INTERGENCE TERMS OF BUSINESS

1 SCOPE

1.1 These Terms of Business set out Intergence's exclusive terms for the supply of managed IT services, equipment and goods ("Services") by Intergence Systems Limited ("Intergence") to the client named in the Service Document ("Client").

1.2 The Services shall be specified in a Service Document issued by Intergence unless otherwise agreed in writing. Any grant of rights or licences in Intergence's proprietary software shall be subject to separate licence terms.

1.3 Each Service Document together with these Terms of Business together constitute the entire agreement ("Agreement") between Intergence and the Client, superseding any terms proposed by the Client. The Agreement takes effect on the earlier of: (a) the Client's acceptance of Service Document; or (b) commencement of work by Intergence personnel or contractors.

1.4 For the purposes of this Agreement, acceptance of a Service Document occurs when the Client either:

1.4.1 signs the Service Document; or

1.4.2 issues a purchase order referencing the Service Document.

1.5 Any terms or conditions contained in or referenced to in any Client purchase order shall have no effect and are expressly excluded from the Agreement.

1.6 “Service Document’ means any order, proposal or statement of work (SOW) issued by Intergence setting out the Services to be provided to the Client.

2 SERVICE DOCUMENTS

2.1 All Service Documents submitted to the Client are valid for a period of 30 days from the date thereof or until such time as Intergence gives notice in writing of its withdrawal of the Service Document whichever is the earlier.

2.2 Additional Services may be added to an existing Service Document during the Initial Order Term or any Renewal Order Term by written agreement between the parties. Such additional Services:

2.2.1 shall be documented in a supplemental Service Document or written variation signed by both parties;

2.2.2 shall commence on the date specified in such supplemental documentation;

2.2.3 shall be coterminous with the then-current term of the original Service Document (i.e., shall expire at the end of the Initial Order Term or current Renewal Order Term);

2.2.4 shall automatically renew alongside the original Service Document unless otherwise specified; and

2.2.5 shall be subject to all terms and conditions of this Agreement.

2.3 For the avoidance of doubt, any additional Services added pursuant to clause 1.2 shall not extend or restart the Initial Order Term but shall align with the existing term end date.

3 CLIENT REPRESENTATIONS, WARRANTIES AND INDEMNITIES

3.1 The Client represents and warrants that:

3.1.1 it has the full corporate power and authority to enter into this Agreement and to commission the Services;

3.1.2 all information provided to Intergence is and shall remain accurate, complete, and current;

3.1.3 it shall provide full cooperation from its personnel and procure the same from any third parties under its control or influence;

3.1.4 it has obtained all necessary consents, licences, and permissions required for Intergence to perform the Services, including any third-party intellectual property rights;

3.1.5 it shall comply with all reasonable instructions and recommendations provided by Intergence in connection with the Services;

3.1.6 it has disclosed all material information that may affect Intergence's provision of the Services or expose Intergence to liability;

3.1.7 it has disclosed to Intergence in writing all third-party intellectual property rights of which it is aware that may be affected by, infringed by, or otherwise relevant to the provision of the Services; and

3.1.8 it shall promptly notify Intergence in writing upon becoming aware of any additional third-party intellectual property rights that may be affected by or relevant to the Services.

3.2 The Client acknowledges that in performing the Services, Intergence is acting in reliance upon the representations and warranties set out in clause 3.1 above and the Client's continued compliance with its obligations under this Agreement.

3.3 The Client shall indemnify, defend, and hold harmless Intergence and its officers, employees, and agents against all losses, costs, damages, and expenses (including reasonable legal fees) arising from or in connection with:

3.3.1 any breach of the Client's representations, warranties, or obligations under this Agreement;

3.3.2 any claim that Intergence's performance of the Services in accordance with the Client's specific

instructions infringes any third party's intellectual property or other rights;
3.3.3 any inaccuracy, incompleteness, or misleading nature of information provided by the Client;
3.3.4 the Client's failure to follow Intergence's documented recommendations where such failure results in loss or damage;
3.3.5 the Client's use or misuse of any deliverables after completion of the relevant Services;
3.3.6 any unauthorised modifications made by the Client or third parties to Intergence's work product; or
3.3.7 claims arising from the integration or combination of Intergence's deliverables with the Client's or third-party systems, except where such integration was performed by Intergence.

4 QUOTATIONS AND FEE INCREASES

4.1 Quotations are valid for 30 days. Quoted fees are fixed for 6 months only. Thereafter, Intergence may increase fees by the greater of: (a) 5% annually; or (b) any increase in the RPI plus 2%.
4.2 Intergence may increase the Fees by up to 5% per annum on each anniversary of the Agreement commencement date by giving the Client not less than 60 days' written notice.
4.3 Any fee increase exceeding 5% per annum requires the Client's prior written consent, which shall not be unreasonably withheld where the increase reflects:
4.3.1 significant changes in the scope or complexity of the Services;
4.3.2 regulatory or compliance requirements affecting service delivery; or
4.3.3 extraordinary market conditions beyond Intergence's reasonable control.
4.4 Notice of any fee increase under clause 4.1.1 shall specify:
4.4.1 the percentage increase being applied;
4.4.2 the effective date of the increase; and
4.4.3 the revised Fee schedule.
4.5 Fee increases shall take effect from the start of the next billing cycle following the notice period.
4.6 If the Client objects to any fee increase exceeding 5% proposed under clause 4.1.2, the parties shall negotiate in good faith for 30 days. If no agreement is reached, either party may terminate the affected Services on 60 days' written notice.

5 CHARGES

5.1 In addition to quoted fees, the Client shall pay:
5.1.1 value added tax at the prevailing rate where applicable;
5.1.2 charges for specialist equipment and IT hardware as set out in the Service Document;
5.1.3 the cost of goods, services and facilities procured specifically for the Services plus a 15% handling charge; and
5.1.4 reasonable travel and subsistence expenses incurred in performing the Services plus a 15% handling charge.
5.2 Where the aggregate cost of items in clauses 5.1.3 and 5.1.4 would exceed 15% of the total project value, Intergence shall obtain the Client's prior written approval before incurring such costs.

6 PAYMENT TERMS

6.1 Intergence shall invoice fees monthly in advance unless otherwise agreed in writing. All other charges shall be invoiced monthly in arrears as incurred.
6.2 Payment is due within 30 days of the invoice date. Time for payment is of the essence.
6.3 Without limiting Intergence’s legal rights and remedies, Intergence reserves the right to:
6.3.1 suspend performance of the Services (without liability) until all overdue amounts are paid; and
6.3.2 require payment in advance for future Services where the Client has failed to pay invoices when due.
6.4 For equipment and goods sold to the Client, title remains with Intergence until full payment of all amounts owing under this Agreement. For leased equipment, title remains with the lessor and the Client's rights are subject to the relevant lease terms. Risk in all equipment and goods passes to the Client upon delivery.
6.5 All amounts are exclusive of VAT and are non-refundable.
6.6 The Client acknowledges that timely payment is essential for Intergence to maintain third-party services, and any service disruption resulting from the Client's payment failure shall not constitute a breach by Intergence.

7 CONFIDENTIALITY

7.1 During the course of providing the Services, Intergence and the Client may exchange information which is of a secret or confidential nature, and which is neither already known to the recipient nor in the public domain either at the time of disclosure or subsequently through no fault of the recipient. The recipient shall use its best endeavours to keep such information secret and to that end shall not, without the specific prior written consent of the other, permit that information:
7.1.1 to be disclosed except to those who may need to have such information in connection with the provision of the Services;

7.1.2 to be copied;
7.1.3 to be commercially exploited in any way; or
7.1.4 to pass outside the receiving party's control.

7.2 The confidentiality obligations set out in clause 7.1 shall survive termination of this Agreement;

7.3 if any confidential information is disclosed to a third party in accordance with clause 7.1.1, the disclosing party will ensure the third party is subject to equivalent confidentiality obligations and is responsible for the third party's breaches;

7.4 The obligations in clause 7.1 shall not apply to information which:
7.4.1 is required to be disclosed by law, court order, or any governmental or regulatory authority;
7.4.2 is required to be disclosed to professional advisers, auditors, or insurers who are bound by professional duties of confidentiality; or
7.4.3 was lawfully in the possession of the recipient prior to disclosure by the disclosing party.

7.5 Notwithstanding the provisions of clause 1.1, the Client hereby grants Intergence permission to identify the Client as a customer of Intergence and to use the Client's name and logo in Intergence's marketing materials, client lists, and promotional activities, provided that no confidential information relating to the specific nature of the Services or any confidential business information of the Client is disclosed.

7.6 To protect the confidentiality of all Intergence's clients, access to Intergence premises or work areas shall not be given to the Client or third parties except by special arrangement with Intergence.

7.7 Except with Intergence's express prior written consent, such consent not to be unreasonably withheld or delayed, the Client shall not publish any reports which Intergence may deliver to them during the course of providing the Services nor make known to third parties the contents thereof or the fact that Intergence has undertaken the Services, save as permitted under clause 7.5.

8 RISK AND LIABILITY

8.1 Intergence shall act in accordance with best professional practice in the information technology consulting field and will use all reasonable endeavours to meet the project requirements as specified in the Service Document and as agreed in writing from time to time during the course of the project. However:
8.1.1 as Intergence has no control over the implementation of its recommendations or advice, Intergence cannot accept any liability for losses, whether consequential or otherwise, which may arise from such implementation except as set out in clause 8.2; and
8.1.2 in view of the developmental nature of many assignments, Intergence cannot give any warranties (i) as to the condition, fitness for purpose or performance of any equipment or other goods supplied to the Client or its nominees in the course of the Services, nor (ii) as to the time of completion of any product development assignment, nor (iii) that the Client can freely implement Intergence's recommendations or advice without infringing any third parties' patent or intellectual property rights, nor that any forecast or projection given with respect to the results of a development assignment can be achieved.

8.2 Throughout the Initial Order Term and any Renewal Order Terms, each calendar month of service provision (or such other period as specified in the applicable Service Document) shall constitute a separate and severable obligation. Any failure by Intergence to meet service levels, perform specific tasks, or deliver particular outcomes in any given period shall not entitle the Client to:
8.2.1 terminate this Agreement or any Service Document prior to the end of the Initial Order Term or then-current Renewal Order Term (except in accordance with the termination provisions set out in this Agreement);
8.2.2 withhold payment for Services satisfactorily provided in any other period; or
8.2.3 claim a set off against fees due for any other period of service provision.

8.3 Each invoice for Services provided shall be payable by the Client in full in accordance with the payment terms set out in this Agreement, notwithstanding any alleged defect, non-performance, or service level failure relating to Services provided in any other period for which a separate invoice has been or will be issued.

8.4 The Client acknowledges that:
8.4.1 managed IT services are provided on a continuous basis and issues in one period do not affect the Client's obligation to pay for Services properly rendered in other periods;
8.4.2 appropriate remedies for any service failures are limited to those set out in any applicable Service Level Agreement and/or this Agreement, including any applicable service credits where provided for; and
8.4.3 the Client shall have no right of set-off, deduction, or withholding against any monies due to Intergence under this or any other contract, save as required by law.

8.5 This clause shall not limit any remedies available to the Client under any Service Level Agreement or for material breach of this Agreement, but clarifies that such remedies do not include withholding payment for Services already rendered.

8.6 Where either Intergence or the Client provides the other with any equipment or other goods in the course of providing the Services, the recipient shall operate that equipment or use such goods in strict accordance with any instructions (particularly in regard to health and safety) as the supplying party may make available.

8.7 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.

8.8 Subject to 8.7 and 8.8 the total liability of Intergence shall not exceed the lower of: (a) £100,000; or (b) the total fees paid under a Service Document in the 12 months preceding the claim where the liabilities arose.

8.9 Subject to 8.7 and 8.8, the total liability of the Client shall not exceed the total fees payable under this Agreement.

8.10 Subject to 8.5, 8.6 and 8.8, neither party shall be liable for any indirect, special or punitive damages, or for any of the following (whether direct or indirect):

- 8.10.1 loss of profit;
- 8.10.2 loss of revenue;
- 8.10.3 loss of data;
- 8.10.4 loss of use;
- 8.10.5 loss of contract;
- 8.10.6 loss of commercial opportunity;
- 8.10.7 harm to reputation or loss of goodwill;
- 8.10.8 costs of procurement of substitute services; and
- 8.10.9 loss of business.

8.11 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

- 8.11.1 death or personal injury caused by negligence;
- 8.11.2 fraud or fraudulent misrepresentation;
- 8.11.3 breach of any obligation as to title implied by, section 12 of the Sale of Goods Act 1979; section 2 of the Supply of Goods and Services Act 1982; or section 8 of the Supply of Goods (Implied Terms) Act 1973;
- 8.11.4 any other losses which cannot be excluded or limited by applicable law.

8.12 Except as expressly stated in this Agreement, and subject to clause 8.11, all warranties, terms, and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

8.13 The Client acknowledges and agrees that:

- 8.13.1 Intergence's Services include the management and coordination of third-party service providers (including but not limited to Microsoft, Google, Amazon Web Services, Cloudflare, and other cloud service providers);
- 8.13.2 Intergence does not control, operate, or warrant the availability, performance, or functionality of such third-party services;
- 8.13.3 Intergence shall not be liable for any loss, damage, or disruption arising from: (a) outages, failures, or performance issues of third-party service providers; (b) changes to third-party services, APIs, or terms of service; (c) security breaches or data loss within third-party platforms; (d) withdrawal or discontinuation of third-party services;
- 8.13.4 Intergence's obligations are limited to: (a) selecting appropriate third-party providers based on industry standards; (b) configuring and managing services according to best practices; (c) monitoring service performance and reporting issues; (d) liaising with providers during incidents; (e) implementing reasonable workarounds where feasible;
- 8.13.5 The Client remains responsible for maintaining appropriate business continuity plans and insurance to cover risks associated with reliance on third-party cloud services.

8.14 The principles and limitations set out in clause 10 regarding third-party service providers apply equally to all aspects of service delivery, not solely security matters. Intergence's role is limited to the management and coordination of third-party service providers, and Intergence shall not be liable for any service failures, outages, performance issues, or changes originating from such third-party providers, including but not limited to Microsoft, Google, Amazon Web Services, or Cloudflare.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights in pre-existing materials and methodologies remain with Intergence. Client receives a non-exclusive licence to use deliverables solely for its internal business purposes and for the duration of this Agreement, subject to full payment. The licence terminates immediately upon breach of payment terms or confidentiality obligations. This licence:

- 9.1.1 expressly excludes any of Intergence's proprietary software, platforms, or applications, which shall be licensed (if at all) under separate software licence terms;
- 9.1.2 does not include any right to modify, reverse engineer, or create derivative works;
- 9.1.3 is limited to the Client's internal business use only and does not permit any commercial exploitation; and
- 9.1.4 terminates immediately upon breach of payment terms or confidentiality obligations.

9.2 Where Intergence provides access to or use of its proprietary software as part of the Services, such access and use shall be governed exclusively by Intergence's software licence agreement, which must be separately executed.

10 IT SECURITY OBLIGATIONS

10.1 Intergence shall implement and maintain appropriate technical and organisational measures to ensure the security, confidentiality, integrity, and availability of the Client's data and systems in connection with the services provided under this Agreement, including:

10.1.1 selecting and managing third-party service providers with appropriate security credentials;
10.1.2 monitoring compliance with security policies and procedures;
10.1.3 coordinating security incident response; and
10.1.4 maintaining oversight of security configurations and updates.

10.2 Intergence's security obligations are limited to the management and coordination of security measures. Ultimate responsibility for the security, confidentiality, integrity, and availability of the Client's data and systems rests with the underlying third-party service providers that Intergence manages on the Client's behalf. However, Intergence shall ensure that all software, hardware, and systems used in the provision of services are kept up to date with the latest security patches and updates made available to Intergence by the third party service provider.

10.3 Intergence shall ensure that third-party service providers engaged in the performance of the Services maintain security measures that comply with applicable laws, regulations, and recognised industry standards, including but not limited to those relating to data protection and cybersecurity.

10.4 The Client acknowledges that the actual security implementation and infrastructure is provided by third-party service providers, and Intergence's role is limited to:

10.4.1 selecting providers with appropriate security certifications and track records;
10.4.2 monitoring provider security performance and compliance;
10.4.3 acting as liaison between the Client and providers for security matters; and
10.4.4 escalating security issues to providers and the Client as appropriate.

10.5 Intergence shall use reasonable endeavours to ensure that third-party service providers comply with equivalent IT security obligations as set out in this Agreement, but makes no warranty as to the actual security measures implemented by such providers.

10.6 Intergence shall promptly notify the Client (and in any event within 48 hours) in writing upon becoming aware of any actual or suspected security breach, unauthorised access, or data loss affecting the Client's data or systems. Such notification shall include:

10.6.1 a description of the nature of the breach as reported by the relevant third-party provider;
10.6.2 the steps taken or proposed by the third-party provider to mitigate the breach;
10.6.3 any recommendations from Intergence or the third-party provider for the Client to minimise potential adverse effects; and
10.6.4 details of the third-party provider's incident response and any limitations on Intergence's ability to investigate or remediate.

10.7 The Client acknowledges that Intergence's role in security incident response is limited to coordination and communication, and that direct remediation and investigation capabilities rest with the relevant third-party service providers.

10.8 The Client acknowledges that the timing, implementation, and effectiveness of security updates are controlled by third-party service providers and not by Intergence.

10.9 Intergence shall not be liable for:

10.9.1 security incidents arising from the Client's failure to implement or maintain its own security measures or comply with Intergence's or third-party providers' reasonable security recommendations;
10.9.2 security vulnerabilities or breaches originating from third-party service providers' systems, infrastructure, or personnel;
10.9.3 delays in security incident notification or response caused by third-party service providers;
10.9.4 the adequacy, effectiveness, or implementation of security measures provided by third-party service providers; or
10.9.5 any failure by third-party service providers to comply with security standards or requirements.

10.10 The Client acknowledges that security risks are inherent in any IT system and that Intergence cannot guarantee the security of systems operated by third-party providers.

10.11 The Client remains responsible for:

10.11.1 implementing appropriate security measures for its own systems and networks that interface with managed services;
10.11.2 training its personnel on security policies and procedures;
10.11.3 promptly implementing security recommendations provided by Intergence or third-party service providers;
10.11.4 maintaining appropriate cyber security insurance; and
10.11.5 compliance with its own regulatory and legal security obligations.

11 BACKGROUND CHECKS ON PERSONNEL

11.1 Intergence shall ensure that all personnel, subcontractors, and any other individuals who have administrative or privileged access to the Client's data or systems or who handle the Client's confidential data undergo appropriate background checks prior to being granted such access.

11.2 The background checks shall be proportionate to the level of access required and shall include, at a minimum:

11.2.1 verification of identity and right to work;

11.2.2 verification of employment history and qualifications; and

11.2.3 basic criminal record checks, where permitted by applicable law.

11.3 For third-party service provider personnel, Intergence shall obtain confirmation that such providers maintain appropriate background checking procedures for their staff, but shall not be responsible for conducting such checks directly.

11.4 Intergence shall ensure that the results of the background checks are reviewed to confirm the reliability and suitability of the personnel for access to the Client's data or systems.

11.5 Intergence shall maintain records of all background checks conducted under this clause and shall provide evidence of compliance to the Client upon request, subject to applicable data protection laws.

11.6 Intergence shall promptly notify the Client if any personnel who have undergone background checks are subsequently found to be unsuitable for access to the Client's data or systems and shall take immediate steps to revoke such access.

11.7 Intergence shall ensure that all background checks are conducted in compliance with applicable laws, including but not limited to data protection and employment laws.

12 COOPERATION WITH REGULATORY AUTHORITIES

12.1 Intergence shall, at the Client's reasonable request and at no additional cost (provided such cooperation does not exceed 8 hours per calendar year, with additional time charged at standard rates), cooperate with all applicable regulatory authorities in connection with the services provided under this Agreement. Such cooperation shall include, but is not limited to:

12.1.1 providing timely and accurate information or documentation reasonably required by the regulatory authorities;

12.1.2 assisting the Client in responding to enquiries or investigations initiated by regulatory authorities relating to the Services; and

12.1.3 acting in an open, cooperative, and timely manner with regulatory authorities in their discharge of functions relevant to the services.

12.2 Intergence shall use reasonable endeavours to ensure that any subcontractors or third parties engaged in the performance of the services comply with equivalent obligations under this clause, to the extent within Intergence's control.

12.3 Intergence shall not be required to disclose any information that is commercially sensitive, unrelated to the services, or protected by confidentiality obligations to third parties, except as required by law or regulatory authorities.

12.4 Intergence shall notify the Client promptly if it becomes aware of any regulatory investigation, enquiry, or action that may impact the services provided under this Agreement.

12.5 Intergence's obligations under this clause shall not extend to ensuring the Client's compliance with its own Client-specific regulatory obligations unless otherwise expressly agreed in writing.

13 BUSINESS CONTINUITY OBLIGATIONS

13.1 Intergence shall develop and maintain a documented plan to ensure the continuation of Intergence's Services with minimal interruption in the event of a Business Continuity Event (the "BCP") prior to the commencement of the Services. The BCP shall be updated at least once every 12 months during the Term.

13.2 The BCP shall include provisions for:

13.2.1 the identification and mitigation of risks to the continuity of the Services;

13.2.2 the recovery and restoration of critical systems and data within agreed timeframes; and

13.2.3 the provision of alternative facilities, where necessary, to enable the continued delivery of the Services.

13.3 Intergence shall ensure that the BCP is subject to the Client's written approval, which shall not be unreasonably withheld or delayed.

13.4 In the event of a Business Continuity Event, Intergence shall implement the BCP and take all reasonable steps to minimise disruption to the Services. Intergence shall notify the Client promptly of the occurrence of the Business Continuity Event and provide regular updates on the status of the recovery efforts.

13.5 Intergence shall not be liable for any failure to meet service levels during a Business Continuity Event, provided that Intergence has complied with its obligations under this clause and the BCP.

13.6 Intergence shall ensure that any subcontractors engaged in the provision of the Services comply with the BCP and the obligations set out in this clause.

13.7 Intergence shall provide the Client, upon reasonable request, with evidence of the BCP's testing and effectiveness, including summaries of any test results or updates made to the BCP.

13.8 The Client shall maintain, at its own cost, adequate insurance coverage to address risks associated with Business Continuity Events that may impact the Client's operations, including but not limited to:

13.8.1 loss or damage to the Client's data, systems, or infrastructure;

13.8.2 business interruption or downtime; and

13.8.3 any liabilities arising from the Client's failure to meet its obligations under this Agreement during a Business Continuity Event.

13.9 The Client shall ensure that such insurance coverage is maintained throughout the Term of this Agreement and is sufficient to cover the potential risks and liabilities associated with the Services.

13.10 The Client shall, upon Intergence's reasonable request, provide evidence of the insurance coverage required under this clause, including certificates of insurance or other relevant documentation.

13.11 Intergence shall not be liable for any losses, damages, or liabilities incurred by the Client as a result of the Client's failure to maintain adequate insurance coverage as required under this clause.

13.12 "Business Continuity Event": Any event that disrupts or has the potential to disrupt the normal provision of the Services, including but not limited to natural disasters, cyber-attacks, or system failures.

14 DURATION AND TERMINATION

14.1 Upon acceptance of a Service Document, the Client commits to receive and pay for the Services specified therein for an initial term of three (3) years (the "Initial Order Term"), unless a different period is expressly specified in such Service Document.

14.2 Either party may terminate a Service Document by giving not less than sixty (60) days' prior written notice to the other party, such termination to take effect at the end of the Initial Order Term or any Renewal Order Term.

14.3 Unless terminated in accordance with clause 14.2, the Services under each Service Document shall automatically renew for successive periods of twelve (12) months (each a "Renewal Order Term") unless otherwise specified in the relevant Service Document.

14.4 Either party may terminate a Service Document at any time by giving notice in writing to the other party if the other party commits a material breach of this Agreement which is not remedied within [30] calendar days of receiving written notice of such breach.

14.5 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

14.5.1 breaches any applicable anti-bribery, anti-corruption, or anti-tax evasion laws, and such breach is deemed a material breach of this Agreement.

14.5.2 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

14.5.3 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

14.5.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

14.5.5 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

14.5.6 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

14.5.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

14.5.8 has a resolution passed for its winding up;

14.5.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

14.5.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;

14.5.11 has a freezing order made against it;

14.5.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items; or

14.5.13 is subject to any events or circumstances analogous to those in clauses 14.5.2 to 14.5.12.

14.6 Intergence may terminate this Agreement immediately upon written notice to the Client if:

14.6.1 The Client fails to pay any amount due under the Service Document by the due date, and such amount remains unpaid seven (7) days after the Client has received a written notification from Intergence that the payment is overdue.

14.6.2 The Client becomes insolvent, enters into liquidation, has a receiver or administrator appointed over its assets, or ceases to carry on business.

14.7 Upon termination of this Agreement:

14.7.1 Intergence shall cease providing the Services immediately.

14.7.2 the Client shall promptly pay all outstanding amounts due to Intergence, including any accrued but unpaid fees for Services rendered up to the date of termination.

14.7.3 Intergence shall have no obligation to assist the Client with data recovery or extraction unless otherwise agreed in writing.

14.8 Termination or expiry of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination or expiry.

14.9 Upon termination, Intergence shall provide reasonable handover assistance for up to 30 days at standard daily rates

14.10 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry.

15 ACCESS AND REMOVAL OF IT HARDWARE

15.1 Upon termination of this Agreement for any reason, Intergence shall have the right to access the Client's premises or any other location where Intergence's IT hardware is stored, for the purpose of recovering such hardware. IT hardware includes any physical equipment, devices or components provided by Intergence to the Client under this Agreement.

15.2 Intergence shall provide the Client with at least two (2) Business Days' written notice prior to accessing the premises, except where immediate access is required due to urgent circumstances, such as the risk of damage, unauthorised use, or loss of the IT hardware.

15.3 The Client shall cooperate fully with Intergence to facilitate the recovery of the IT hardware, including granting access to the relevant premises during Business Hours and ensuring that the hardware is readily available for collection.

15.4 Intergence shall comply with all applicable laws and the Client's reasonable security, confidentiality, and health and safety policies when accessing the premises.

15.5 The Client shall ensure that the IT hardware is returned in the same condition as it was provided, subject to reasonable wear and tear. The Client shall be liable for any damage beyond reasonable wear and tear and shall reimburse Intergence for the cost of repair or replacement.

15.6 Intergence shall bear the costs of accessing and removing the IT hardware unless the Client has failed to comply with its obligations under this clause 15, in which case the Client shall reimburse Intergence for any additional costs incurred.

15.7 Ownership of the IT hardware shall remain with Intergence at all times. The Client shall not assert any lien, charge, or other encumbrance over the hardware, or remove any ownership labels from the IT hardware.

15.8 Intergence's rights under this clause shall survive the termination of this Agreement.

16 NON-SOLICITATION OF KEY SUPPLIERS

16.1 In order to protect the legitimate business interests of Intergence, the Client covenants with Intergence for itself and as agent for its group companies that it shall not (and shall procure that no member of the Client's company group shall) except with the prior written consent of Intergence have any material business dealings with or solicit, entice or attempt to entice away, a Restricted Supplier, if such dealing, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or to reduce its supply of goods or services to Intergence, or to vary adversely the terms upon which it conducts business with Intergence.

16.2 The Client shall be bound by the covenant set out in clause 16.1 during the term of this agreement, and for a period of 6 months after termination or expiry of this agreement.

16.3 For the purposes of this clause 16, a Restricted Supplier shall mean any key subcontractor of Intergence who provides a material part of the services on behalf of Intergence, and who has been named in writing by Intergence.

17 NON-SOLICITATION OF KEY PERSONS

17.1 In order to protect the legitimate business interests of each party, during the Term of this Agreement and for a period of 12 months thereafter (Restricted Period) neither party shall, either directly or indirectly, by or through itself, its Affiliate, its agent or otherwise, or in conjunction with its Affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

- 17.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the other party with a view to employing or engaging the Restricted Person, or
- 17.1.2 employ or engage, or offer to employ or engage a Restricted Person of the other party,
- 17.1.3 without the prior written consent of the other party.

17.2 For the purposes of clause 17.1, "Restricted Person" means any employee or contractor who:

- 17.2.1 has had material involvement in the performance of this Agreement; or
- 17.2.2 has had access to Confidential Information of the other party; or
- 17.2.3 holds a senior management position.

17.3 Notwithstanding clause 17.1 either party may employ or engage any Restricted Person of the other party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social media, online or in trade and industry publications).

17.4 In the event of a breach of clause 17.1 which results in a Restricted Person leaving the relevant party and being employed or engaged by the party in breach, the party in breach shall pay to the other party by way of liquidated damages a sum calculated as follows:

- 17.4.1 for senior management: 50% of annual salary
- 17.4.2 for other Restricted Persons: 30% of annual salary.

Each party agrees that such an amount is a genuine pre-estimate of each party's actual financial losses.

17.5 The provisions in clause 17.4.2 shall be without prejudice to a party's right to terminate this Agreement in accordance with any rights that may be available to it for breach of this clause 17.1, or claim injunctive relief.

18 PERSONNEL

18.1 Supplier Personnel shall at all times remain the employees or sub-contractors of Intergence (or of Intergence's sub-contractor(s)) and shall remain under the overall control of Intergence. Intergence and the Client acknowledge and agree that Supplier Personnel are not employees of the Client, nor shall anything in this Agreement deem them employees of the Client.

18.2 For the purposes of this Agreement, "Supplier Personnel" means any employees, contractors, sub-contractors, agents, or other individuals engaged by Intergence (or by Intergence's sub-contractors) in the performance of the Services under this Agreement.

19 USE OF SUBCONTRACTORS

19.1 Intergence may engage subcontractors to perform any part of its obligations under this Agreement, provided that:

19.1.1 Intergence remains fully responsible for the performance of its obligations under this Agreement and for the acts and omissions of its subcontractors as if they were the acts and omissions of Intergence;

19.1.2 Intergence ensures that any subcontractor engaged complies with all applicable terms of this Agreement, including those relating to confidentiality, data protection, and security; and

19.1.3 Intergence notifies the Client of the engagement of any subcontractor where such subcontractor will have access to the Client's data or systems.

19.2 Intergence shall ensure that any subcontractor engaged is bound by written terms that are no less protective of the Client's rights than the terms of this Agreement.

19.3 Intergence shall provide the Client, upon reasonable request, with a list of subcontractors engaged in the performance of the services under this Agreement.

19.4 The Client's prior written consent shall not be required for the engagement of subcontractors unless otherwise expressly stated in this Agreement.

19.5 Intergence shall indemnify the Client against any losses, damages, or liabilities arising from the acts or omissions of its subcontractors in connection with the performance of this Agreement.

20 ASSIGNMENT AND SUB-CONTRACTING

20.1 Subject to clause 19 neither party may assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent.

20.2 Intergence shall remain responsible for all acts and omissions of Supplier Personnel as if they were its own acts and omissions. Any obligation on Intergence to do, or to refrain from doing, any act or thing under this Agreement or otherwise shall include an obligation upon Intergence to procure that all Supplier Personnel also do, or refrain from doing, such act or thing.

21 MODERN SLAVERY

21.1 Intergence undertakes, warrants and represents that:

21.1.1 neither Intergence nor any of its Supplier Personnel has committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

21.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

21.1.3 its responses to the Client's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and

21.1.4 it shall notify the Client immediately in writing if it becomes aware or has reason to believe that it, or any of its Supplier Personnel have breached or potentially breached any of Intergence's obligations under this clause 16. Any notice under this clause 21.1.4 shall set out full details of the circumstances concerning the breach or potential breach of Intergence's obligations.

22 ANTI-BRIBERY

22.1 Intergence and the Client shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the "BA 2010").

22.2 Neither party shall, and shall ensure that its personnel, subcontractors, and any other persons associated with it shall not, in connection with this Agreement:

22.2.1 offer, promise, or give any financial or other advantage to any person to induce or reward improper performance of a relevant function or activity;

22.2.2 request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity; or

22.2.3 engage in any activity, practice, or conduct which would constitute an offence under the BA 2010, including but not limited to bribing another person, soliciting or accepting a bribe, bribing a foreign public official, or failing to prevent bribery.

22.3 Each party shall implement, maintain, and enforce adequate procedures, endorsed by its top-level management, to prevent bribery and corruption by its personnel, subcontractors, and any other persons associated with it. Such procedures shall include:

22.3.1 clear written guidance and training on acceptable conduct, including corporate hospitality and promotional expenditure;

22.3.2 procedures for reporting requests for bribes or improper payments; and

22.3.3 mechanisms for notifying relevant enforcement bodies of any suspected bribery or corruption.

22.4 Each party shall promptly notify the other in writing if it becomes aware of any breach or suspected breach of this clause, or if it receives any request or demand for any undue financial or other advantage in connection with the performance of this Agreement.

22.5 Each party shall have the right to terminate this Agreement immediately upon written notice if Intergence breaches this clause, without prejudice to any other rights or remedies available to the other.

23 WAIVER

23.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

23.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

23.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

24 DISPUTE RESOLUTION PROCESS

24.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 24.

24.2 The Dispute Resolution Process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute.

24.3 The parties shall use reasonable endeavours to reach a negotiated resolution through the following procedures:

24.3.1 Within 7 days of service of the notice, the account manages of the parties shall meet to discuss the dispute and attempt to resolve it.

24.3.2 If the dispute has not been resolved within *seven days* of the first meeting of the *account managers*, then the matter shall be referred to the directors (or persons of equivalent seniority). The directors (or equivalent) will meet within *seven days* to discuss the dispute and attempt to resolve it.

24.4 The specific format for the resolution of the dispute under clause 24.3.1 and, if necessary, clause 24.3.2 will be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

24.5 If the dispute has not been resolved within 14 days of the first meeting of the directors (or equivalent) under clause 24.3.2, then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

24.6 Neither party may commence court proceedings until completion of mediation, except for urgent interim relief or debt recovery.

25 FORCE MAJEURE

25.1 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

25.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

25.1.2 uses reasonable endeavours to minimise the effects of that event.

25.2 If, due to Force Majeure, a party:

25.2.1 is unable to perform a material obligation; or

25.2.2 is delayed in or prevented from performing its obligations for a continuous period of more than 20 Business Days,

the other party may terminate this Agreement on not less than four weeks' written notice.

25.3 "Force Majeure" means any event beyond a party's reasonable control including acts of God, war, terrorism, epidemic, governmental action, industrial action (other than by the affected party's own workforce), fire, flood, or failure of utility services or third-party cloud service providers, but excluding any event caused by the affected party's negligence.

26 GENERAL

26.1 Each party to this Agreement is an independent contractor and nothing in these Terms of Business or Service Document will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of services under contract.

26.2 Neither party will be liable for any delay in performing its obligations under this Agreement if that delay is caused by circumstances beyond its reasonable control and the delayed party shall be entitled to a reasonable extension of time for the performance of its obligations.

26.3 All notices to be given under this Agreement must be in writing and sent to the address of the recipient which the recipient may from time to time tell the other in writing. Any notice may be delivered by hand personally or sent by first class prepaid letter (within England) or airmail (if overseas) or by email and will be treated as served: if by hand, when delivered; if by first class post, 48 hours after posting; if by airmail, 6 business days after posting; and if by email to the recipient's designated email address (deemed served on the next Business Day after sending, provided no automated error or rejection message is received). Each party shall notify the other promptly of any change to its contact details. Email notices shall be sent: to Intergence at mwarren@Intergence.com and to the Client at the email address specified in the Service Document.

26.4 No forbearance or delay by either party in enforcing the provisions of this Agreement will prejudice or restrict its rights, nor will any waiver of rights operate as a waiver of any subsequent breach.

26.5 The Client agrees that it has not relied on any prior representations in entering into this Agreement. This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between them relating to its subject matter. Nothing in these Terms of Business shall be construed as excluding liability for fraudulent misrepresentation.

27 LAW

27.1 These terms are governed by and are to be construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.