contents are for convenience only and will not affect the interpretation or construction of this Agreement;
- 2.3 any reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to it as from time to time amended, consolidated or re-enacted and includes all instruments or orders made under such enactment;
- 2.4 a reference to a clause is to the relevant clause of this Agreement; a reference to an Appendix is to the relevant appendix to this Agreement; a reference to a paragraph is to the relevant paragraph of the Appendix in which it appears;
- 2.5 references to "this Agreement" will include all variations of the terms of this Agreement made in accordance with its terms;
- 2.6 any phrase introduced by the words including, includes, in particular or for example or similar will be construed as illustrative and will not limit the generality of the related general words;
- 2.7 references to the holder of any office or position of responsibility include references to such person as is from time to time appointed to exercise substantially the functions of the holder of the said office or position;
- 2.8 references to "holding company" and "subsidiary" will be construed in accordance with the provisions of section 1159 of the Companies Act 2006; and
- 2.9 the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated and will include the forms of notification set out in clause 33.1 (Notices), namely, letter, transmission and e-mail.

3 Conflicts. If and to the extent that there is any conflict between the Proposals, clauses 1 to 37 of this Agreement, the Appendices and/or any other documents referred to in this Agreement, unless otherwise expressly stated to the contrary in this Agreement, the conflict will be resolved in accordance with the following order of precedence:

- 3.1 the Proposals;
- 3.2 clause 1 to 37 of this Agreement;
- 3.3 the other Appendices; and
- 3.4 any other document referred to in this Agreement.

APPENDIX 2

DATA PROTECTION

PART 1

1. For the purposes of this schedule, the following terms shall have the following meanings:

Commissioner, controller, data subject, personal data, personal data breach, processor and processing	shall have the meaning given to them in the Applicable Data Protection Law
Agreed Purpose	shall mean the lawful purposes for processing the Personal Data, which in this case is that the processing is necessary for Postremo IT to perform its obligations and deliver the Services under this Agreement with Customer.
Personal Data	shall mean the personal data to be shared between the Parties in order to deliver the Services, which includes the following categories of data:
Category of Data Subject	Category of Personal Data
<i>E.g., Employees</i>	<i>E.g., Name, email address, phone number</i>

2. Postremo IT and Customer agree and acknowledge that for the purpose of the Applicable Data Protection Laws:
 - 2.1. Customer is the controller and Postremo IT is the processor.
 - 2.2. Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Applicable Data Protection Laws, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Postremo IT.

PART 2

1. Postremo IT shall only process the Personal Data to the extent, and in such a manner, as is necessary for the Agreed Purpose in accordance with Customer's written instructions, unless Postremo IT is required by Applicable Data Protection Laws to otherwise process the Personal Data.
2. Postremo IT shall comply with any reasonable Customer written instructions requiring Postremo to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
3. Postremo IT shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against its accidental loss, damage or destruction which may include:
 - 3.1. the pseudonymisation and encryption of Personal Data;
 - 3.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 3.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - 3.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
4. Postremo IT shall use reasonable endeavours to procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
5. Postremo IT shall reasonably assist Customer, at Customer's expense, in responding to any request from a data subject and in ensuring compliance with Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, Postremo IT shall notify Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject,

supervisory authority or other third party) which relates to processing of Customer Personal Data;

6. Postremo IT shall notify Customer without undue delay after becoming aware of a Personal Data breach;
7. Postremo IT shall, at the written direction of Customer, delete or return to Customer all Personal Data on termination or expiry of the agreement, unless Postremo IT is required by Applicable Law to continue to process that Personal Data or has a reasonable need to retain such data as part of historic records pertaining to normal business operations; and
8. Postremo IT shall maintain adequate records, and, on Customer's request and at Customer's expense, make available such information as Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by Customer or Customer's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Appendix (provided that any such audit will be at reasonable times and on reasonable notice and is subject to appropriate confidentiality and security requirements of the service provider and relevant third parties).
9. Customer hereby provides its prior, general authorisation for Postremo IT to:
 - 9.1. continue to use the relevant third-party service providers appointed as at the date of this Agreement to provide the relevant Services in substantially the same manner as they were provided prior to the Start Date;
 - 9.2. appoint other processors to process the Personal Data, provided that Postremo IT shall use reasonable endeavours to procure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Postremo IT in this Appendix 2; and
 - 9.3. transfer Personal Data to the UK and outside of the UK as required for the Agreed Purpose, provided that Postremo IT shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, Customer shall promptly comply with any reasonable request of Postremo IT, including any request to enter into standard data protection clauses adopted by the UK Information Commissioner from time to time (where Applicable Data Protection Laws apply to the transfer).