1.0 TERMS AND CONDITIONS

1. General

This agreement (the "Agreement") details all the terms and conditions upon which the Services are supplied by Dionach to the Client, unless expressly varied in writing and signed by a representative of Dionach.

2. Definitions

Unless the context otherwise requires, the terms and expressions below shall have the meaning which is ascribed to them as follows:

Dionach: means Dionach Ltd.

Service(s): means the Service supplied by Dionach as detailed in the relevant Service Agreement Contract and Proposal document.

Client: means the person specified in the relevant Service Agreement Contract and Proposal document, including any receiver, administrator or other person appointed to manage the affairs of the Client.

Date of Availability: means the date agreed between the Parties at which a Service of Dionach is made available to a Client, whether or not it is actually used by such Client.

Dionach and the Client are each referred to as a "Party" and collectively the "Parties" in this Agreement.

3. Terms of Service

3.1 On receipt of a fully completed and actionable order, the Dionach Client Service team will provide the Service, providing all the phases of technical due diligence have been completed.

3.2 Dionach will agree with the Client the date that the Service will become available. The Client is deemed to have accepted the delivery of the Service on the date that it becomes available for use by the Client, whether or not the Client makes use of the Service.

3.3 The Service is provided to the Client for their own use and is not for re-sale.

3.4 Dionach may at any time amend the Service and any documents relating thereto, for any reason including, but not limited to: legal; safety; business; or technical considerations.

3.5 The Intellectual Property Rights in the Service and any software or processes Dionach uses in connection with the Service are and will at all times remain the property of Dionach or that of its licensors.

3.6 The persons responsible for information exchange between the Parties both pursuant to this Agreement and prior to and in contemplation of it and all other information that it may acquire from the other in course of this Agreement shall be the signatories to the Service Agreement Contract, unless otherwise specified in writing. Sensitive information exchanged electronically will be through 128-bit encrypted PDF documents, with the password communicated separately by telephone, unless otherwise specified in writing.

4. Duration of the Agreement

4.1 This Agreement shall be effective from the date hereof and shall be effective for the duration stated in the agreement form, which shall commence on the Date of Availability of the Service. Nothing in this clause shall prevent Dionach terminating the Agreement under Section 5 hereof.

5. Termination of the Agreement

5.1 Dionach shall have the right to terminate the Services and the Agreement forthwith in the following events:

5.1.1 If the Client fails to pay within twenty-one (21) days, any account notified to the Client as being in arrears.

5.1.2 If the Client uses or allows the use of the Services of Dionach for a purpose or in a manner which is contrary to the applicable laws or regulations.

5.2 Either Party shall have the right to terminate this Agreement immediately by giving written notice to the other if:

5.2.1 that other Party fails to comply with or commits any material breach of this Agreement and does not remedy that breach within 30 days of receiving notice requiring it to do so;

5.2.2 If an order is made or a resolution is passed for the winding-up of that other Party.

5.2.3 If an order is made for the appointment of an administrator to manage the affairs, business and property of that other Party.

5.2.4 If a receiver, administrator or administrative receiver is appointed of any of that other Party's assets or undertakings; or

5.2.5 circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order in respect of that other Party or if that other Party takes or suffers any similar or analogous action in the consequence of debt.

5.3 The termination of the Services and the Agreement by Dionach does not discharge the Client from its obligation to pay any amount, which is owing pursuant to this Agreement, at the time of such termination of Service.

6. Confidentiality and Data Protection

6.1 Each Party agrees to keep confidential all information obtained from the other both pursuant to this Agreement and prior to and in contemplation of it and all other information that it may acquire from the other in 6.2 course of this Agreement, to respect the others proprietary rights therein, to use the same exclusively for the purposes of or as contemplated by this Agreement, and to disclose the same only to those of its employees, agents, representatives, consultants and sub-contractors [collectively "Third Party Recipients"] PURSUANT TO this Agreement [if any] to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement. Each Party shall furthermore procure an obligation of confidentiality equivalent to the one contained in this Section 6 from each such Third Party Recipient.

6.2 Each Party undertakes, in respect of the other Party's data and information it may have access to and may process in connection with providing the Services ("Project Data"), that it will:

6.2.1 comply with all obligations imposed on it under the GDPR;

6.2.2 process and use the Project Data only in accordance with the instructions of that other Party and shall disclose the Project Data only to its employees that have a need to know it for the performance of this Agreement and that other Party shall maintain and shall oblige such employees to maintain the confidentiality of the Project Data in accordance with the requirements of this Section 6;

6.2.3 only process the Project Data for the purposes necessary for the provision of the Services;

6.2.4 operate sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Project Data and against accidental loss, destruction or alteration of, or damage to, the Project Data;

6.2.5 assist that other Party promptly with all subject access requests which may be received from any living individual who is the subject of personal data (as defined in the GDPR) processed by the first Party; and

6.2.6 provide evidence to that other Party on request of the technical and organisational measures the first Party has taken to comply with its obligations under Section 6.2.4.

6.3 Each Party shall ensure that the measures referred to in Section 6.2.4 will, having regard to the state of technological development and cost of implementing any measures, ensure a level of security appropriate to:

6.3.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage as mentioned in Section 6.2.4; and

6.3.2 the nature of the Project Data to be protected.

6.4 The obligations of confidentiality contained in Section 6 shall remain in force during the conduct of the Services and continue thereafter without limitation of time.

6.5 The Services may provide access to personal data on Client systems, which Dionach may need to process, for the duration of the Services. Dionach will only access personal data to determine the nature and severity of security issues as part of the Services. Personal data may include names, email addresses and password hashes.

6.5.2 Dionach may retain personal data as part of the Project Data in notes, which will be deleted or anonymized before completion of the Services. Special Categories of personal data (as defined in GDPR Article 9) will be anonymized when samples are collected, and will not be stored as Project Data.

6.5.3 Dionach will anonymize personal data on any reports carried out as part of the Service, where personal data is required for an issue.

6.6. Dionach will assist the Client in meeting its GDPR obligations in relation to the notification of personal data breaches and data protection impact assessments.

6.7 The Client may inspect Dionach at a time agreed to Dionach in writing, or Dionach will provide information to the Client on request, to ensure that Dionach and the Client are meeting GDPR Article 28 requirements.

6.8 Dionach will inform the Client promptly if Dionach is asked to perform a task in relation to the Service that may infringe the GDPR.

7. Liability and Indemnity

7.1 Neither Party excludes or limits its liability to the other in negligence in respect of death or personal injury or for fraud or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

7.2 Dionach shall not be liable to the Client, in contract, tort or otherwise, for any incidental or consequential loss including (without limitation) any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages.

7.3 The Client indemnifies Dionach from prosecution under the Computer Misuse Act 1990 in relation to any Services provided to the Client by Dionach.

8. Force Majeure

8.1 Neither Party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is caused by any event or circumstances beyond its reasonable control ("Force Majeure").

9. Warranty

9.1 Dionach warrants that the Services will be provided with reasonable care and skill, in accordance with best industry practice and all applicable laws and that any person used by Dionach to provide the Services will be suitably qualified and skilled to perform the Services but in all other respects gives no warranties and makes no representations in relation to any Services or otherwise in relation to this Agreement and all such warranties and representations, whether express or implied by law or otherwise, are hereby exclude to the fullest extent permitted by law.

10. Billing

10.1 Dionach will first invoice the Client on the Date that the Service is made available to the Client as agreed in Section 3.2 and subsequently (if applicable) according to the frequency set out in the Service Agreement Contract.

10.2 Payment terms are 30 days from date of invoice.

10.3 Unless otherwise stated, all sums due to Dionach under this Agreement are exclusive of VAT (or any equivalent sales tax).

10.4 Without prejudice to its right of termination under Section 5, if any payment due to Dionach under this Agreement is overdue, at the discretion of Dionach, interest compounded at the rate of two percent (2%) per calendar month or such sum as specified under the Late Payment of Commercial Debts (interest) Act 1998 or similar, whichever shall be the higher, may be charged on any account in arrears. Such interest to run from the date upon which the payment of such sum became due, until payment thereof, in full, together with such interest.

10.5 Any billing discrepancies shall be presented to Dionach in detail and in writing within ten (10) days following the date of an invoice or statement of account. Any adjustment to the statement of account agreed between Dionach and the Client shall be included in the next statement of account.

10.6 Dionach shall have the right to suspend any Service in the event that the Client fails to pay within fourteen (14) days any account notified to the Client as being in arrears. During any such period of suspension by Dionach the fee for the Services remains payable in full.

10.7 The Client shall be liable for any costs and expenses incurred in enforcing any clause in this Agreement.

11. Third Parties

11.1 Nothing in this Agreement is intended to confer rights on any third Party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12. Cancellation

12.1 If the Client cancels or delays a request for Service after signing this Agreement, but prior to the date of delivery of the Service, the Client shall pay all of the costs incurred by Dionach for the purposes of the implementation of this Agreement. Implementation activities are considered to have begun once the Client signs this Agreement.

13. Severability

13.1 If any provision of the Agreement is declared to be invalid or unenforceable by any competent authority, such finding shall not affect the validity of the remaining provisions of the Agreement, unless deletion of the provision declared to be invalid or unenforceable renders the providing of the Services hereunder impossible.

14. Governing Law

14.1 This Agreement shall be deemed to be made in the country of the United Kingdom and shall be governed and interpreted according to the laws of England and Wales.

15. Notice

15.1 All notices required or permitted to be given under the terms of this Agreement, shall be in writing and sent to the Client at its address specified in the Agreement, and in the case of notices sent to Dionach, at its address specified in the Agreement. Notices may be given by certified or registered mail, by private courier, by facsimile, or by Dionach's email service. Any notice so given shall be deemed to have been given and received on the fifth day of postal service following mailing, given by certified or registered mail or when so personally delivered or sent by private courier, by facsimile, or by Dionach's email service. Either Party may change its address for notice by giving notice in the appropriate manner.

16. Complaints

Please contact Business Development in writing by post or email if you have any complaints. You will receive an acknowledgement from a manager independent to the Service who will investigate the complaint.