

1. PARTIES TO THE AGREEMENT:

This agreement dated 1st Day of April, 2026 is between the parties below:

- (a) DOQEX LIMITED a company registered in England and Wales with registration number 08420913 and registered address Independence House, Millfield Lane, York YO26 6PH, United Kingdom ("**DOQEX**", "**us**", "**we**", "**our**", "**Supplier**")
- (b) CUSTOMER DETAILS ("**Customer**", "**you**", "**your**")

2. TERM

"Effective Date" refers to the 1st Day of April, 2026.

"Renewal Date" refers to the 31st Day of March, 2027.

This agreement commences on the Effective Date and, unless terminated earlier in accordance with this agreement, shall continue until the Renewal Date.

[OPTION A – Autorenew]

Unless otherwise expressly set forth on the Schedule, the Term shall be extended for a period of 12 Months in accordance with clause 6.b **"Adjustment for inflation at Renewal Date."** unless one party provides written notice of its intent not to renew at least twenty (20) working days prior to the end of the then current Term.

[OPTION B – Fixed Term]

This agreement shall not automatically renew. Any extension beyond the Renewal Date shall require the parties' express written agreement. If renewed, this agreement may be extended for successive periods of twelve (12) months, subject to mutual written agreement executed no later than thirty (30) days prior to the expiry of the then-current Term.

3. TERRITORY

This agreement is valid worldwide for all services delivered to the Customer by DOQEX and governed as described in section 27, "Applicable Law".

4. SERVICE DESCRIPTION AND DEFINITIONS

Service Definitions:

"Codebase" refers to the collection of components including our Intellectual Property as compiled and or interpreted source code, configuration data and third party software libraries and applications that comprise the logical Service.

"Data Operations" or **"DataOps"** means any operation, transaction, or activity performed by or on behalf of the Customer through the Service that involves the handling or manipulation of data, including but not limited to uploading, downloading, storing, retrieving, processing, transforming, encrypting, decrypting, viewing, transmitting, or emailing data. For the avoidance of doubt, Data Operations include any automated or manual actions initiated by the Customer, its users, or integrated systems that result in the movement, computation, or modification of data within or through the Service.

"Good Industry Practice" means the exercise of the degree of skill, care and prudence which would reasonably be expected from a person highly skilled and experienced in providing services similar to the Services.

"Grace Period" means a period of three (3) months.

"Node" refers to an instance of service delivery assets comprising any DOQEX Intellectual Property which is deployed in order to provide a service to one or more tenants including but not limited to User services, backups, software development, load-balancing or business continuity purposes.

"Professional Services" refers to services delivered by personnel controlled by or under the direct instruction of DOQEX.

"Release Codebase" refers to the most recent elements of our Codebase which from time to time we publish and make available to our customers which are relevant to the Services we deliver under this agreement.

- a. This agreement describes a subscription to Services to which the Customer has the right to receive or use for as long as the subscription lasts.
- b. The Services to which the Customer subscribes are as defined in the Schedule and accepted by Us.

"Service", "Services" refers to both Professional Services delivered by us or the use of any DOQEX Intellectual Property.

"Schedule" refers to a description of Services which we will provide for the duration of this agreement and the fees associated with the Services. The Schedule will form part of this agreement

"Term" means the period of three (3) years during which this Agreement remains in effect, commencing on the Effective Date and continuing until the Renewal Date, unless terminated earlier in accordance with this Agreement. Any extension of the Term shall occur only by mutual written agreement of the parties and, if agreed, shall be for successive periods of twelve (12) months.

“Usage Data” means the quantitative and qualitative metrics collected, generated, or recorded by the Service or DOQEX in connection with the Customer’s use of the Service. This includes, without limitation:

- a. the number, frequency, and volume of Data Operations (DataOps) performed;
- b. storage volumes, processing time, bandwidth consumption, and other measurable indicators of system usage; and
- c. the extent of human resource engagement required to support or maintain the Customer’s use of the Service, including but not limited to the time and effort of engineers, service desk personnel, and other support or technical staff involved in incident resolution, service management, configuration, or operational support directly attributable to the Customer’s account.

Usage Data may be used by DOQEX for service monitoring, performance optimisation, capacity planning, billing, and compliance with the usage limits and thresholds specified in this Agreement or the applicable Service Schedule.

For the avoidance of doubt, Usage Data does not include the content or substance of the Customer’s own data, except to the extent strictly necessary for the purposes of measuring, monitoring, or managing usage in accordance with this Agreement.

“User” means any individual or entity which the Customer has granted access to the service or made information available from the Service. This includes but is not limited to an employee of the Customer or an employee of an entity wholly controlled by the Customer including temporary workers, locums, students and volunteers or an individual, company or 3rd party under a contract of service to the Customer.

5. LIMITATIONS OF SERVICE

- a. The Customer shall not re-sell, hire, lease, rent or otherwise make the Services or any product derived from the Services available directly or indirectly to any entity that is not a party to this agreement.
- b. All rights not expressly granted within this agreement are reserved.

6. PAYMENT TERMS AND PRICING

- a. Prices for the Services subscribed to under this agreement are detailed in the Schedule which has been accepted by both parties.
- b. Adjustment for inflation at Renewal Date.

- i. If this agreement is extended for another Term under clause 2, the fees shall be adjusted to reflect the cumulative rate of retail price inflation ("RPI") over the preceding term as published by the United Kingdom Office for National Statistics ("ONS").
- ii. Calculation method
 - 1. The adjustment shall be based on the change in the United Kingdom Retail Prices Index (RPI), as published by the ONS, measured over the most recent term for which figures are available at the time of adjustment. The cumulative percentage increase in the RPI over that period shall be applied to the Price.
 - 2. For example, if the RPI has increased by a total of 10% over the twelve (12) months preceding the adjustment date, the Price shall be increased by 10%.
- c. Service Threshold, Grace Period and Fee Adjustments
 - i. Service Allowance
 - 1. The Customer's Fees are based on the usage parameters set out in the Service Schedule, including but not limited to Data Operations ("DataOps"). The Customer may exceed the usage levels specified in the Service Schedule by up to twenty-five percent (25%) for a period not exceeding three (3) consecutive months ("Grace Period") without incurring additional charges.
 - 2. DOQEX shall provide the Customer, and any individuals the Customer formally nominates in writing, with access to comprehensive reporting tools and features within the Service. These tools and features shall enable the authorised individuals to generate, review, download, and analyse all usage data and activity logs available within the Service at any time during the Term.
 - 3. DOQEX will consider all Customer requests for the development of additional or customised report features not currently available within the Service. Should DOQEX agree to undertake such development, the provision of these features may constitute a chargeable service, in which case DOQEX shall provide the Customer with a written quotation detailing the associated costs and estimated delivery timelines.

4. The Customer shall have the right, upon providing DOQEX with reasonable prior written notice, to audit usage data. DOQEX reserves the right to charge the Customer for its reasonable costs and expenses incurred in assisting the Customer with any such audit.

ii. Exceeding the Allowance

1. If the Customer's usage exceeds the permitted twenty-five percent (25%) threshold for more than three (3) consecutive months, or if the excess usage continues beyond the Grace Period, DOQEX shall be entitled to review and notify the Customer of a proposed increase in the Fees to reflect the Customer's actual usage.
2. DOQEX shall provide notice to the Customer specifying the revised Fees and the basis of calculation. Once agreed to in writing by the Customer, the revised Fees shall take effect from the end of the Grace Period unless otherwise agreed in writing.
3. Should no agreement be reached regarding revised fees and usage remains excessive beyond the Grace Period, then DOQEX has the right and sole discretion to:
 - a. Levy an additional charge to the customer via invoice at a rate pro-rata to the overuse and the annual fee as described in Schedule 1, or
 - b. impose technical measures to reduce service usage, or
 - c. terminate this agreement.

iii. Usage Data and Monitoring

1. DOQEX shall determine the Customer's usage based on system records and metrics collected through the Service. Such records shall be presumed accurate unless disputed in good faith by the Customer. The Customer shall have the right, upon reasonable notice, to audit usage data to verify accuracy. DOQEX reserves the right to charge the Customer for its reasonable costs and expenses incurred in assisting the Customer with any such audit.
- d. Notwithstanding Clause 11 of this agreement the Customer shall pay the fees specified in the Schedule in Pounds Sterling within 30 calendar days of the invoice date without offset or deduction.

- e. Payments due under this agreement will be made by bank transfer to an account specified by us on our invoice.
- f. All payment terms are subject to our approval of the Customer's creditworthiness. Approval may be withdrawn at any time.
- g. Payments are non-refundable except as otherwise except where (i) the Customer terminates this Agreement for Supplier's material breach, or (ii) services are not delivered in accordance with this Agreement. In such cases, DOQEX shall refund the applicable portion of prepaid fees within thirty (30) days..
- h. DOQEX may apply a late charge on undisputed overdue invoices at a rate not exceeding the statutory interest rate as defined by UK law and shall not impose any additional late charges but may charge reasonable debt recovery costs.
- i. All fees are exclusive of value-added tax. Our invoices will include value-added tax calculated at the rate valid at the time of invoice and any additional taxes applicable under UK law or regulation which shall be paid by the Customer without deduction. The Customer shall pay all such taxes or duties and reimburse DOQEX if it is required to pay any such taxes or duties.
- j. Inapplicability of Purchase Orders. The terms and conditions of this agreement shall govern the relationship of the Parties regarding Services used by the Customer. A Customer's form of purchase order and similar documents shall not modify or override the terms of this agreement unless expressly agreed in writing by both Parties.

7. RESPONSIBILITIES

- a. The Customer is responsible and liable for the use of and access to the Services by Users in accordance with this agreement.
- b. The Customer acknowledges that Services are as described in this agreement and are not contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by DOQEX with respect to future functionality or features.
- c. DOQEX warrants that it shall comply at all times with the schedules of this agreement throughout the term.

8. REVIEW MEETINGS

- a. Each Party to this agreement may require the other Party to meet to conduct formal reviews of the performance of the Service at an interval not to exceed 6 months from the most recent of either:
 - i. the inception date,
 - ii. the date of the last review,
 - iii. the most recent renewal date.
- b. Notwithstanding the above the date and location of review meetings will be by mutual agreement between the Customer and DOQEX.

9. MAINTENANCE

- a. When the Service is delivered by resources, systems or infrastructure owned or provided by DOQEX ("**Provisioned by us**"):
 - i. We will apply updates to ensure the Service remains at the same technical and functional level as our Release Codebase.
 - ii. We will notify you prior to the application of any updates to the Service. Our notification will detail potential impact to the Service, the users and their data together with the steps we will take to revert any changes made. We will agree a time and date to apply such updates with an agreed maximum time by which we will perform the updates.
 - iii. We will notify you of updates which are required to maintain security, legal compliance, performance or Service availability. Where urgent changes are required to address critical security vulnerabilities or compliance issues, we reserve the right to apply such changes at our sole discretion without prior notification, provided that:
 - 1. The changes do not materially reduce the functionality of the Services or our ability to use it as intended;
 - 2. We will notify you as soon as reasonably practicable after implementation, including details of the change and its impact; and
 - 3. If any change materially impacts your use of the Service you may terminate this agreement without penalty and with a pro rated refund of all Fees paid upfront.

10. SERVICE LEVEL AGREEMENT

Definitions;

"first line support" refers to the management and maintenance of user accounts and configuration options and settings available to individual users.

"second line support" refers to the management and maintenance of configuration options and settings that are part of the Service available to privileged users

"third line support" refers to any additional support not included in first or second line support

"month" refers to a calendar month

"day" refers to the hours between 08:00 and 18:00 on working days (Monday to Friday excluding national/bank holidays)

"error" or **"errors"** refers to behaviour of the system other than that which is part of normal functional activity.

"support portal" refers to either the email address support@doqex.com or the website <http://support.doqex.com>

- a. This clause applies when the Service is delivered by resources, systems or infrastructure owned or provided by DOQEX ("**Provisioned by us**");
 - i. Unless explicitly defined in a separate Service Level Agreement, we will provide the following level of service per month;
 - 1. the service is available to users 99% of the month
 - 2. the service responds to users within one second (excluding file download and upload activity and manipulation of large report data sets) 90% of the time
 - 3. errors communicated via the support portal will be responded to within 4 hours which may overlap to the next day
 - 4. errors communicated via the support portal that have been responded to will be fixed within 12 hours of the original response which may overlap to the next day(s)
- b. This clause is only applicable when the Service is Provisioned by you.
 - i. Unless explicitly defined in a separate Service Level Agreement, we will provide;

1. 1 (one) third line support incident per month where such support relates to misuse or misconfiguration by you.
2. Unlimited third line support where such support relates to software or technical issues.
3. Errors communicated via the Support Portal will be responded to within 4 hours which will overlap to the next day,
4. Errors communicated via the Support Portal that have been responded to will be fixed within 12 hours of the original response which will overlap to the next day(s)

11. SERVICE CREDITS

- a. Notwithstanding Clause 21 of this agreement the Customer will be entitled to call an Incident Review Meeting in the event that the service has not been available to users as a result of the direct action or inaction of DOQEX for an incident communicated by the Customer via the Support Portal.
- b. An Incident Review Meeting will be convened at a date and location by mutual agreement between the Customer and DOQEX.
- c. At an Incident Review Meeting the Customer will be entitled to select Service Credits from DOQEX that will be one of the following:
 - i. For each full day where the Service is not available a credit of 1/365 of the Annual Revenue shown on the Schedule for the applicable term, or
 - ii. Credits for DOQEX Professional Services, or
 - iii. Credits for DOQEX software, or
 - iv. Any other form of service mutually agreed between the Customer and DOQEX.
- d. Notwithstanding other obligations herein Service Credits will be treated as the sole remedy for the Customer.

12. INTELLECTUAL PROPERTY

- a. Intellectual Property belonging to DOQEX includes but is not limited to our Codebase, designs, products, documents, trademarks and any material which is the copyright of DOQEX. This does not affect the Customer's ownership of its own data, trademarks, or other intellectual property.

- b. All right, title, and interest, including without limitation all intellectual property rights, in and to the Services, including any and all modifications, enhancements, derivative works, Updates and Releases, are the sole and exclusive property of DOQEX. The Customer is granted a non-exclusive, non-transferable right to use the Services during the term of this Agreement in accordance with its terms.
- c. The Customer shall not remove, and shall reproduce on any permitted copies, all proprietary, copyright, trademark and trade secret notices contained in or placed upon our Services.
- d. The Customer shall not make or permit the making of any modifications, additions or enhancements to Our Intellectual Property or cause or permit the disassembly, decompilation or reverse engineering of any DOQEX Intellectual Property in whole or in part.
- e. Open Source Software. The Customer agrees that any software or materials which may be made available by DOQEX, or otherwise obtained or used by the Customer, subject to an open source license or other open source terms ("**Open Source Software**") shall be and shall remain subject to the terms and conditions of the original license or terms.

13. STAFF OBLIGATIONS AND NON-SOLICITATION

- a. Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing Services is expected or required to integrate into the Customer's business organisation or employed workforce. Neither party seconds its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.
- b. The Customer shall not employ, engage, or otherwise solicit any person who during the previous 12 months was an employee or sub-contractor of DOQEX and with whom had material contact in connection with Services performed under this agreement or any Schedule, until 12 months after this agreement and Schedules have terminated. This restriction shall not apply to:
 - i. individuals who respond to a general advertisement or recruitment campaign not specifically targeted at DOQEX personnel;

- ii. individuals who independently apply for employment without prior solicitation by the Customer; or
- iii. situations where DOQEX has provided prior written consent.

14. CONFIDENTIALITY

- a. The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire information concerning the business affairs of the other party ("**Confidential Information**").
- b. Each Party receiving Confidential Information (the "**Receiving Party**") agrees to maintain all such Confidential Information received from the other Party (the "**Disclosing Party**"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein.
- c. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which:
 - i. is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
 - ii. was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
 - iii. subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction;
 - iv. is independently developed by the Receiving Party without resort to the Confidential Information; or
 - v. is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure.

15. DATA PROTECTION

Roles and Governing Law. This Section shall be interpreted in accordance with all applicable data protection and privacy legislation in force from time to time, including, without limitation, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any successor legislation (collectively, the “Data Protection Laws”).

Roles of the Parties.

- a. For the purpose of the Data Protection Laws, the parties acknowledge and agree that:
 - i. The Customer acts as the Data Controller in respect of the Personal Data processed under this Agreement.
 - ii. The Supplier acts as the Data Processor in respect of the Personal Data processed under this Agreement.
- b. Scope and Details of Processing.
 - i. Processing Instructions. The Supplier shall only Process Personal Data as necessary to perform the Services set out in this Agreement, which shall include any processing carried out by the Supplier in response to the use of the Service by the Customer’s authorised Users, and in accordance with the documented instructions of the Customer, unless required to do so by applicable laws. The subject matter, duration, nature and purpose of the Processing, the types of Personal Data, and the categories of Data Subjects are as described in the DATA PRocessing or as otherwise reasonably necessary to provide the data security services and related technical support.
 - ii. Confidentiality: The Supplier shall ensure that all persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- c. Supplier Obligations (as Data Processor).
 - i. Technical and Organisational Measures (TOMs). The Supplier shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing. These measures are designed to protect Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access.
 - ii. Data Subject Rights: The Supplier shall, considering the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar

as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising Data Subject rights under the Data Protection Laws.

- iii. **Data Breach Notification:** The Supplier shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting the Personal Data processed under this Agreement, and shall provide the Customer with sufficient information to meet any obligations under the Data Protection Laws regarding the reporting or notification of the Personal Data Breach.
- iv. **Assistance to Controller:** The Supplier shall provide reasonable assistance to the Customer, at the Customer's cost, in fulfilling the Customer's obligations relating to security of processing, data protection impact assessments (DPIAs), and prior consultations with supervisory authorities, to the extent required by Data Protection Laws.

d. **Sub-processing**

- i. **General Consent and Conditions:** The Supplier does not intend to use Sub-processors, however the Customer hereby grants the Supplier a general written authorisation to engage third-party sub-processors to assist in providing the Services, subject to the Supplier informing the Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Customer the opportunity to object to such changes on reasonable grounds.
- ii. **Obligations of Sub-processors:** Where the Supplier engages a sub-processor, the Supplier shall ensure that the sub-processor is bound by contractual terms that offer the same level of protection for Personal Data as those set out in this Data Protection Section. The Supplier shall remain fully liable to the Customer for the performance of the sub-processor's obligations.

e. **International Data Transfers**

- i. **Customer-Initiated Transfers:** The Parties acknowledge that the Customer and authenticated Service Users may utilise the Service to facilitate the transfer of Personal Data to third parties or destinations located outside of the United Kingdom (UK) or the European Economic Area (EEA), which may include jurisdictions not deemed to provide an adequate level of protection under applicable Data Protection Laws.
- ii. **Sole Customer Responsibility:** The Customer acknowledges and agrees that it shall be solely responsible for ensuring the legality, validity, and compliance of all such

international transfers of Personal Data initiated by the Customer through the use of the Service, and for satisfying itself that appropriate safeguards (such as Standard Contractual Clauses, binding corporate rules, or other legal transfer mechanisms) have been put in place for those transfers as required by the Data Protection Laws.

- iii. Supplier Limitation: The Supplier's provision of the Service to enable such transfers does not constitute an assessment, guarantee, or acceptance of responsibility by the Supplier regarding the compliance of such transfers with the Data Protection Laws.
- iv. The Supplier shall not transfer (and shall not permit its Sub-processors to transfer) Personal Data outside of the United Kingdom or the European Economic Area (EEA) unless the transfer is made in compliance with Chapter V of the UK GDPR or equivalent provisions of the applicable Data Protection Laws (e.g., through the use of standard contractual clauses or an adequacy decision).

f. Data Return and Deletion

- i. Upon termination or expiry of this Agreement, or at the Customer's written request, the Supplier shall, at the Customer's election, either delete or return all Personal Data and copies thereof to the Customer, unless required by law to store the Personal Data. The Supplier shall certify to the Customer that it has completed such deletion or return.

16. WARRANTY

- a. DOQEX warrants that all Services provided by DOQEX under this agreement will be of a professional quality and will conform to Good Industry Practice. This warranty shall be valid for thirty (30) days from the completion of the applicable services. As the Customer's sole and exclusive remedy and DOQEX's sole and exclusive liability for breach of the foregoing warranty, DOQEX will, at its sole option and expense, and provided that DOQEX is notified of any such breach during the warranty period, re-perform the Services.
- b. DOQEX warrants that it will maintain operational systems and controls and a risk management structure that is:
 - i. appropriate to the nature and complexity of the Services taking full account of Good Industry Practice; and
 - ii. compliant with all applicable laws.

- c. DOQEX warrants that for the term of this agreement it will maintain the following insurance coverage and provide suitable evidence of such insurance coverage in writing on request to the Customer:
 - i. DC501 – PI Certificate – Hiscox £5Million.
 - ii. DC502 – PL Certificate – Hiscox £1Million.
- d. Further, DOQEX warrants that:
 - i. the Services do not infringe third-party intellectual property rights;
 - ii. the Services will be free from viruses or malicious code at delivery; and
 - iii. it has the right and authority to enter into the agreement and grant the license.
- e. The express limited warranties in this section are in lieu of all other warranties and conditions express or implied, contractual or statutory, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- f. DOQEX does not warrant that the use of the Services will be uninterrupted or error free or that all nonmaterial deficiencies or errors are capable of being corrected.

17. LIABILITY AND INDEMNITY

- a. The Customer acknowledges and agrees not to hold DOQEX responsible should the Customer or Users with access to shared files or folders use the Services to transmit any communications or messages that constitute spam, are secret, contain sensitive or personally sensitive data, or are obscene, abusive, harassing, threatening, racist, malicious, illegal, fraudulent, defamatory, libellous, harmful to children, or that violate or infringe the rights of third parties.
- b. Except for any indemnification obligations herein for the Customer's breach of the terms of this agreement in no event shall DOQEX be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use arising out of or in connection with this agreement or the use or performance of the Services supplied hereunder, whether in an action in contract, warranty, tort (including negligence), Service liability or otherwise, even if DOQEX has been advised of the possibility of such loss or damages.

- c. DOQEX's aggregate liability for damages shall in no event exceed the total fees received from the Customer for Services delivered to the Customer under this agreement in the previous twelve months.
- d. The Customer will, at its expense, indemnify and hold DOQEX harmless against any settlement agreed to by Customer, or any award of damages, liabilities, fines, costs, and/or expenses, including costs of litigation and reasonable legal advisor fees, which DOQEX may incur, based upon or arising out of:
 - i. any use of the Services by the Customer in breach of this Agreement, and
 - ii. any activity related to use of the Services, including but not limited to negligent or wrongful conduct, the acts or omissions of Users who access and upload shared data and files, and for the content of all files and data transmitted, shared, or stored using the Services.
- e. DOQEX will have no liability for a Claim to the extent it results from:
 - i. modification of the Services made by a party other than DOQEX, if the Claim would not have arisen but for the modification;
 - ii. the combination, operation or use of the Services with third party data, software, equipment or devices, if such Claim would not have arisen but for such combination, operation or use;
 - iii. the Customer's failure to use updated or modified software provided by DOQEX if use of such updated or modified software or hardware would have resolved the Claim; or
 - iv. compliance by DOQEX with designs, plans or specifications furnished by Customer or on Customer's behalf, if the Claim would not have arisen but for such designs, plans or specifications.

18. Intellectual Property Indemnity

- a. DOQEX shall, at its expense, defend or settle any claim, suit, or proceeding brought against the Customer by a third party alleging that the Services infringe any valid intellectual property right of such third party ("**IP Claim**") provided that:
 - i. The Customer promptly notifies DOQEX in writing of the IP Claim;
 - ii. DOQEX has sole control of the defence and settlement of the IP Claim; and

- iii. The Customer provides reasonable assistance and cooperation to DOQEX or any organisation it instructs to act on its behalf.
- b. Exclusions: DOQEX shall have no liability under this clause for any IP Claim to the extent it arises from:
 - i. modifications to the Services not made by DOQEX;
 - ii. combination of the Services with non-DOQEX products, services, or data;
 - iii. use of the Services in breach of this Agreement; or
 - iv. compliance with Customer's specifications or instructions.
- c. Remedies: If an IP Claim occurs or is likely to occur, DOQEX may, at its option and expense:
 - 1. procure for the Customer the right to continue using the Services;
 - 2. replace or modify the Services so they become non-infringing; or
 - 3. if neither option is commercially reasonable, terminate the affected Services.

19. LOSS OR CORRUPTION OF CUSTOMER DATA

- a. If any of the Customer's data is corrupted or lost or sufficiently degraded as a result of DOQEX's negligence or default so as to be unusable then, in addition to any other remedies that may be available to the Customer under this agreement or otherwise, the Customer shall have the option to:
 - i. require DOQEX at its own expense to restore or procure the restoration of the Customer data from the last available back up (which as a minimum shall be the last back up which DOQEX was required to make in accordance with this agreement) and DOQEX shall use all reasonable endeavours to do so as soon as possible; or
 - ii. itself restore or procure the restoration of the Customer Data from the last available back up (in accordance with Schedule 2 - IT Security Requirements).

20. TERMINATION

- a. Either Party may terminate this Agreement or any Services provided under this Agreement if:

- i. the other party breaches any material provision of this Agreement for any reason, which breach has not been cured within thirty (30) days of written notice; or
 - ii. the other Party becomes subject of a voluntary or involuntary petition in bankruptcy, or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which is not dismissed within sixty (60) days after commencement.
- b. Termination for Commercial Sustainability
 - i. DOQEX shall have the right to terminate this Agreement if the Supplier determines, in its sole discretion, that the continued provision of the Service is no longer commercially sustainable. For the purposes of this clause, "commercially unsustainable" includes, but is not limited to, significant increases in supply costs, raw materials, third-party fees, or other external economic or regulatory factors that materially affect the Supplier's ability to deliver the Service under the existing fee structure.
 - ii. Notice and Timing
 - 1. To exercise this right, the Supplier must provide the Customer with at least three (3) calendar months' written notice.
 - 2. Service Continuity: The Supplier shall continue to provide the Services and the Customer shall remain liable for all fees incurred up to the Effective Date of Termination.
- c. On expiry or termination of this agreement for any reason, DOQEX shall immediately deliver to the Customer, or destroy if requested by the Customer:
 - i. all materials and all copies of information and data provided by the Customer to DOQEX for the purposes of this Agreement. DOQEX shall certify to the Customer that it has not retained any copies of such materials or other information or data;
 - ii. any deliverables and all specifications, programs and other documentation comprised in the Services and in each case existing at the date of such termination, whether or not then complete;
 - iii. where requested by the Customer, DOQEX will provide a quotation to cover its reasonable costs for any continuation Services defined by the Customer, to ensure the organised and timely rundown and handover of the Services to the Customer or any replacement supplier.

- d. The Customer's obligations to pay taxes and any amounts past due shall survive any expiration or termination of this Agreement.

21. FORCE MAJEURE

- a. Neither Party will incur any liability to the other on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control of such Party (a "**Force Majeure Event**").
- b. A Force Majeure Event shall mean such events, occurrences or causes which include, without limitation, acts of God, strikes, lockouts, terrorism, riots, acts of war, internet and network failures, earthquakes and other natural disasters, fire and explosions. The foregoing shall not apply to Customer's payment and the mutual confidentiality obligations herein.
- c. If any Force Majeure Event prevents DOQEX from fulfilling its material obligations under the Agreement for a continuous period of more than 30 days or an aggregate period of more than 30 days in a three month period the Customer may terminate this agreement in accordance with clause 19.

22. NOTICES

- a. Notices under this Agreement shall be in writing and delivered via electronic mail, in person, by courier, or by registered mail to a Party at its addresses set forth in this agreement, or as amended by notice pursuant to this Section.
- b. If sent by email the following email addresses should be used:
 - i. DOQEX: finance@doqex.com or support@doqex.com
 - ii. The Customer: [add Customer's Senior Relationship Manager]

23. ASSIGNMENT.

- a. DOQEX may assign this Agreement by providing written notice to the Customer such that:
 - i. 30 (thirty) days notice of the assignment is provided; and
 - ii. the acquirer agrees in writing to be bound by this Agreement.
- b. Both parties accept that this Agreement shall bind the Parties and their permitted successors and assigns.

24. VARIATION

- a. No variation of this agreement shall be valid unless it is in writing signed by or on behalf of each of the parties to the Agreement, by express cross reference to this clause 23.
- b. The Customer and DOQEX shall each bear their own costs in relation to the preparation and negotiation of this Agreement.

25. SOCIAL AND GOVERNANCE

- a. The parties shall comply with their respective obligations as set out in Schedule 5 with regards to social and governance responsibilities.

26. THIRD PARTIES

- a. A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of this agreement. This clause 25 does not affect any right or remedy of any person which exists, or is available, other than under CRTPA.

27. APPLICABLE LAW

- a. These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

28. SIGNATURES / WITNESSES

Signed by the parties' authorised representatives as follows:

On behalf of **DOQEX Limited** by:(Authorised Signature)

Print Name:

Position:

Date:

On behalf of **the Customer** by:(Authorised Signature)

Print Name:

Position:

Date:

SCHEDULE 1

SERVICE SCHEDULE

Inception Date: **INCEPTION DATE**

Renewal Date: **RENEWAL DATE**

1. Production System – Dedicated DOQEX node in UK Data Centre ERI-1 (London)

2. DOQEX Enterprise Service – Branded DOQEX Portal and SecureEmail Gateway

Data Operations	DATA OPS LIMIT
File Sharing Portal	Unlimited Users and User Divisions
SecureEmail Gateway	Unlimited Users
Secure Project Spaces	Unlimited
DOQEX API	Unlimited
Data Loss Prevention	available. All Services
Support provided	2 nd and 3 rd line
Data and Service Residency	UK (London)

4. Domains and Brands.

Configured brands	CUSTOMER BRANDS
Configured domains:	CUSTOMER DOMAINS

5. Service Fees

12 Monthly Revenue Total	£PRICE
Invoiced Quarterly in advance	

6. Capital Costs: none

7. Optional Capital Costs: none

Professional services* £750 /day plus VAT



DOQEX SERVICE AGREEMENT

DATES

**Professional services are consumable in half-day blocks for any purpose. This includes, but is not limited to, implementation of new services, user training, administrator training, branding, development and API workshops. Half-day blocks are chargeable at 50% of the day rate.*

SCHEDULE 2

IT SECURITY SCHEDULE

For the purposes of this Schedule, the following additional definitions shall apply:

Incident: an event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data (including Customer Data), or of the Services offered or accessible by a network and information system.

Legal Security Requirements means:

- (a) the security of any Services which DOQEX provides in connection with this Agreement;
- (b) the security of any network and information systems which provide such Services;
- (b) the security of any Customer Data which is processed by any of the above-mentioned; and
- (c) any incident reporting or conformity assessment obligations related to any of the above-mentioned.

Mitigate: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Incident or Vulnerability in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety, provided these are approved by the Customer in writing in advance) and the terms Mitigated and Mitigation shall be construed accordingly.

Notifiable Incident: an Incident or Vulnerability that is notifiable in accordance with paragraph 5.2 below.

Vulnerability: a weakness, susceptibility or flaw of an ICT product or an ICT service that can be exploited.

1. Information Security General Requirements

- 1.1 DOQEX warrants that all information provided to the Customer in, or pursuant to, this Schedule 2 is true, up to date and accurate, and that it will update the Customer immediately in the event of any changes to such information.
- 1.2 DOQEX warrants and represents that it shall at all times, implement and maintain a demonstrable information security governance function or 'Information Security Management System' that:
 - 1.2.1 accords with Good Industry Practice;
 - 1.2.2 is supported by senior management and monitored to ensure effectiveness;

- 1.2.3 establishes information security objectives;
 - 1.2.4 operates a risk based approach to identifying information vulnerabilities and mitigating controls;
 - 1.2.5 establishes and maintains information security policies, standards and procedures that describe security requirements for internal and client/customer information;
 - 1.2.6 performs assurance activities to establish that security controls are adequately protecting data.
- 1.3 DOQEX warrants and represents that:
- 1.3.1 it and subcontractors employed in the provision of services has not suffered any Cyber Security Incidents or Notifiable Data Breach within the last 12 months; and
 - 1.3.2 it has not been subject to any regulatory or third party action, request, enforcement, litigation, claim, or dispute or complaint in connection with any Incident or Vulnerability within the last 12 months.
- 1.4 DOQEX shall implement, maintain, and comply with a written and documented information security program that includes appropriate policies, procedures, and risk assessments designed to ensure the confidentiality, integrity, and availability of its systems and any data processed. This program shall be reviewed periodically and whenever significant incidents or operational changes occur.
- 1.5 DOQEX shall allocate an appropriately qualified or experienced security point of contact to ensure that the Services are securely established and maintained throughout the term of the Agreement.
- 1.6 DOQEX will locate and provision the Service within the UK and will not send Customer Data or provision the Service outside of the UK unless agreed in advance with the Customer. For the avoidance of doubt, this excludes International Data Transfers described in Clause 15.h.
- 1.7 In addition to any requirements outlined in this Schedule, DOQEX must comply at all times with legislation, regulations and codes of conduct, standards, industry schemes and sanctions which apply to it which are in force from time in particular the provisions of (but not limited to):
- 1.7.1 Computer Misuse Act 1990 (or its successor); and
 - 1.7.2 Data Protection Laws and the provisions of Schedule 3 in relation to the Processing of all Personal Data.

1.8 DOQEX shall reasonably assist and cooperate with the Customer at the Customer's own cost in complying with Legal Security Requirements, including providing relevant compliance certifications or conformity assessment results upon request.

1.9 DOQEX shall assist, as requested by the Customer and at the Customer's own cost, with any disaster recovery, business continuity, cyber incident response, security awareness, or digital resilience activities involving its Services provided under this Agreement.

2. Information Lifecycle Management Security Requirements

2.1 DOQEX shall logically segregate (multi-tenancy) Customer Data (servers/applications/physical environment) from DOQEX's other client's data.

2.2 DOQEX shall only transfer Customer Data, when agreed by the Customer, via secure encrypted solutions that have been agreed with the Customer. Encryption solutions shall be compliant with all relevant agreements, laws, and regulations.

2.3 DOQEX shall take all reasonable steps to preserve the integrity of any Customer Data to prevent any corruption, compromise or loss of Customer Data.

2.4 DOQEX shall ensure that all Customer Data is encrypted (e.g. encrypted at rest).

2.5 DOQEX shall ensure that any technologies that have been used to process Customer Data in the delivery of the Services and are no longer required are securely sanitised or destroyed.

2.6 DOQEX shall develop, operate and maintain an air-gapped backup schedule for all systems that process Customer Data, based on the confidentiality and availability of the Information Processed.

2.7 DOQEX shall periodically test backups to ensure that Customer Data can be restored to an operationally acceptable level.

2.8 DOQEX shall ensure that backups are encrypted and securely transported.

2.9 DOQEX shall maintain a documented and auditable information retention procedure that ensures Customer Data is retained for no longer than necessary and is protected from unauthorised access or processing.

2.10 On termination or expiry of this Agreement for whatsoever reason, DOQEX shall:

- 2.10.1 ensure that it, and its personnel and subcontractors, can no longer access the network and information systems of the Customer (in so far as access was necessary for the purposes of this Agreement), unless such access is strictly required for any transitional assistance required by the Customer and subject to the Customer's written consent; and
- 2.10.2 make available to port, all exportable data and digital assets of the Customer to either the Customer or its designated third party's ICT infrastructure and delete after such porting or as otherwise instructed by the Customer.
- 2.11 DOQEX will vet the relevant personnel (whether of DOQEX itself or any of its approved Sub-Contractors), including conducting appropriate background and reference checks, with a view to establishing that such personnel have received adequate cybersecurity training, experience and qualifications sufficient for its engagement on the Services, and to meet DOQEX's security obligations under this Schedule.
- 2.12 DOQEX shall maintain and keep up to date a register of all subcontractors and personnel engaged in the delivery of Services, including points of contact, and the level of access rights granted.

3. Network Security Requirements

- 3.1 DOQEX shall ensure that adequate network security controls are implemented and maintained, by utilising and maintaining appropriate technologies that are designed to:
 - 3.1.1 prevent unauthorised access to DOQEX and Customer data and systems by prohibiting all access by default and explicitly allowing authorised access; and
 - 3.1.2 appropriately limit access to Customer Data processed by DOQEX systems.
- 3.2 DOQEX shall ensure that anti-malware and firewall protection systems are implemented in relation to both internal and external traffic and ensure that:
 - 3.2.1 firewall platforms are hardened;
 - 3.2.2 penetration tests of firewall protected network connections are conducted by trained CREST/CHECK accredited external personnel;
 - 3.2.3 firewalls have real-time logging and alerting capabilities;
 - 3.2.4 intrusion detection and prevention systems are implemented where Internet connections exist; and

- 3.2.5 access lists are implemented on network routers to restrict access to Confidential Information on internal networks or servers.
- 3.3 DOQEX shall ensure that remote support access is controlled via a secure gateway that implements the following controls:
 - 3.3.1 Multi-factor authentication must be enforced and required for every verification;
 - 3.3.2 access via a secure gateway (e.g. a firewall or VPN);
 - 3.3.3 remote support accounts only enabled for the duration of troubleshooting activity; and
 - 3.3.4 all troubleshooting activity is logged and reviewed.
- 3.4 DOQEX shall ensure that utility programs capable of overriding system and application controls shall be restricted and tightly controlled.
- 3.5 DOQEX shall ensure that technologies used by DOQEX to deliver the Services utilise anti-malware software which accords with good industry practice and that is updated with the latest virus definitions.
- 3.6 DOQEX will ensure that:
 - 3.6.1 all IT administrative accounts are limited to DOQEX personnel with a justifiable role or business requirement to have one and have Multi-Factor Authentication enabled and enforced; and
 - 3.6.2 all Supplier Personnel logins have Multi-Factor Authentication enabled and enforced where reasonably possible.
- 3.7 DOQEX shall ensure that regular (annually as a minimum) penetration testing conducted by an independent CREST/CHECK accredited external organisation exists as part of a vulnerability strategy. At Customer request DOQEX shall:
 - 3.7.1 provide evidence to the Customer that penetration testing has been carried out;
 - 3.7.2 notify the Customer of the results of testing, including providing a summary to the Customer of any 'critical' pen test findings;
 - 3.7.3 create a remediation plan ("**PEN Test Remediation Plan**") ensuring that DOQEX takes action on the recommendations following the penetration testing in timescales commensurate with the associated risks;

- 3.7.4 provide a statement to the Customer as to the timescales within which the remediation activities in the PEN Test Rectification Plan will be implemented by DOQEX; and
 - 3.7.5 shall provide regular updates to the Customer on its progress against the PEN Test Remediation Plan (the frequency and manner of which to be agreed by the Parties).
- 3.8 If DOQEX fails to implement the PEN Test Remediation Plan at all or to complete any or all remediation activities within the timescales set out in the PEN Test Remediation Plan or DOQEX becomes aware such a failure is likely to occur, this shall be deemed a material breach of this Agreement which is capable of remedy, and the Customer may terminate this Agreement in accordance with Clause 19(a)(i).
- 3.9 DOQEX shall ensure that all passwords or passphrases used by DOQEX personnel are a minimum of 12 characters in length, preferably using three random words. Passwords shall not be subject to mandatory periodic changes unless there is evidence of compromise. DOQEX shall implement controls to prevent the use of previously used, commonly used or known-compromised passwords, in line with recognised industry standards, including NIST SP 800-63B and NCSC guidance.
- 4. Technical Vulnerability Management Responsibilities**
 - 4.1 DOQEX shall, at their own cost, perform regular vulnerability scans (at least quarterly) on all of DOQEX's IP addresses (internal / external) that process Customer Data.
 - 4.2 DOQEX, at their own cost, shall arrange for independent annual security penetration testing on internet facing services, relating to the Services.
 - 4.3 Web applications, relating to the Services, shall be tested against OWASP criteria (<https://www.owasp.org/>) to ensure that they are not vulnerable to the OWASP top ten risks as a minimum requirement.
 - 4.4 DOQEX shall establish processes to keep up to date with emerging security threats and vulnerabilities and ensure that relevant security controls are implemented to maintain compliance with the requirements of this schedule.
 - 4.5 DOQEX shall design and schedule technical vulnerability testing so as to minimise the impact on the delivery of the Services to the Customer.
 - 4.6 DOQEX shall operate an appropriate patch management process for systems that:
 - 4.6.1 is part of a managed and authorised change control process;

- 4.6.2 identifies patches for technologies involved in the delivery of Services;
 - 4.6.3 ensures only suitably experienced and authorised Supplier Personnel can test and deploy patches;
 - 4.6.4 ensures patches are tested prior to release to identify any issues; and
 - 4.6.5 plans a rollback strategy prior to patch deployments.
- 4.7 DOQEX shall ensure any software, hardware and firmware are kept up to date and not outside of manufacturer support.

5. Incident and Compliance Failure Requirements

- 5.1 DOQEX shall at all times and in accordance with Good Industry Practice, maintain and operate a security incident response procedure that ensures that incidents impacting or having the potential to impact Customer Data are adequately managed, which as a minimum shall:
- 5.1.1 enable DOQEX to proactively detect, prioritise and manage Incidents and Vulnerabilities, on a continuous basis, sufficient to meet its obligations under this Schedule;
 - 5.1.2 Mitigate against Incidents, Vulnerabilities and Notifiable Incidents;
- 5.2 Without prejudice to its obligations in clause 15 and Schedule 3 (Data Protection), if DOQEX becomes or is made aware of any breach of data privacy or security requirements, including where such breach impacts or has the potential to impact Customer Data, or of unauthorised access to the Customer Data or associated systems, operational disruption to, or an impact on the security of, DOQEX or the Customer or of any Vulnerability contained any Services provided in connection with this Agreement, DOQEX shall:
- 5.2.1 without undue delay and, in any event, within 24 hours report the Incident to the Customer by emailing information.security@york.gov.uk and shall include in the notification as a minimum, a description of the Incident or Vulnerability and what Customer Data is affected, if any, and the measures being taken to address the Incident or Vulnerability;
 - 5.2.2 promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether an Incident or Vulnerability qualifies as a Notifiable Incident and shall provide a copy of this initial assessment along with the notification to be provided in accordance with paragraph 5.2.1 above or on the Customer's request;

- 5.2.3 if it is determined to be a Notifiable Incident, invoke its major incident and crisis management processes including reporting to the ICO within 72 hours and reporting to the Customer as soon as possible and no later than its reporting to the ICO;
 - 5.2.4 preserve evidence and take immediate remedial action to secure Customer Data and associated systems;
 - 5.2.5 identify the cause of the incident to prevent reoccurrences of the same or similar breach and provide the Customer with evidence of such remedial action;
 - 5.2.6 provide any assistance reasonably requested by the Customer in relation to this paragraph 5;
 - 5.2.7 not inform any Third Party, except as may be strictly required by applicable law, without first obtaining Customer's prior written consent.
- 5.3 DOQEX shall respond, without undue delay to all reasonable queries and requests for information from the Customer about any actual or suspected Incident or Vulnerability, whether discovered by DOQEX or the Customer, with due consideration of any reporting obligations the Customer may have under any Legal Security Requirements.

SCHEDULE 3**DATA PROCESSING**

This Schedule specifies the nature and purpose of the processing carried out by the Supplier on behalf of the Customer in the context of providing the Data Security Services.

1. Subject Matter and Duration of the Processing

The subject matter of the Processing is the Customer Data, including Personal Data, shared or transferred by the Customer or its Users through the Service. The Processing will continue for the duration of the Subscription Period set out in the Agreement.

2. Nature and Purpose of the Processing

The purpose of the Processing is to enable the Supplier to provide Services to the Customer and its Users, and to comply with the Customer's security policies and instructions.

The nature of the Processing includes, but is not limited to, the following activities:

2.1. Processing and delivering email: Routing and handling of electronic mail communications sent via the Service.

2.2. Encryption and Decryption: Applying encryption to, and facilitating the subsequent decryption of, sensitive data, files, and email content.

2.3. Modification of Content: Applying security wrappers, digital watermarking (viewing data with or without watermarks), and classification labels to content and attachments as required by Customer policy.

2.4. Access Control: Suspending, restricting, or revoking access to data based on Customer or User instructions (e.g., email recall functionality).

2.5. Data Lifecycle Management: Deleting expired data, encrypted packages, keys and associated metadata in line with the Customer's defined retention and expiry policies.

2.6. Transfer Facilitation: Providing on-line workspaces, secure download links and otherwise facilitating file transfers for Users and recipients.

2.7. Audit and Activity Logging: Recording and logging service metadata including but not limited to Filenames, MIME types, AIP classifications, Email subject lines, timestamps, sender/recipient fields, IP addresses, browser agent signatures and audit logs of service access and security actions.

3. Types of Personal Data Processed.

The types of Personal Data Processed may include:

3.1. Personal Contact Information: Names, email addresses, and phone numbers of the Customer's Users and their external recipients/contacts.

3.2. Sensitive Data and Special Categories of Personal Data: Any content that the Customer or its Users choose to send via the secure Service, including:

- 3.2.1.** Financial Information (e.g., account details, payment records).
- 3.2.2.** Medical Data (e.g., health status, treatment information, protected health information).
- 3.2.3.** Sensitive Personal Data (e.g. NI numbers, Date of Birth, home addresses).
- 3.2.4.** Commercial Confidential Data (e.g., trade secrets, designs, sensitive legal advice, intellectual property).

3.3. Categories of Data Subjects

The Data Subjects may include:

- 3.3.1.** The Customer's current and former employees and contractors (Users).
- 3.3.2.** External recipients (third-party individuals) receiving or initiating communication with the Customer's Users.
- 3.3.3.** Individuals whose Personal Data is contained within the files or communications secured by the Service.

SCHEDULE 4**BUSINESS CONTINUITY**

For the purposes of this Schedule 4, the following definition shall also apply:

BCDR Plan: DOQEX's business continuity and disaster recovery plan for the supply of Services, including DOQEX's personnel, DOQEX premises and any facilities used in the provision of the Services, designed to minimise the impact of any unplanned interruption or event on DOQEX's ability to supply the Services, in whole or in part, in accordance with the terms of this Agreement.

(a) Business continuity system

- a. DOQEX shall maintain a robust business continuity resilience management system which as a minimum, addresses the following requirements:
 - i. certificated to ISO27001:2022;
 - ii. is underpinned by the BCDR Plan,
 - iii. details the purpose, scope and principles of the business continuity management system, and which is reviewed at a minimum annually by executive committee, to ensure its procedures are accurate, effective and appropriate for minimising any disruption to the supply of Services;
 - iv. systematic, practiced response to unplanned incidents and catastrophic events, equipping DOQEX to continue (or quickly recover) business operations; and
 - v. maintain arrangements to ensure continuity of Services in the event of disruption, which may include remote working capabilities, alternative premises, or other appropriate measures to meet agreed service levels.
- b. Without prejudice to the generality of the obligations at paragraph 1.1 of this Schedule 4:
 - i. DOQEX shall maintain, update and test the BCDR Plan in accordance with good industry practice and the requirements of this Schedule 4 and shall ensure that it is able to implement the provisions of the BCDR Plan at any time in accordance with its terms.
 - ii. The BCDR Plan shall include as a minimum:

1. details of how DOQEX will identify failures and disruptions to the supply of Services;
 2. invocation rules and procedures;
 3. details of how DOQEX will execute the BCDR Plan, including alternative business processes, options and responsibilities;
 4. details as to how the invocation of any element of the BCDR Plan may impact on the supply of the Services and a full analysis of the risks to the operation of the Agreement;
 5. the rules and procedures for data storage, back-up, availability and verification;
 6. a communication strategy;
 7. key contact details, including roles and responsibilities; and
 8. procedures for reverting to normal service and steps to address any prevailing effects of the failure or disruption to the supply of the Services.
- iii. Subject to paragraph 1.3 below, a redacted copy of DOQEX's current BCDR Plan shall be made available to the Customer on request;
- iv. the BCDR Plan shall be tested on a regular basis and in any event, no less frequently than annually to ensure that DOQEX is able to implement the provisions of the BCDR Plan at any time in accordance with its terms;
- (b) Upon discovery of an event or occurrence which would or might reasonably be anticipated to adversely impact on the continuity of the provision of the Services (or any element of the Services):
- a. DOQEX shall report to the Customer's Senior Relationship Manager (as such other person as may be notified by the Customer from time to time), the details of the same, the extent of any damage and effects on the provision of the Services immediately known to DOQEX, the extent of any damage and effects on the provision of the Services likely to occur and all steps DOQEX has carried out, is currently carrying out and is planning to carry out to alleviate the effects of the same to ensure continuity of Services; and

- b. without prejudice to the generality of the obligations at paragraph 1 of this Schedule 4, DOQEX shall immediately implement the BCDR Plan and/ or take such other reasonable steps to ensure continuity of provision of the Services in accordance with this Agreement.
- (c) For the avoidance of doubt, the terms and conditions of this Agreement shall continue to apply notwithstanding the implementation of the BCDR Plan.

SCHEDULE 5**SOCIAL AND GOVERNANCE SCHEDULE****1. DEFINITIONS**

1.1 In this Schedule 5, the following terms shall have the meaning set out below:

- 1.1.1 **Human Rights:** any and all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work.
- 1.1.2 **International Bill of Human Rights:** the Universal Declaration of Human Rights, International Covenant on Civil and Political Rights, and International Covenant on Economic, Social and Cultural Rights.
- 1.1.3 **Sanctions:** any and all economic and other sanctions, money laundering and terrorist financing regulations made under the Sanctions and Anti Money Laundering Act 2018.

2. ANTI-CORRUPTION, MODERN SLAVERY ACT AND ANTI-FACILITATION OF TAX EVASION**Anti Corruption**

- 2.1 DOQEX shall and shall procure that any persons associated with DOQEX and other persons who are performing Services on its behalf in connection with this Agreement shall:
- 2.1.1 comply with all applicable laws, statutes, regulations, directives and codes relating to anti-bribery and anti-corruption ("**Relevant ABC Requirements**"), including, but not limited to, the Bribery Act 2010, the Foreign Corrupt Practices Act 1977;
 - 2.1.2 not do, or omit to do, any act that will cause or lead the Customer or a member of the Customer's Group to be in breach of any of the Relevant ABC Requirements;
 - 2.1.3 promptly report to the Customer, to the extent permitted by law, any request or demand for any undue financial or other advantage of any kind received by DOQEX in connection with the performance of this Agreement;
 - 2.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant ABC Requirements, and will enforce them where appropriate.

2.2 DOQEX warrants and represents that:

2.2.1 neither DOQEX nor any of its officers, employees or, having made reasonable enquiries, so far as it is aware, other persons associated with it in connection with this Agreement:

2.2.1.1 has been convicted of any offence involving bribery, corruption, fraud or dishonesty;

2.2.1.2 having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant ABC Requirements; or

2.2.1.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;

2.2.2 having made reasonable enquiries, so far as it is aware, none of the officers or employees of DOQEX or any persons associated with DOQEX or any other person who is performing services on behalf of DOQEX in connection with this Agreement is a public official; and

2.2.3 no public official owns a direct or indirect interest in DOQEX or, having made reasonable enquiries, so far as it is aware, any persons associated with DOQEX or any other person for whom DOQEX is responsible under paragraph 2.2.2 and no public official has any legal or beneficial interest in any payments made under this Agreement.

2.3 DOQEX shall promptly notify the Customer if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in paragraph 2.2 at the relevant time.

2.4 For the purpose of paragraphs 2.1 to 2.3:

2.4.1 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively and, for the purpose of paragraphs 2.1 to 2.3, a person associated with DOQEX includes, but is not limited to, any Subcontractor; and

2.4.2 public official means:

2.4.2.1 an officer or employee of a government or any department, agency or instrumentality thereof;

- 2.4.2.2 anyone who holds a legislative, administrative or judicial position of any kind except that of Parish Councillor in the UK, whether appointed or elected;
- 2.4.2.3 anyone who exercises a public function for or on behalf of a country or territory (or any subdivision of the same) or for any public agency or public enterprise of a country or territory (or any subdivision of the same);
- 2.4.2.4 an officer, agent or employee of a public international organisation (meaning an organisation whose members are countries or territories, governments of countries or territories, other public international organisations, or a mixture of any of the above);
- 2.4.2.5 any person acting in an official capacity for or on behalf of any government (or any department, agency or instrumentality thereof) or any public international organisation;
- 2.4.2.6 an employee of a company or other business entity in which a governmental body has an ownership interest and / or over which such governmental body may, directly or indirectly, exercise a dominant influence; or
- 2.4.2.7 a political party or a member of a political party or a candidate for political office.

Modern Slavery

- 2.5 DOQEX represents and warrants that neither DOQEX nor any of its officers, employees, agents or subcontractors has:
 - 2.5.1 committed an offence under the Modern Slavery Act 2015; or
 - 2.5.2 been notified that it is subject to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015; or
 - 2.5.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015.
- 2.6 DOQEX shall comply with the Modern Slavery Act 2015.

Anti-facilitation of Tax Evasion

- 2.7 DOQEX shall during the term of this Agreement:
 - 2.7.1 not engage in any activity, practice or conduct which would constitute either:

2.7.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

2.7.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

2.7.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with paragraph 2.7.1;

2.7.3 notify the Customer in writing if it becomes aware of any breach of paragraphs 2.7.1 to 2.7.2 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.

2.8 For the purposes of paragraph 2.7.2, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

3. HUMAN RIGHTS

3.1 In performing its obligations under this Agreement, DOQEX shall:

3.1.1 comply with all Laws relating to Human Rights from time to time in force;

3.1.2 respect Human Rights, meaning that it shall:

3.1.2.1 identify, prevent and mitigate any potential or actual adverse Human Rights impact resulting from its activities or through its relationships with subcontractors, suppliers or other third parties; and

3.1.2.2 remediate any actual adverse Human Rights impacts which it causes or to which it contributes as soon as is practicable.

3.2 DOQEX shall notify the Customer immediately on becoming aware of any potential or actual adverse Human Rights impacts resulting from its activities or its relationships with any Subcontractors or Third Parties.

4. SANCTIONS COMPLIANCE

4.1 In performing its obligations under this Agreement, DOQEX shall comply with all Sanctions from time to time in force.

5. ADDITIONAL SUPPLIER OBLIGATIONS

- 5.1 DOQEX shall and shall procure that any persons associated with DOQEX and other persons who are performing Services on its behalf in connection with this Agreement shall within two months of the date of this Agreement, and annually thereafter, certify to the Customer in writing (signed by an officer of DOQEX) compliance by DOQEX with this Schedule 5, and any persons associated with DOQEX who are performing services on its behalf in connection with this Agreement. DOQEX shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 5.2 DOQEX shall and shall procure that any persons associated with DOQEX or other persons who are performing services on its behalf in connection with this Agreement shall keep accurate books, records, invoices and accompanying documentation available for inspection by the Customer, its auditors or relevant investigating authorities for compliance with the obligations in this Schedule 5.
- 5.3 Breach of any of the obligations in this Schedule 5 shall give the Customer the right to terminate this Agreement immediately upon written notice by reason of DOQEX's irremediable breach pursuant to clause 19(a)(i) (Termination).
- 5.4 The Customer shall be entitled to terminate this Agreement immediately upon written notice to DOQEX by reason of DOQEX's irremediable breach pursuant to clause 19(a)(i) (Termination) if the Customer has a good faith belief that DOQEX or any persons associated with DOQEX has breached, or will breach, any of the obligations in this Schedule 5.
- 5.5 Regardless of any other provision in this Agreement, neither the Customer nor DOQEX shall be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of any of the obligations in this Schedule 5.
- 5.6 DOQEX shall notify the Customer in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or Subcontractors have, breached or potentially breached any of the obligations in this Schedule 5.
- 5.7 DOQEX shall ensure that it has in place (and DOQEX personnel are aware of) appropriate policies and procedures whereby DOQEX personnel can report any malpractice or wrongdoing or other adverse events occurring in connection with the provision of the Services.