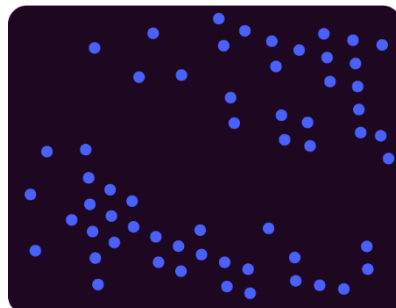
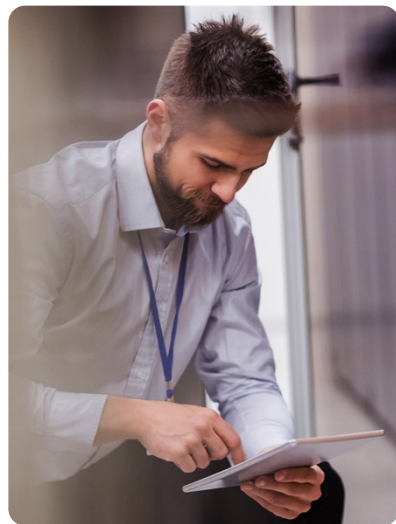


General Terms and Conditions



Document control

Document title	General Terms and Conditions
Version	2.8
Date	30/09/2025

Author

Name	Position
Phil Marlow	Director of Business Operations

Contributors

Name	Position
Phil Marlow	Director of Business Operations

Revision history

Version	Description of change	Modified by	Date of issue
2.1	-	Commercial & Operations Director	January 2017
2.2	-	Commercial & Operations Director	June 2018
2.3	New ITGL branding Inclusion of references to Cisco Cloud Services	Commercial & Operations Director	August 2018
2.4	-	Co-CEO	March 2023
2.4	Transfer to new format	Joe Russell	June 2023
2.5	Updated branding	Joe Russell	April 2024
2.6	Updated branding	Joe Russell	03/07/2024
2.7	Update to replace references to Glyn Taylor with Phil Marlow	Joe Russell	04/12/2024

Version	Description of change	Modified by	Date of issue
2.8	Update to consolidate ISN terms and reflect corporate change of name	Boyes Turner LLP	30/09/2024

Contents

Clause 1 – Definitions & interpretation.....1

Clause 2 – Effective date4

Clause 3 – Duration.....4

Clause 4 – Provision and receipt of service5

Clause 5 – Delivery and acceptance5

Clause 6 – Risk and ownership7

Clause 7 – Use of the service8

Clause 8 – Charges9

Clause 9 – Conscia equipment and Conscia provided equipment11

Clause 10 – Access and site regulations11

Clause 11 – Connection of client equipment to the service12

Clause 12 – Intellectual property12

Clause 13 – Intellectual property indemnities13

Clause 14 – Limitation of liability14

Clause 15 – Confidentiality.....15

Clause 16 – Publicity15

Clause 17 – Force Majeure16

Clause 18 – Dispute resolution16

Clause 19 – Termination17

Clause 20 – Export control.....19

Clause 21 – Notices19

Clause 22 – Assignment20

Clause 23 – Non-solicitation20

Clause 24 – Changes to this contract.....20

Clause 25 – Data protection21

Clause 26 – Anti-bribery and anti-corruption.....21

Clause 27 – Anti-facilitation of tax evasion22

Clause 28 – Modern slavery.....22

Clause 29 – Miscellaneous provisions22

Clause 30 – Governing law and jurisdiction23

Clause 1 – Definitions & interpretation

In this Contract the following definitions apply:

“Acceptance”	has the meaning given to it in Clause 5.6.
“Affiliate”	means in relation to a Party (i) any entity under the control of such Party; and (ii) any entity controlling such Party; and (iii) any other entity under the control of a controlling entity under paragraph (ii).
“Application Software”	means software that is designed to accomplish a specific processing task.
“Business Day”	means (unless stated in the relevant Service Schedule) Mondays through Fridays, inclusive, but does not include national, public, or bank holidays in the country or locality in England. If the day on or by which anything falls to be done is not a Business Day, that thing must be done on or by the next Business Day.
“Charges”	means the fees payable for Service(s) under this Contract including as further defined in any quotation accepted by the Client and/or any Statement of Work and/or any Service Schedule.
“Client”	means the relevant Client entity named on the Order Acknowledgment Form as the case may be. Conscia may accept instructions from a person who Conscia reasonably believes is acting with the Client’s authority or knowledge.
“Client Equipment”	means equipment (including Software embedded in or run on such equipment), other than Conscia Equipment, used by the Client, in connection with the Services.
“Cloud Service Provider”	means Cisco Systems Inc, or its affiliate.
“Cloud Services”	means cloud services provided by the Cloud Service Provider.
“Confidential Information”	means all documentation, technical information, Software, data, business information or other materials of a confidential nature which relates to either a Party’s research and development, trade secrets or business affairs or which is marked as confidential or are disclosed in confidence by either Party to the other in connection with this Contract.

“Conscia”	means the trading name of Conscia Group UK Limited, whose registered office is at Trafalgar House, 223 Southampton Road, Portsmouth, PO6 4PY. Registration No. [07902312].
“Conscia Equipment”	means equipment (including any Software) owned or licensed by Conscia and placed on the Client’s premises by Conscia for provision of the Service.
“Conscia Provided Equipment”	means equipment sold to the Client (including Software licensed to the Client) pursuant to the Service Schedule agreed under the Contract.
“Contract”	means these Terms & Conditions, any applicable Service Schedules and the Order Acknowledgment Form.
“Data Protection Agreement”	means Conscia’s standard data processing agreement relating to the Services.
“Data Protection Legislation”	means all applicable law or regulation relating to the processing, privacy, and/or use of personal data (as defined in the GDPR), as applicable to either party or the Services, including: (i) the General Data Protection Regulation, Regulation (EU) 2016/679 , as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) (“ GDPR ”) ; (ii) the Data Protection Act 2018; and (iii) any laws which supplement, replace, extend, re-enact, consolidate or amend any of the foregoing; and (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body of relevant jurisdiction;
“Delivery”	has the meaning given to it in Clause 5.1.
“Dispute”	means any disagreement, conflict or claims arising out of or in connection with this Contract or its validity.
“Force Majeure Event”	has the meaning given to it in Clause 17, Force Majeure.
“Installation”	has the meaning given to it in Clause 5.6.
“Mark(s)”	means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

“Minimum Period of Service”	means the minimum duration for each Service or each component of the Service as defined in the relevant Service Schedule or Statement of Work and calculated from the Operational Service Date of the last Site becoming operational as notified by Conscia, continuing thereafter in accordance with Clause 3 these Terms & Conditions.
“Monthly Average Rate”	means the arithmetic mean of the closing spot rates for a given month. The closing spot rate means the world markets Company Closing Spot Rate taken from Reuters at 4pm GMT, as published in the Financial Times in London the following day.
“Operating Software”	means software responsible for the management and coordination of processing activities and the sharing of resources in relation to the device upon which it is installed.
“Operational Service Date”	means the date on which any Service or part of a Service is first made available to the Client by Conscia or the date when the Client first starts to use such Service (or part of the Service), whichever date is earlier.
“Party”	means either Conscia or the Client; “Parties” means both Conscia and the Client.
“Renewal Period”	has the meaning given to it in Clause 3.
“Service”	means each service to be provided under this Contract, including any Conscia Provided Equipment and Software and related support, in each case as described in the agreed Statement of Work and/or any relevant Service Schedule(s).
“Service Level Agreement”	means the document attached either to this Contract or to a Service Schedule defining the service levels applicable to that Service.
“Service Schedule”	means a schedule which describes the Service to be provided to the Client, any commitments to purchase the Service and any specific rates, terms and conditions for the provision of that Service to the Client. Service Schedules may be added or revised from time to time by mutual agreement of the Parties and in accordance with the terms of this Contract.
“Site”	means the place at which Conscia agrees to provide Service.

“Software”	has the meaning given to it in Clause 12, Intellectual Property.
“Software Provider”	means the third party that makes the Software commercially available.
“Statement of Work”	means a form issued by Conscia to the Client showing Service(s) ordered by the Client.
“Terms & Conditions”	means Conscia’s General Terms and Conditions as set out in the remaining Clauses inclusive of this document.
“User”	means anyone who is properly permitted by the Client to use or access the Service purchased by the Client.

In this Contract headings and bold type are for convenience only and do not affect the interpretation of this Contract and, unless the context otherwise requires:

- a) references to the Parties and Clauses are references respectively to the Parties and Clauses to and of this Contract;
- b) words importing the singular include the plural and vice-versa;
- c) any Statement of Work, Service Schedule and/or Service Level Agreement will have effect as if set out in this Contract.
- d) in the event of any conflict or inconsistency in this Contract, the order of precedence shall be: (i) the Statement of Work (ii) any applicable Services Schedules and (iii) these Terms & Conditions.

Clause 2 – Effective date

This Contract is effective on the date the Client signs the Statement of Work or Conscia begins to deliver the Services, whichever is earlier, and shall continue for the Minimum Period of Service and thereafter until terminated in accordance with its terms.

Clause 3 – Duration

Where applicable, each Service or part of a Service shall have a Minimum Period of Service calculated from the Operational Service Date. Unless otherwise agreed, each Service shall continue after the relevant Minimum Period of Service in full force and effect for successive twelve (12) month periods (each a “Renewal Period”) unless or until terminated by either Party in accordance with Clause 19 of these Terms & Conditions. Unless otherwise agreed by the Parties in writing, such renewal shall be subject to the version of these Terms & Conditions and the Conscia’s standard charges for those Services current as at the date of renewal.

Clause 4 – Provision and receipt of service

- 4.1. Conscia agrees to provide the Client with the Service from the Operational Service Date.
- 4.2. Conscia will repair faults in the Service in accordance with the applicable Service Schedule.
- 4.3. Conscia may occasionally:
 - a) suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network; or
 - b) for operational reasons, change the technical specification of the Service, provided that any such change does not materially decrease or impair performance of the Service, and will use reasonable endeavours to give the Client as much notice of such suspension or change as reasonably practicable,
- 4.4. The Client shall:
 - a) pay the Charges in accordance with this Contract;
 - b) comply with Conscia's reasonable requests which are necessary for reasons of health, security, safety or the quality and/or performance of any Service provided to the Client;
 - c) provide access to the Client's facilities and resources as described in Clause 10;
 - d) promptly take delivery of the Services, as described in Clause 5;
 - e) procure that the premises at which Services are delivered comply with the applicable obligations under this Contract and shall at all times comply with its duties under the Health and Safety at Work Act 1974;
 - f) be liable for and fully and promptly indemnify any and all costs, losses, claims, demands, damages, expenses and proceedings arising from any failure by it to provide Conscia with accurate and complete details of and information about its existing systems, software and hardware.
 - g) comply with all relevant terms and conditions applicable to the Services, including as described in Clauses 4.4, 12 and 13.
- 4.5. Cloud Services: Client acknowledges that Conscia provides Cloud Services as a reseller for the Cloud Service Provider. Accordingly, the Cloud Service Provider's terms and conditions will apply to any such service. Client acknowledges that Conscia shall not be liable for any deficiency or loss related to or in connection with the provision of Cloud Services.
- 4.6. The successful and timely provision of the Services by Conscia is dependent upon the Client's prompt performance of all of its obligations under this Contract. Unless expressly stated, time shall not be of the essence in the provision of the Services by Conscia.

Clause 5 – Delivery and acceptance

- 5.1. If the Service includes:
 - a) Conscia Provided Equipment, Conscia or its supplier will deliver the Conscia Provided Equipment either by hand or using a courier service, to the UK address shown on the Statement of Work ("Delivery"). The Client may also, subject to prior written agreement,

collect Conscia Provided Equipment from Conscia's premises (or such other agreed place), in which case Delivery shall be deemed to occur upon collection. To the extent that it is able to do so, Conscia shall transfer the benefit of any manufacturer's warranty relating to the Conscia Provided Equipment to the Client;

- b) Software, Conscia or its supplier will deliver the Software as agreed between the Parties and Conscia will grant licences in accordance with Clause 12.
- 5.2. Conscia will use reasonable endeavours to deliver the Services by any date agreed with the Client, but all dates are estimates and Conscia has no liability for any failure to meet any such date (unless otherwise agreed in writing).
- 5.3. On Delivery, the Client will sign for the Conscia Provided Equipment and notify Conscia if:
- a) the quantity of Conscia Provided Equipment Delivered is different to the quantity shown on the delivery note; and/or
 - b) there is any damage to the Conscia Provided Equipment or its packaging.
- 5.4. The Client must notify Conscia in writing of any damage to any of the Conscia Provided Equipment (other than damage caused by any act or omission by the Client, the repair of which shall be at additional charge), or any other discrepancy in the Conscia Provided Equipment within five (5) Business Days from the date of Delivery. Such notification should include model and part numbers of affected Conscia Provided Equipment and the identity of any affected Software (as appropriate). Where the Client benefits from a manufacturer's warranty in respect of the Conscia Provided Equipment, it shall, in the first instance seek to claim under that warranty in respect of any defects. Subject to any guarantee or warranty provided with the Conscia Provided Equipment and notified to the Client in writing, Conscia shall have no further liability to the Client regarding repair or replacement of the Conscia Provided Equipment where:
- a) the Client has not notified Conscia as set out in this Clause 5.4;
 - b) makes any further use of such Conscia Provided Equipment after giving notice of defects as set out in this Clause 5.4;
 - c) the defect arises as a result of Conscia following any drawing, design supplied by the Client;
 - d) the Client alters or repairs such Conscia Provided Equipment without Conscia's written consent;
 - e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - f) the Conscia Provided Equipment differs from its description as a result of changes made to ensure compliance with applicable law and regulation.
- 5.5. The Client shall follow Conscia's reasonable instructions when returning Conscia Provided Equipment that it has notified to Conscia as damaged or subject of a discrepancy in accordance with Clause 5.4. The Client will ensure that Conscia Provided Equipment is returned in "as new condition" (save where the Conscia Provided Equipment was Delivered in a damaged condition), in its original packaging and that the seal is not broken for any software, unless otherwise agreed by Conscia in writing or unless the software is faulty. Conscia may at

its option either reject any returns that are not in accordance with its instructions or that are incomplete, or charge a restocking fee. Conscia will raise a credit note for all returns unless rejected in accordance with this Clause 5.5.

- 5.6. Where the Client requires installation of the Conscia Provided Equipment or Software and this is specified in the Contract (“Installation”), then, following Delivery, an installation process will apply. Conscia will test the Conscia Provided Equipment and/or Software to ensure that it is ready for use and acceptance by the Client (“Acceptance”) will be deemed to take place on the earlier of:
- a) the date when Conscia notifies the Client that the Installation is complete and the Conscia Provided Equipment and/or Software is ready for use; or
 - b) the date when the Client begins to use the Conscia Provided Equipment and/or Software; or
 - c) ten (10) Business Days from the initial agreed date of Delivery or Installation where the Client delays Installation or re-schedules Delivery for more than ten (10) Business Days after the initial agreed date.
- 5.7. Acceptance will not be prevented by minor faults that do not impair the Client’s use of the Services, but the Parties shall discuss any issues arising and remedial action required, and Conscia will fix any minor faults within a reasonable time.
- 5.8. If the Client delays or prevents Delivery or Installation, Conscia may apply reasonable additional charges for any costs that it incurs. If any additional charges are payable, Conscia will inform the Client in writing, and the Client shall indemnify Conscia in respect of those charges.
- 5.9. Conscia’s sole liability for incomplete or damaged Conscia Provided Equipment on Delivery will be to replace the Conscia Provided Equipment at its own expense.
- 5.10. For the avoidance of doubt, unless requested to do so by the Client as chargeable options, the Service excludes installation and maintenance of the Conscia Provided Equipment or Software.
- 5.11. Conscia may make Delivery of Conscia Provided Equipment in instalments, which shall be invoiced and paid for separately. The Client may not cancel an instalment because of any delay in Delivery or defect in another instalment.
- 5.12. Without prejudice to any other right or remedy that it may have, if 20 Business Days after the day on which Conscia attempted to make Delivery the Client has not taken Delivery, Conscia may resell or otherwise dispose of part or all of the relevant Conscia Provided Equipment and, after deducting reasonable storage and selling costs, and charge the Customer for any shortfall below the price of the Conscia Provided Equipment.

Clause 6 – Risk and ownership

- 6.1. Risk in all Conscia Provided Equipment and in any tangible media on which Software are delivered shall pass to the Client upon Delivery, but the Client will not be liable for any loss or damage present at Delivery to the extent that it is caused by Conscia’s negligence.

- 6.2. Title and property in all Conscia Provided Equipment, including full legal and beneficial ownership (but excluding intellectual property rights in any Software), shall pass to the Client upon receipt by Conscia of payment of the Charges in full in cleared funds in accordance with the terms of this Contract.
- 6.3. Until title and property in the Conscia Provided Equipment have passed to the Client, the Client shall:
- a) store them separately from all other goods held by the Customer so that they remain readily identifiable as Conscia's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to them;
 - c) maintain them in satisfactory condition and keep it insured against all risks for its full price from Delivery;
- and, in the event of threatened seizure of the Conscia Provided Equipment, or if any of the events listed in Clause 19.7 below apply to the Client, the Client will immediately notify Conscia and Conscia may take action to repossess the Conscia Provided Equipment and the Client irrevocably licences Conscia to enter its premises for this purpose. The Client will also notify interested third parties of Conscia's ownership of the Conscia Provided Equipment.
- 6.4. Upon payment in full of the Charges (or as otherwise agreed in writing) the Client will be granted a licence from the Software Provider to use the Software in accordance with Clause 12.
- 6.5. For the purpose of this Clause 6, payment in full shall include all Charges payable under the Contract including those in respect of the Conscia Provided Equipment and the amount of any interest due in relation thereto under the terms of this Contract.
- 6.6. Conscia Provided Equipment shall be invoiced to the Client at the point of Delivery. Invoices shall be payable within 30 days from the date of invoice.

Clause 7 – Use of the service

- 7.1. The Client may use any Service for its own purposes, provided that:
- a) the Client complies with the terms of any telecommunications legislation; and
 - b) the Client or any User does not use the Service to send any communication which is illegal; and
 - c) the Client shall remain responsible for any access and use of the Service by its Users, all Charges incurred and compliance with all relevant terms and conditions by it and its Users under this Contract.
- 7.2. So far as may be permitted by relevant law or regulation, it is agreed that Conscia will have no liability and the Client will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of Clause 7.1 and/or Conscia's specific reasonable instructions, such instructions to be provided in writing under the notice provisions of Clause 21.

- 7.3. Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of Conscia under this Contract are solely to the Client and not to any third party, including any other User. The Client will keep harmless and will indemnify Conscia against any liabilities or costs arising from any and all claims by any third party – including Users – in connection with the use of the Services.

Clause 8 – Charges

- 8.1. The Client will pay the Charges. Charging will begin on the Operational Service Date. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, Conscia.
- 8.2. Unless otherwise agreed by Conscia in writing the Client must pay all Charges for the Services within thirty (30) days of the date of Conscia's invoice, without any set-off, counterclaim or deduction. Where applicable, Conscia may set-off any amounts it owes to the Client against any amounts owed by the Client to Conscia under this Contract. Conscia may, in its discretion, add interest charges, from the due date, to any past due amounts at a per annum rate of 8 percentage points above the base lending rate of the Bank of England, compounded daily. Failure to pay the Charges within the period set out in this Clause 8.2 shall cause all amounts payable under this Contract and any other contract between Conscia and the Client to become immediately due and payable in full.
- 8.3. Unless provided otherwise in this Contract, Conscia will invoice Charges in Pounds sterling and the Client will pay all Charges in Pounds sterling. Charges are exclusive of applicable value-added, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) ("Taxes"), relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of Conscia Equipment and/or Conscia Provided Equipment or provision of the Service under this Contract. The Client will pay all such Taxes including those paid or payable by Conscia and any related interest and penalties, for goods or services supplied under this Contract, except to the extent a valid exemption certificate is provided by the Client to Conscia prior to the delivery of Service.
- 8.4. In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to Conscia under this Contract such withholding tax amounts shall be borne and paid for by the Client in addition to the sums due to Conscia. The Client will provide Conscia free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Client.
- 8.5. At the Client's written request, Conscia will consider whether it is practicable (taking into account capability and the cost of doing so) to render invoices in a currency other than Pounds Sterling. If Conscia considers that it is practicable to do so, it will invoice in local currency and Charges will be due in local currency provided, however, that the Client's invoices will be calculated in Pounds Sterling and Charges for individual items will continue to be shown in Pounds Sterling. The total sum due to Conscia (inclusive of applicable Taxes) will be converted by Conscia to the Client's currency of choice at the Monthly Average Rate on the date that the invoice is issued, or any other conversion rate as agreed in writing by the Parties.

- 8.6. Conscia reserves the right to charge additional sums at any time where the Client has requested additional services or where, in Conscia's reasonable opinion, such additional sums are necessary as a result of the Client's instructions, or the inaccuracy of information provided by the Client, or the Client's failure to perform its obligations under the Contract.
- 8.7. The Client will promptly, but in no event later than fourteen (14) days from the date of invoice, notify Conscia in writing of any disputed invoice, together with all information relevant to the Dispute, including the account numbers, circuit identification, and support ticket numbers, if any, and an explanation of the amount disputed and the reasons. The Client must pay all undisputed amounts in accordance with Clause 8.2 unless the disputed amount is less than 5 per cent of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.
- 8.8. Without prejudice to any other provision of this Contract, if the Client fails to pay any sums due in accordance with the terms of this Contract, Conscia may, at its option on fourteen (14) days' written notice to the Client:
- a) restrict, suspend or terminate provision of the relevant Service(s) and Conscia shall be released from its obligations under this Contract with respect to such Service until any balance due is paid or until such other material breach is remedied; and/or
 - b) as an exception to Clauses 18 and 19, terminate this Contract without liability to or right to compensation for the Client and without prejudice to Conscia's rights to be paid sums due.
- 8.9. Unless otherwise agreed in writing, lack of Client references on the invoice shall not constitute a valid reason by the Client to withhold payment due under the invoice. The Client shall make payment in accordance with the details shown on the invoice and where the Client makes an aggregated payment in respect of more than one invoice, the Client shall submit a remittance slip to show amounts paid in relation to individual invoices.
- 8.10. The occurrence of a Force Majeure Event shall not relieve the Client of its obligation to pay the Charges within the period set out in this Clause 8 for Service(s) furnished prior to the onset of Force Majeure Event or for any Service(s) provided notwithstanding a Force Majeure Event.
- 8.11. In the event that the provision of the Services continues for any Renewal Period, the Charges shall increase with effect from each such Renewal Period in line with the percentage increase in the Consumer Price Index (CPI) published by the UK Government's Office of National Statistics for the preceding 12-month period.
- 8.12. Unless the Charges are expressly stated to be inclusive of expenses and other incidental items, then in addition to the Charges, expenses and other incidentals shall be payable by the Client. Such expenses and other incidental items shall be charged by Conscia in accordance with Conscia's normal expenses policy from time to time.

Clause 9 – Conscia equipment and Conscia provided equipment

- 9.1. If Conscia Equipment or Conscia Provided Equipment is required to be installed at a Site to enable Conscia to provide the Service, the Client will prior to installation at its own expense:
- a) obtain all necessary consents, including consents for any necessary alterations to buildings;
 - b) provide a suitable and safe working environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
 - c) provide any electricity and telecommunication connection points required by Conscia; and
 - d) provide any openings in buildings required to connect such Conscia Equipment or Conscia Provided Equipment to appropriate telecommunication facilities.

The above actions must be completed in advance of any installation work by Conscia.

- 9.2. The Client is responsible for the Conscia Equipment and must not move, add to, modify or in any way interfere with the Conscia Equipment, nor allow anyone else (other than someone authorised by Conscia) to do so. The Client will be liable to Conscia for any loss of or damage to the Conscia Equipment, except where the loss or damage is due to fair wear and tear or is caused by Conscia or anyone acting on Conscia's behalf.

The Client shall at all times maintain insurance at the full replacement value of the Conscia Equipment and any Conscia Provided Equipment in which title has not yet passed to the Client in its possession or control.

Clause 10 – Access and site regulations

The Client will, upon reasonable notification from Conscia, in a timely manner and at no charge, allow Conscia, its employees (or anyone authorised by Conscia to act on its behalf), agents and subcontractors (together, "Workforce") access to the Client's premises or to the Site, and relevant computer systems, data, staff and other relevant resources and facilities, as may be reasonably necessary for the performance by Conscia of its obligations under this Contract, including the installation of Conscia Equipment or Conscia Provided Equipment and maintenance, recovery or removal of any Conscia Equipment. Conscia will use reasonable care in the recovery or removal of Conscia Equipment. Conscia, its employees, agents and subcontractors, shall observe the Client's reasonable site regulations previously advised in writing to Conscia. The Client warrants that it has the right to grant Conscia and its Workforce access in the manner described in this Clause 10.

Clause 11 – Connection of client equipment to the service

- 11.1. The Client must ensure that any Client Equipment connected to or used with the Service is connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 11.2. The Client must ensure that any Client Equipment attached (directly or indirectly) to the Service by the Client is technically compatible with the Service and approved for that purpose under any applicable law or regulation. In the case of Conscia Provided Equipment, the Client may rely upon Conscia's representations as to such compatibility and compliance, as at the date of provision.

Clause 12 – Intellectual property

- 12.1. Ownership of and all intellectual property rights in any Conscia Equipment, software, ideas, data, operating manuals and associated documentation, made available as part of any Service or otherwise generated by or for Conscia in connection with this Contract, shall remain the property of Conscia or its licensors. Conscia will (subject to Clause 6.4) grant the Client a personal, non-transferable and non-exclusive licence to use and to permit its Users to use, in object code form, all software (including Application Software, Operating Software and Third Party Software) and associated written and electronic documentation and data furnished by Conscia pursuant to this Contract ("Software"), solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable terms and conditions and operating instructions. The Client acknowledges that the Software provided by Conscia under this Agreement includes Third Party Software. The term of any licence granted by Conscia pursuant to this Clause 12.1 is time limited per the relevant Statement of Work or Services Schedule.
- 12.2. To the extent that it is able to do so, Conscia shall transfer the benefit of any relevant Software Provider's warranty to the Client. In the event of there being any defect in the Software, the Client shall notify Conscia of that defect promptly on becoming aware of it. Where the Client has the benefit of a Software Provider's warranty, it shall in the first instance seek to claim under that warranty in respect of any defective Software.
- 12.3. The Client shall at all times comply with any terms and conditions and licences that apply to the Software and its use and must not, without Conscia's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Conscia following termination of a relevant Service or this Contract whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service (including use of a licence to Software) which is still being provided to the Client at the time of termination of this Contract. The Client must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. All Software is and will remain the sole and exclusive property of Conscia or its supplier.

- 12.4. Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Contract except the limited rights necessary to perform its obligations or receive the benefit of the Services under this Contract.
- 12.5. Neither Party may use any Marks of the other Party, except as permitted under Clause 16.
- 12.6. Conscia warrants that it has all rights, authorisations and licences required to provide the Services and Software licences granted to the Client.
- 12.7. Conscia does not warrant that the use of the Software will be uninterrupted or error free and Conscia cannot guarantee that the Software is free from viruses, trojans, malware, worms, cancelbots or other programs having a destructive or contaminative effect. Conscia shall not be liable in the event that the Software is or becomes infected with such programs.
- 12.8. The Client accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Client.

Clause 13 – Intellectual property indemnities

- 13.1. Conscia will indemnify the Client against all claims and proceedings arising from alleged infringement of any third party's Intellectual Property Rights by reason of the Client's use of the Service for its proper and intended purpose in accordance with this Contract. As a condition of this indemnity the Client must:
 - a) notify Conscia promptly in writing of any allegation of infringement;
 - b) make no admission relating to the infringement;
 - c) allow Conscia to conduct all negotiations and proceedings and give Conscia all reasonable assistance in doing so (Conscia will pay the Client's reasonable expenses for such assistance); and
 - d) allow Conscia to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the performance of the Service.
- 13.2. If the Service becomes, or Conscia believes it is likely to become, the subject of an allegation or claim for infringement of any Intellectual Property Rights, Conscia, at its option and expense, may secure for the Client a right of continued use of the Service or modify or replace the Service or affected part (as set forth in Clause 13.1(d)) so that it is no longer infringing. If neither of those remedies is available to Conscia on reasonable terms, Conscia may notify the Client and terminate any such infringing Service without penalty to either Party, and Conscia will refund any of the Charges paid by the Client in respect of the affected Service as at the date of termination (less a reasonable sum in respect of the Client's use of the Service to the date of termination) on return of the relevant Software and all copies thereof.
- 13.3. Without prejudice to the provisions of the applicable law, the indemnity and remedies in Clauses 13.1 and 13.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements relating in any manner to or arising from: (i) the Client's or User's Content in connection with the Service, (ii) the use of the Service in conjunction with any equipment, software or services not supplied by Conscia or (iii) use by the Client or its Users

in breach of the Contract or of any terms and conditions relating to the Software; (iv) work done by Conscia in accordance with directions or specifications given by the Client or designs made by, or on behalf of, the Client, including any part of the Service designed to the Client's specifications. The Client will indemnify and hold Conscia harmless against all losses, claims, proceedings and expenses arising out of or in connection with the matters described in (i) to (iv) above and will immediately cease any activity which gives rise to the alleged infringement.

- 13.4. The limitations and exclusions of liability contained in Clause 14 do not apply to this Clause 13.

Clause 14 – Limitation of liability

- 14.1. Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 14.2. Subject to Clause 14.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence)) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it:
- a) any loss of profits, business, contracts, anticipated savings, goodwill (including pecuniary losses arising out of goodwill), opportunity, revenue or wasted expenditure; and/or
 - b) any loss from expenditure of time by managers and employees or from business interruption; and/or
 - c) any loss or corruption or destruction of data; and/or
 - d) any loss arising from the transmission of viruses; and/or
 - e) any special, indirect or consequential loss or damage whatsoever, whether or not that Party was advised in advance of the possibility of such loss or damage.
- 14.3. If a Party is in breach of any its obligations under this Contract (or any part of it) or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 14.1, 14.2, and any limitation of liability set out in the relevant Statement of Work or Service Schedule or Service Level Agreement, such Party's total aggregate liability to the other Party shall in each year this Contract be limited to 110% of the Charges paid or payable in that year. For the avoidance of doubt the limit set out herein shall be in addition to the Charges properly due in accordance with the terms of this Contract.
- 14.4. Unless a Party notifies the other Party that it intends to make a claim in respect of an event within a period of 12 months from the date the Party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it), the other Party shall have no liability for that event.
- 14.5. Any notice of claim issued under this Contract must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 14.6. Without prejudice to the remaining provisions of this Clause 14, each Party shall maintain appropriate employer's and public liability insurance cover for the duration of this Agreement

and for 3 years after its termination, sufficient to cover their employees and against loss or damage to either Party's property or personnel. Conscia shall also maintain professional indemnity insurance cover for the duration of this Agreement sufficient to cover its obligations under this Contract.

Clause 15 – Confidentiality

- 15.1. Conscia and the Client shall keep in confidence all Confidential Information obtained under this Contract and shall not divulge the same to any person (other than their own or their Affiliate's employees and professional advisors who need to know the information for the purposes of the Contract) without the consent of the other Party.
- 15.2. This Clause 15 shall not apply to information which is:
 - a) in the public domain other than as a result of a breach of this Contract;
 - b) in the possession of the receiving Party, under no obligation of confidence, at the time of disclosure by the other Party;
 - c) obtained from a third party who is free to divulge the same;
 - d) independently developed by the receiving Party; or
 - e) legally required to be disclosed.
- 15.3. The receiving Party must, for a period of three (3) years following the expiration or termination of this Contract (except in the case of Software, which shall be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Contract.
- 15.4. It is acknowledged by the Parties that a violation of this Clause 15 would cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate and injunctive relief may be available for a breach of this Clause.
- 15.5. Where the Freedom of Information Act 2000 applies to the Client and the Client receives a request under the Act that includes any Confidential Information held by the Client that was provided by Conscia in connection with the Contract the Client will:
 - a) notify Conscia promptly of the request; and
 - b) allow Conscia at least five (5) Business Days in which to make any objection.

Clause 16 – Publicity

- 16.1. Notwithstanding the provisions of Clause 12.4 of this Contract, upon signature of this Contract, the Parties are entitled to announce publicly or publicly refer to the fact that they have entered into this Contract for the provision of the Services. Any other publicity, announcements and /or press releases about or in relation to this Contract will require the prior written consent of the other Party which shall not be unreasonably withheld or delayed.
- 16.2. Subject to the provisions of Clause 16.1, neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the Marks of the other Party or

its Affiliates in connection with this Contract or any Service provided under this Contract, without the prior written approval of the other Party which shall not unreasonably be withheld.

- 16.3. The Client undertakes not to publicize work undertaken by Conscia without the prior written consent of Conscia, which shall not be unreasonably withheld.

Clause 17 – Force Majeure

- 17.1. Neither Party shall be liable for failure or delay in the performance its obligations to the extent directly caused by or resulting from any event of force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes (other than those affecting a Party's own workforce) or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event") provided that Party has taken all reasonable steps to mitigate against the impact of such event.

- 17.2. Without prejudice to Clause 17.1, in the event of:

- a) a refusal or delay by a third person to supply a telecommunications service to Conscia and where there is no alternative service available at reasonable cost; or
- b) Conscia being prevented by restrictions of a legal or regulatory nature from supplying the Service,

Conscia will have no liability to the Client for failure to supply the Service.

Clause 18 – Dispute resolution

- 18.1. The Parties shall endeavour to amicably resolve any Dispute arising out of or in connection with this Contract. Any and all Disputes in respect of this Contract shall be dealt with in accordance with this Clause 18.

18.2. Informal Dispute Resolution

- a) **Level I:** The Parties agree to aim to work out a settlement within thirty (30) days following the day of written notification of the Dispute. If an agreement cannot be reached, by the end of the thirty (30) day period the Parties shall immediately sign a document containing information which is designed to assist resolution of the Dispute (and which may be amended from time to time by either Party) regarding what has been agreed and what remains in dispute between them on the date at which the negotiations failed, but either Party can initiate Level II proceedings by notification to the other Party whether or not such document was signed.
- b) **Level II:** No later than twenty-eight (28) days after Level II proceedings have been initiated representatives of both Parties shall meet in person. In the event the Parties do not meet or if during fourteen (14) days after such meeting and at the latest twenty-eight (28) days after

Level II proceedings have been initiated, an agreement has not been reached, the Parties will attempt to settle the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (“the Model Procedure”). To initiate mediation a Party must give notice in writing (“ADR notice”) in accordance with Clause 21 to the other Party requesting mediation in accordance with this Clause 18.2.2 and a copy of this request must be sent to CEDR. If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the Parties cannot agree within fourteen (14) days from the date of the ADR notice, CEDR will, at the request of either Party, decide that point for the Parties, having consulted with them. The mediation will start not later than twenty-eight (28) days after the date of the ADR notice.

18.3. Formal Dispute Resolution

At any time, without reference to Level II in Clause 18.2 above, any Dispute may be referred by either Party to any competent regulatory/government authority and/or to a court of competent jurisdiction.

- 18.4. Nothing in this Clause 18 shall restrict either Party at any time, whether while the dispute resolution procedure set out in this Clause 18 is in progress, or before or after it is invoked, from (i) commencing legal proceedings for injunctive relief, or (ii) to preserve any legal right or remedy or to protect any Intellectual Property Rights and/or trade secret rights or (iii) from issuing proceedings to recover any undisputed debt or (iv) from joining the other Party to any proceedings issued against the first Party by a third party.

Clause 19 – Termination

- 19.1. Either Party may terminate this Contract on the expiry of the Minimum Period of Service or then current Renewal Period, by giving not less than ninety (90) days’ notice to the other Party, such notice to expire on the expiry of the Minimum Period of Service or then current Renewal Period. In these circumstances no termination Charges will be due from the Client. In the event that no such notice is given, a new Renewal Period will automatically commence.
- 19.2. The Client may not terminate this Contract at any time during the Minimum Period of Service other than pursuant to Clause 19.7.
- 19.3. Either Party may terminate this Contract or a Service provided under it at any time during a Renewal Period by giving no less than ninety (90) days’ notice to the other Party.
- 19.4. Where the Client terminates pursuant to Clause 19.3 (other than because either Conscia has increased the Charges by a percentage greater than the percentage increase permitted under Clause 8.11) and the notice period expires before the end of the Renewal Period, the Client must pay Conscia a termination charge of 30 per cent of the forecast Charges remaining for the current Renewal Term.
- 19.5. If at any time (including during the Minimum Period of Service) Conscia is unable to obtain support from its suppliers to enable it to provide the Service or any part of the Service, Conscia may, on giving as much prior notice as is reasonably possible to the Client, terminate either its obligation to provide the Service specified in the notice or, where applicable, this Contract.

- 19.6. Termination of one Service will not affect the Parties' rights and obligations with regard to other Services.
- 19.7. Either Party may immediately by notice terminate a Service affected by one or more of the following events and/or this Contract and all its Services under it if one of the following events occurs:
- a) the other Party commits a material breach or has failed to perform any obligation under this Contract and, to the extent that performance is not permanently or temporarily impossible due to a Force Majeure Event, no performance or remedy has taken place within thirty (30) days after the terminating Party has given its notice of default; or
 - b) if any Force Majeure Event or matter set forth in Clause 17.2 prevents the performance of the whole or a substantial part of the other Party's obligations in relation to that Service for a continuous period of one hundred and eighty (180) days after the date on which it should have been performed; or
 - c) any governmental or regulatory authority with competence and/or jurisdiction over the Parties decides that the provision of one or more of Services under this Contract is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Services illegitimate. In such case no damages shall be due; or
 - d) any of the authorisations or regulatory formalities required was or is not obtained, is withdrawn or is no longer valid, for whatever reason; except that any authorisation or regulatory formalities that are not obtained, withdrawn or no longer valid due to the negligence or wilful misconduct of a Party, or due to a Party breaching the terms of said authorisations or regulatory formalities shall be considered a material breach of this Contract and the Party causing such breach shall not be entitled to terminate this Contract pursuant to this Clause 19; or
 - e) if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other Party).
- 19.8. Upon termination of this Contract (or any Service provided under it):
- a) the rights of the Parties accrued up to the date of such termination shall remain unaffected; and
 - b) the Client shall co-operate fully with Conscia to return any Conscia Equipment.
- 19.9. Conscia may suspend the whole or part of the Service(s) where the circumstances described in Clause 19.7(a) apply.
- 19.10. On or before termination of this Contract, at the request of the Client, the Parties shall discuss in good faith any transition or migration services that the Client may wish Conscia to provide and the commercial terms relating to such services.

- 19.11. On termination of this Contract, for whatever reason each Party will immediately return to the other any and all Documentation, confidential information and property of the other Party provided under or in connection with this Contract.

Clause 20 – Export control

- 20.1. The Parties acknowledge that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of the USA and other countries, and any use or transfer of the products, Software, and technical information must be in compliance with all applicable regulations.
- 20.2. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.
- 20.3. If any product, software or technical information supplied under this Contract are licensed under the laws of any foreign jurisdiction (including without limitation any export laws of the United States), then regardless of any disclosure made by the Client to Conscia of an ultimate destination of those products, software or technical information, it is the Client's sole responsibility to obtain all necessary approvals, licences and consents (collectively the "Consents") from the relevant authorities (including without limitation the United States government where applicable) before re-exporting the Deliverables. Conscia shall not be liable for any costs, losses, claims, demands, damages, expenses and proceedings resulting from the Client's failure to obtain such Consents.

Clause 21 – Notices

- 21.1. Except for notices given pursuant to Clause 4.3(a), all notices given under this Contract shall be in writing and shall be given by hand or sent by prepaid post or email to the following addresses:
- a) To Conscia at the address shown on its quotation or Statement of Work (or to any other address and addressee which Conscia has notified to the Client for that purpose in accordance with this Clause 21), or to an email address as advised by Conscia to the Client. Conscia shall confirm receipt of email as soon as reasonably possible.
 - b) To the Client at the address shown on its quotation or Statement of Work (or to any other address and addressee which the Client has notified to Conscia for that purpose in accordance with this Clause 21), or to an email address as advised by the Client to Conscia. The Client shall confirm receipt of email as soon as reasonably possible.
- 21.2. Notices given under this Contract are deemed to be given by the sender and received by the addressee:

- a) if given by hand, on delivery;
- b) if sent by prepaid post or by email, three (3) Business Days from and including the date of postage;
- c) if sent by email, when transmitted to the addressee; but if transmission is on a day which is not a Business Day or after 4pm in the addressee's time zone, it is deemed to be duly given and received at 10am on the next Business Day.

Clause 22 – Assignment

- 22.1. Either Party reserves the right to assign all or part of this Contract at any time to any Affiliate which can sufficiently execute the obligations under this Contract, subject to providing the other Party a prior written notice of such assignment. Any assignment to a person other than an Affiliate requires the prior written agreement of the other Party, which shall not be unreasonably withheld.
- 22.2. This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 22.3. Conscia may subcontract the performance of any of its obligations under this Contract, but without relieving Conscia from any of its obligations to the Client. The Client agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

Clause 23 – Non-solicitation

- 23.1. The Client shall not without Conscia's prior written agreement, during the term of the Contract and for 12 months after it ends directly solicit any employee, agent or sub-contractor of the Conscia, who has been connected with the provision of the Services, for the purposes of offering employment or engagement to any such persons.
- 23.2. The Client agrees that if it solicits and subsequently employs or engages any person contrary to Clause 23.1, it shall be liable to pay Conscia liquidated damages in an amount equal to 50% of such person's salary or remuneration per annum at the time of leaving Conscia's employment or engagement.
- 23.3. Employment or engagement made via a generally advertised recruitment campaign open to all-comers shall not constitute a breach of Clause 23.1.

Clause 24 – Changes to this contract

- 24.1. Subject to Clause 24.3 and 24.4, this Contract, including any Service Schedule or any Statement of Work under it will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.
- 24.2. Subject to Clause 24.3 and 24.4, where either Party wishes to make a change to the Services, the process set out in this Clause 24.2 shall apply:

- a) a) The Party requesting a change shall make its request in writing, with sufficient detail for the other Party to understand the nature of the change requested and assess its impact on the Services.
 - b) b) The other Party shall act reasonably in considering such request and the changes to this Contract, including the Charges, that would result from such changes.
 - c) c) When the Parties agree to implement a change requested to the Services, the details of such change shall be specified and confirmed in writing by the Parties. Neither Party shall be obliged to implement such change until such agreement is reached and recorded in accordance with Clause 24.1.
- 24.3. Conscia reserves the right to make operational changes to the Services, provided that such changes shall be notified to the Client, and do not adversely affect the Services provided to the Client, nor cause the Client to incur increased costs as a direct result of such changes.
- 24.4. If, during the term of this Contract, any part of the Services including (without limitation, services in relation to any Conscia Provided Equipment or Software provided by Conscia under this Agreement) are subject to changes resulting from product change outside of Conscia's control or have reached the end of their life ("EOL"), Conscia shall notify the Client and the Services shall be amended accordingly (with any consequential changes to the Charges). Conscia shall endeavour to give to the Client three months' prior notice but shall give such alternative notice as is reasonably possible. When a product is approaching the EOL, Conscia will use reasonable endeavours to notify the Client of important milestones throughout the EOL period including the initial EOL notification, the end of support milestone dates as well as other key information pertaining to the affected part of the Service.

Clause 25 – Data protection

- 25.1. Each Party will strictly comply with the Data Protection Legislation. To the extent that Conscia processes Personal Data on behalf of the Client, the parties shall enter into a separate Data Processing Agreement.

Clause 26 – Anti-bribery and anti-corruption

- 26.1. Conscia shall:
- a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including to the Bribery Act 2010 ("Relevant Requirements");
 - b) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by Conscia in connection with the performance of this Contract;
 - c) have and maintain in place adequate procedures to ensure compliance with the Relevant Requirements; and

- 26.2. For the purpose of this Clause 26, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

Clause 27 – Anti-facilitation of tax evasion

- 27.1. Conscia shall:

- a) not engage in any activity, practice or conduct which would constitute either:
 - i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- b) have and shall maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Conscia) and to ensure compliance with Clause 27.1;
- c) promptly report to the Customer any 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 Contract;

- 27.2. For the purposes of Clause 27, reasonable prevention procedures shall be interpreted in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

Clause 28 – Modern slavery

- 28.1. In performing its obligations under this Contract, Conscia shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including the Modern Slavery Act 2015.
- 28.2. Conscia warrants that at the date of this Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

Clause 29 – Miscellaneous provisions

- 29.1. Entire Agreement: This Contract supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into this Contract), constitutes the entire agreement with respect to its subject matter and shall not be modified or amended except in writing and signed by authorised representatives of both Parties.
- 29.2. Inducement: The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

- 29.3. No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent default. No single or partial exercise of any right shall preclude the further or full exercise of it.
- 29.4. Severance: If any provision of this Contract is held to be invalid or unenforceable, it will be severed from this Contract, the remaining provisions will remain in full force and effect, and the Parties will promptly negotiate a replacement.
- 29.5. Survival of Obligations: The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.
- 29.6. Rights of Third Parties: Other than any Affiliate of Conscia (who shall each have the right to enforce the terms of this Contract), a person who is not a Party to this Contract has no right under this Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 29.7. Capacity: Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Contract.

Clause 30 – Governing law and jurisdiction

This Contract and any claims or Disputes arising out of, relating to or in connection with it shall be governed by and construed in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the Courts of England.