



G-Cloud 15 Terms and Conditions



+44 333 444 0041



quorumcyber.com



Verdant, 2 Redheughs Rise, Edinburgh, United Kingdom, EH12 9DD

Table of Contents

Schedule 1	3
General services Terms & Conditions	3
INTERPRETATION	3
COMMENCEMENT AND DURATION	4
SUPPLY OF SERVICES	5
CUSTOMER OBLIGATIONS	6
SOFTWARE	6
PRICE AND PAYMENT	6
CUSTOMER DATA	8
LIMITATION OF LIABILITY	9
CONFIDENTIALITY	10
EMPLOYMENT	10
INTELLECTUAL PROPERTY RIGHTS	11
TERMINATION	11
ANTI BRIBERY	12
NON-SOLICITATION	12
GENERAL	12
GOVERNING LAW AND JURISDICTION	13

Schedule 1

General services Terms & Conditions

INTERPRETATION

1. INTERPRETATION

The following definitions apply to these Terms and Conditions.

Agreement: means these terms and conditions together with any Service Confirmation and Special Conditions constitute the agreement between Quorum Cyber and Customer for the Services.

Cancellation Charge: means the fees Quorum Cyber is entitled to charge pursuant to Condition 6.6 and as detailed in the relevant Services Confirmation.

Charges: has the meaning given to that term in Condition 6.

Confidential Information: means all information which is imparted or obtained under or in connection with the Agreement (whether before or after the Effective Date) in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature or which the other party hereto knows or ought to know is confidential, relating to the business or prospective business, current or projected plans or internal affairs of either party, all know-how, trade secrets, products, operations, processes, product information and unpublished information, and any other commercial, financial or technical information relating to the business or prospective business of either party;

Controller: has the meaning given to that term in the Data Protection Legislation.

Customer: means the Customer identified in the Services Confirmation.

Customer Data: any information that is provided by the Customer to Quorum Cyber as part of the Customer's use of the Services, including any information derived from such information.

Customer Portal: means a secure online web portal made available by Quorum Cyber to the Customer's personnel for the purposes of interacting with the Services.

Customer System: means the Customer's IT systems and infrastructure in relation to which the Services are being provided.

Data Protection Legislation: The Data Protection Act 2018 and the UK GDPR (as may be amended, repealed or replaced) and all or any other legislation applying in the UK to the use of personal data.

Downtime: means a period during the Service Hours when there is a total loss of the Services.

Fair Usage: means, in relation to the Services, the number of hours worked, or engagement time incurred by the Quorum Cyber incident response time in relation to incident response efforts to a Priority 1 incident over any given twelve-month period within the Term, as set out in more detail in the Services Confirmation.

Effective Date: means the last date of signature of the Agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information and any other intellectual property rights, whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world.

Initial Term: the initial term for any Services as set out in the relevant Services Confirmation.

Outage: means an instance of Downtime.

Personal Data: has the meaning given to that term in the Data Protection Legislation.

Processor: has the meaning given to that term in the Data Protection Legislation.

Quorum: Quorum Cyber Security Limited.

Renewal Period: the period set out in Condition 2.2.

Schedule: the schedule attached to and forming part of the Agreement.

Service Hours: means any agreed hours for the provision of the Services as set out in the Service Levels.

Service Interruption: means a period during the Service Hours when there is a partial loss of the Services.

Service Levels: means any service levels agreed in relation to the provision of the Services as set out in a Services Confirmation.

Services: the services to be provided by Quorum Cyber under the Agreement as set out in each applicable Services Confirmation, being IT managed services or the professional and consulting services.

Services Confirmation: means the document of that name setting out the details of the Services to be provided under the Agreement.

Special Conditions: means the special conditions as may be set out in a Services Confirmation.

Specification: a description of the Services as set out in more detail in a Services Confirmation.

Services Start Date: means the date a Service is set to begin, as set out in the Services Confirmation.

Services Term: the term for each Services as described in Condition 2.2.

Software: any third-party software applications which Quorum Cyber agrees to provide as part of the Services.

Term: means the term of this Agreement as described in Condition 2.1.

User Count: means the resource for authorised users of the Customer to use and access the relevant Services.

Year: each 12 month period, starting on the Services Start Date and running to the day before each anniversary of the Services Start Date.

COMMENCEMENT AND DURATION

2. COMMENCEMENT AND DURATION

- 2.1. These Conditions shall commence on the Effective Date and except where it is terminated earlier in accordance with Condition 12, shall continue until completion of the Services or until either party gives the other party three months' notice of its intention to terminate the Agreement (the "**Term**"). Such notice shall expire on completion of all Services Confirmations entered into between the parties prior to the notice of termination. If there are no uncompleted Services Confirmation as at the date of notice, this Agreement shall terminate at the end of the three month period.
- 2.2. The Customer may procure any Services Quorum Cyber shall provide the Services from the Services Start Date. The term of the relevant Services (the "**Services Term**") shall run from the Services Start Date for the Initial Term and thereafter shall be automatically renewed for successive 12 month periods (each a "**Renewal Period**") unless either party notifies the other party of termination, in writing, at least three months before the end of the Initial Term or relevant Renewal Period, in which case the relevant Services shall terminate upon the expiry of the Initial Term or relevant Renewal Period.
- 2.3. In the event of any conflict between these Terms and Conditions and the Service Confirmation and/or Special Conditions, the descending order of priority shall be as follows:
 - (i) the Special Conditions; then
 - (ii) the Services Confirmation; then

..

- (iii) these Terms and Conditions.

SUPPLY OF SERVICES

3. SUPPLY OF SERVICES

- 3.1. Each Services Confirmation shall be agreed in the following manner:
- (i) the Customer shall ask Quorum Cyber to provide any and all of the Services and provide Quorum Cyber with as much information as Quorum Cyber reasonably requests in order to prepare a draft Services Confirmation for the Services requested;
 - (ii) the Customer and Quorum Cyber shall discuss the draft Services Confirmation and agree a finalised version of the Services Confirmation; and
 - (iii) the final Services Confirmation shall be signed by both parties once agreed.
- 3.2. Each Services Confirmation shall be part of the Agreement and not form a separate agreement to it.
- 3.3. Quorum Cyber shall use reasonable endeavours to meet any performance dates and/or time periods for the Services specified in each Services Confirmation or notified to Quorum Cyber by the Customer, but such dates shall be estimates only and time for performance by Quorum Cyber shall not be of the essence of this Agreement.
- 3.4. Quorum Cyber shall provide the Services in accordance with any Service Levels. The Service Levels may be immediately suspended or amended (with notice given as soon as practicable thereafter) where there is a third-party supplier outage or interruption in service which is outside of Quorum's reasonable control. The Service Levels will be reinstated once the relevant outage or interruption in service has been resolved. Quorum Cyber will keep the Customer updated and confirm when Service Levels are reinstated.
- 3.5. If Quorum's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer ("**Customer Delay**"), Quorum Cyber shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such Customer Delay. Quorum Cyber reserves the right to invoice Charges (as defined in condition 6), and the Customer shall be obliged to pay such Charges, from the Services Start Date, even if the Services do not commence on that date due to Customer Delay.
- 3.6. In providing the Services, Quorum Cyber shall:
- (iv) perform the Services with reasonable care, skill and diligence in accordance expected of a service provider within Quorum's industry, profession or trade; and
 - (v) ensure that the Services materially conform with the Services Confirmation.
- 3.7. Maintenance work will normally be carried out at times agreed between the parties. Quorum Cyber may interrupt the Services outside normal business hours for maintenance provided that it has given the Customer reasonable notice. Quorum Cyber shall at all times endeavour to keep any service interruptions to a minimum. Quorum Cyber may also cause Outages or Service Interruptions which in its reasonable opinion are necessary to deliver the Services.
- 3.8. Quorum Cyber is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.9. Quorum Cyber does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, and/or the information obtained by the Customer through the Services will meet the

Customer's requirements. The Customer acknowledges that the Services are provided to improve, not guarantee, the security of the Customer System.

- 3.10. Quorum Cyber reserves the right to: modify Quorum's system, its network, system configurations or routing configuration; or modify or replace any Software in its network used to deliver any Services over its network, provided that this has no adverse effect on Quorum's obligations under this Agreement and its provision of the Services or the Service Levels. If such changes will have an adverse effect, Quorum Cyber shall not make such changes without obtaining prior written consent from the Customer.

CUSTOMER OBLIGATIONS

4. CUSTOMER OBLIGATIONS

- 4.1. The Customer shall cooperate with Quorum Cyber in all matters relating to the Services. In particular, the Customer authorises Quorum Cyber to access the Customer System for the purpose of performing the Services. Such authorised access includes access to network configuration information, password databases, database information, employee/client information contained within computer systems, firewall configuration, IDS configuration, IPS configuration, and application source codes.
- 4.2. The Customer shall ensure that its use of the Services is in accordance with the Agreement.
- 4.3. The Customer shall be responsible for the necessary licences, consents, and permissions necessary for the Customer to receive the Services. In particular, the Customer warrants that the performance of the Services shall not breach any obligations owed by the Customer to third parties and shall indemnify Quorum Cyber against any loss incurred by Quorum Cyber relating to a breach of this warranty.
- 4.4. The Customer shall not use the Services (including the Customer Portal) in any way which:
- (i) breaches the terms of the Agreement or applicable law;
 - (ii) is unlawful or fraudulent;
 - (iii) involves communications of an offensive, abusive, threatening or obscene nature; or
 - (iv) fails to address any reasonable or lawful instructions of Quorum.
- 4.5. The Customer shall ensure the Customer System is operated with reasonable care and attention and in accordance with any reasonable instructions of Quorum, and that all applicable electrical certification or safety requirements in relation to the Customer System are maintained.

SOFTWARE

5. SOFTWARE

- 5.1. Any Software provided under any Service is provided subject to the terms of the third-party licensor/owner of the Software. The Customer shall comply with all such third-party terms in relation to the Software, and the Customer shall indemnify and hold Quorum Cyber harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of such third-party terms howsoever arising.

PRICE AND PAYMENT

6. PRICE AND PAYMENT

- 6.1. **Pricing Conditions:** The charges for the Services ("**Charges**") and related terms for payment are set out in the applicable Services Confirmation. The Customer shall pay the Charges without any deduction, withholding or set-off.
- 6.2. Quorum Cyber will increase the Charges on an annual basis with effect from each anniversary of the relevant Services Start Date in line with the percentage increase in the Retail Prices Index ("RPI") plus an additional

two percent (2%) in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the relevant Services Start Date and shall be based on the latest available figure for the percentage increase in the RPI plus an additional two percent (2%).

- 6.3. Quorum Cyber shall be entitled to additionally charge the Customer for any expenses reasonably incurred in connection with the Services. This is subject to presentation of a valid receipt or invoice where requested by the Customer.
- 6.4. Quorum Cyber reserves the right to increase the Charges if the Customer requests any changes to the Services. Any such increase shall be agreed with the Customer in advance of the change being implemented. Additionally, where the Customer requests additional User Count, Quorum Cyber shall be entitled to charge the Customer for the actual number of User Count used by the Customer on a pro rata basis for the Year and then in full for subsequent Years and such amount shall be payable in accordance with this Condition 6. Quorum Cyber reserves the right to rescope and increase the Charges for additional Customer Tenancies. Quorum Cyber shall be entitled to audit the Services in order to establish the total User Count used, providing that such audit may be conducted no more than once per quarter and shall be exercised with reasonable prior notice and in such a manner as not to substantially interfere with the Customer's normal conduct of its business.
- 6.5. Quorum Cyber shall be entitled to increase the Charges where it is required to provide increased or additional Services caused by: any failure of the Customer or any of its employees to comply with the terms of the Agreement; by use of Services beyond Fair Usage limits; or by maintenance of, or any work carried out to, the Customer System (or any part of it) by the Customer or a third party.
- 6.6. Where Quorum Cyber has allocated resource to carry out Services (whether remotely or on-site) on a specific date under any Services Confirmation, and the Customer subsequently cancels that date or otherwise does not allow access (whether remote or on-site) to enable performance of the Services on that date, Quorum Cyber shall use its reasonable endeavours to re-allocate such resource in order to mitigate its loss. However, Quorum Cyber shall be entitled to charge, and the Customer shall pay, for the costs relating to such resource where Quorum Cyber is not able to re-allocate. Additionally, and in relation to professional services only, Quorum Cyber will be entitled to charge a cancellation charge where the Customer terminates any Services Confirmation early.
- 6.7. For avoidance of doubt, the Services outlined in the Services Confirmation are not transferrable to other Quorum Cyber products or services.
- 6.8. The Customer shall provide to Quorum Cyber valid, up-to-date and complete direct debit details. If the Customer provides its bank direct debit details to Quorum, the Customer hereby authorises Quorum Cyber to bill such bank account on or after the Services Start Date for fees payable (or as otherwise set out in the applicable Services Confirmation). Where no direct debit details are provided, Quorum Cyber shall invoice the Customer for the Services and the Customer shall pay each invoice within twenty-one (21) days from the date of receipt of such invoice.
- 6.9. In addition to the above rights and unless expressly excluded in the applicable Services Confirmation, Quorum Cyber reserves the right to pass on to the Customer any price increase(s) (e.g. Microsoft services) imposed by third party suppliers of Quorum Cyber where variable-cost licensing agreements have been used for provision of Services to the Customer. Quorum Cyber will use reasonable endeavours to give the Customer 30 days advance written notice of any such increase, together with reasonable documentation received from the relevant third-party supplier.
- 6.10. Failure to make any payment under the Agreement on time shall be considered a material breach of the Agreement.
- 6.11. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Quorum Cyber in accordance with this Condition 6, Quorum Cyber may, upon five (5) days' advanced written notice:-

- (i) charge interest on such sum from the due date for payment at the annual rate of 5% above the base rate from time to time of the Bank of Scotland, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; and
 - (ii) suspend all Services until payment has been made in full.
- 6.12. All sums payable to Quorum Cyber under this Agreement shall become due immediately on its termination, despite any other provision. This Condition is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 6.13. **Exclusions and Additions:** Unless otherwise agreed in writing, the Charges exclude any applicable taxes. If applicable, Value Added Tax (or any tax or governmental levy imposed in any relevant jurisdiction) shall be added to the Charges.

CUSTOMER DATA

7. CUSTOMER DATA

- 7.1. Quorum Cyber does not anticipate that it will need to process any personal data from Customer as part of the routine performance of the Services. However, the parties acknowledge that Quorum Cyber may, in relation to urgent incident response situations and other exceptional circumstances, require to have sight of, or be exposed to, certain limited personal data within the Customer System, which data Quorum Cyber shall only be entitled to use to the extent necessary for the proper performance of its obligations under this Condition 7 and in accordance with its obligations under Data Protection Legislation.
- 7.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 7.3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Quorum Cyber is the processor. The scope, nature and purpose of the processing are all to the extent necessary for the performance of the Services. The duration of the processing is concurrent with the Agreement. The categories of data subject are those data subjects whose personal data is stored on or accessible via the Customer System and the types of personal data are such types as obtained by the Customer. The Customer agrees and consents to Quorum Cyber having the right to access the Customer Data and to use, modify, reproduce, distribute, display and disclose Customer Data, including any personal data, to the extent necessary to provide the Services, including, without limitation, in response to support requests.
- 7.4. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Quorum Cyber for the duration and purposes of the Agreement.
- 7.5. Quorum Cyber shall, in relation to any personal data processed by it for the Customer:
 - (i) process that personal data only on the documented written instructions of the Customer unless Quorum Cyber is required by applicable laws to otherwise process that personal data;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

- (iv) not transfer any personal data outside of the European Economic Area unless the appropriate safeguards are in place and the requirements of the Data Protection Legislation have been met; and
 - (ii) details of the transfer have been notified to the Customer and the Customer has not, within 14 days of receipt of such notice, objected to the transfer (noting that Customer has no objection to the existing sub-processors in place at the Effective Date which will involve a transfer outside of the UK and/or the EEA);
 - (v) assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Customer without undue delay on becoming aware of a personal data breach or if in the reasonable opinion of Quorum Cyber any instruction of the Customer in relation to the processing of Customer Data, infringes Data Protection Legislation;
 - (vii) at the written direction of the Customer, delete or return personal data, including copies, to the Customer on termination of the Agreement unless required by applicable law to store the personal data; and
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Quorum, an instruction infringes the Data Protection Legislation.
- 7.6. As processor, Quorum Cyber may appoint sub-processors providing the following conditions are met:
- (i) Quorum Cyber enters into a contract with the sub-processor under which the sub-processor assumes the same obligations as are imposed on Quorum Cyber as data processor;
 - (ii) Quorum Cyber maintains control over the Personal Data; and
 - (iii) Quorum Cyber remains liable for the acts and omissions of any sub-processor.
- Details of the general classes of sub-processors engaged by Quorum Cyber are detailed in Quorum's privacy policy available online at www.quorumcyber.com/privacy-policy. An updated list of all sub-processors used can be obtained by contacting Quorum Cyber directly. If the Customer notifies Quorum Cyber that it objects to the use of any sub-processor, Quorum Cyber will take steps to stop using them and if this is not possible, contact the Customer to agree appropriate steps.
- 7.7. The Customer acknowledges that Quorum Cyber relies on it for direction as to the extent to which Quorum Cyber may use and process all personal data contained within Customer Data. Quorum Cyber shall not be liable for any claim brought by a data subject arising from any action or omission by Quorum, to the extent that such action or omission resulted from the Customer's instructions.

LIMITATION OF LIABILITY

8. LIMITATION OF LIABILITY

- 8.1. Quorum Cyber shall not be liable for any claims, losses, liabilities, expenses or damages arising from:
- (i) any damage caused by errors or omissions in any information or instructions provided to Quorum Cyber by the Customer in connection with the Services, or any actions taken by Quorum Cyber at the Customer's direction; or
 - (ii) negligence on the part of any person other than Quorum.
- 8.2. Neither party shall be liable for any special, indirect, incidental, consequential or exemplary loss or damage, including loss of profit, business, contracts or goodwill or increased costs of working, whether notice of the

likelihood of such damage is given to a party and whether arising, without limitation, through breach of contract, negligence, strict liability in tort, warranty, or statutory duty, which that party may sustain in connection with the Agreement .

- 8.3. Subject to Condition 8.4 below, Quorum's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount paid by the Customer for the Services under the relevant Services Confirmation during the twelve (12) month period preceding the date on which the claim arose, and where no Services have been provided, the total liability shall be capped at £1,000.
- 8.4. Nothing in these Conditions shall limit or exclude either party's liability for: (i) personal injury or death resulting from its negligence or that of its employees; or (ii) any other liability which cannot be limited or excluded by law. Quorum's liability shall not be limited for any loss caused to the Customer arising directly from Quorum's breach of Conditions 7 (Customer Data), 9 (Confidentiality) or 11.3 (Intellectual Property Rights).

CONFIDENTIALITY

9. CONFIDENTIALITY

- 9.1. Each party undertakes that it shall not at any time during this Agreement and for a period of two years after termination or expiry of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients, or suppliers of the other party, except as expressly permitted herein.
- 9.2. Each party may disclose the other's Confidential Information:
- (i) to its employees, officers, representatives, contractors, subcontractors or advisers ("Representatives") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement, subject to those Representatives entering into confidentiality agreements on terms no less protective than those herein;
 - (ii) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 9.4. Notwithstanding the foregoing, Quorum Cyber shall be entitled to reference on its website and in marketing materials that it provides services to the Customer and display the Customer's logo within such references.

EMPLOYMENT

10. EMPLOYMENT

- 10.1. The Customer and Quorum Cyber agree that it is not their intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any other associated Transfer of Undertakings (Protection of Employment) legislation should apply to the Services provided by Quorum Cyber (including, for the avoidance of doubt, on termination or expiry of all or part of the Services (howsoever arising and including termination in breach by either party)). Accordingly, Quorum Cyber shall indemnify and keep fully and effectively indemnified on demand the Customer (and any replacement supplier) against any claims, actions, proceedings, settlement and all loss, liability, damage, costs, charges and expenses suffered or incurred by such indemnified which arise out of or in connection with any claim (including claims for redundancy, unfair and wrongful dismissal) by or in respect of employees or former employees of Quorum Cyber or its agents in relation to any employment matter where such liability arises on termination of this Agreement (howsoever caused) or where such claims arise as a result of any breach of obligations (whether contractual, statutory,

at common law or otherwise) or negligence of Quorum Cyber or any of its employees, agents or sub-contractors.

INTELLECTUAL PROPERTY RIGHTS

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All Intellectual Property Rights in the Services are owned by, or validly licensed to, Quorum. Such rights are licensed to the Customer for the duration of the Services under each Services Confirmation and solely to the extent necessary to use the Services and for no other purpose.
- 11.2. In relation to materials owned by Customer, the Customer and its licensors shall retain ownership of all Intellectual Property Rights in such materials, and grants Quorum Cyber a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify such materials for the Term solely for the purpose of providing Services to the Customer.
- 11.3. Quorum Cyber warrants that the receipt and use of the Services by the Customer shall not infringe the Intellectual Property Rights of any third party.

TERMINATION

12. TERMINATION

- 12.1. Without prejudice to any other rights or remedies to which each party may be entitled, a party may terminate the Agreement without liability to the other party if:
 - (i) the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (ii) the other party becomes insolvent and no notice to prevent termination under this condition is received pursuant to s223B of the Insolvency Act 1986 or;
 - (iii) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.2. On termination under Condition 12.1 of the Agreement or following completion of all Services Confirmations:
 - (i) the Services under all Services Confirmations shall terminate automatically; and
 - (ii) the Customer shall immediately pay to Quorum Cyber all of Quorum's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Quorum Cyber may submit an invoice, which shall be payable immediately on receipt.
- 12.3. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 12.4. Termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 12.5. Quorum Cyber may terminate this Agreement by giving the Customer written notice if there is a change of control of the Customer, where "control" means in relation to an entity, holding, directly, or indirectly, a majority of the voting rights in it, or the power to direct or cause the direction of its management, policies or operations (whether through holding of voting rights, by contract or otherwise), provided that such notice may only be given within thirty (30) days of such change of control occurring or of Quorum Cyber receiving written notification of it from the Customer, whichever is the later.

ANTI BRIBERY

13. ANTI-BRIBERY

- 13.1. Quorum Cyber shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and any related policies of the Customer dealing with such topics as notified to Quorum.

NON-SOLICITATION

14. NON-SOLICITATION

- 14.1. The Customer shall not, without the prior written consent of Quorum, at any time from the Effective Date to the expiry of twelve (12) months after the completion of the Services, solicit or entice away from Quorum Cyber or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Quorum. Any consent given by Quorum Cyber shall be subject to the Customer paying to Quorum Cyber a sum equivalent to 20% of the then current annual remuneration of Quorum Cyber employee or sub-contractor. This restriction shall not prohibit Customer from: undertaking mass media advertising not specifically directed towards any such person; or (ii) employing or hiring any person: (i) who responds to any general solicitation, search or advertisement; (ii) who contacts the Customer or any of its representatives on his/her own initiative without any direct or indirect solicitation or encouragement from the Customer; or (iii) whose employment or engagement with the Quorum Cyber is terminated by Quorum.

GENERAL

15. GENERAL

- 15.1. **Entire Agreement:** The Agreement shall be governed in all respects by these Conditions. Quorum Cyber shall not be bound by any terms or conditions set out in any other order form, documents or correspondence of the Customer. These Conditions shall supersede and prevail over any other terms and conditions stipulated or referred to by the Customer, and no addition, alteration or substitution of these Conditions will bind Quorum Cyber or form part of any Agreement, unless expressly accepted in writing by an authorised officer of Quorum.
- 15.2. **Force Majeure:** Quorum Cyber shall not be responsible or liable for any loss or damage whether direct, indirect or consequential, arising from any delay or default in the performance of any of Quorum's obligations in terms of these Conditions where such delay or default arises as a result of any circumstances or conditions beyond the reasonable control of Quorum. Quorum Cyber shall be entitled to terminate the Agreement without liability to the Customer in the event that the ability of Quorum Cyber to deliver the Services is delayed, hindered or prevented by circumstances beyond its reasonable control.
- 15.3. **Waiver of Rights:** No failure or delay by Quorum Cyber to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, and the single or partial exercise of such right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy.
- 15.4. **Invalidity:** The invalidity in whole or in part of any of these Conditions shall not affect the validity of any other provision.
- 15.5. **Severability:** Each of these Conditions shall be separate and severable and shall be enforceable accordingly.
- 15.6. **Relationship of Parties:** Nothing in these Conditions and no action taken by the parties pursuant to these Conditions shall constitute or be deemed to constitute a partnership or joint venture between the parties, or shall constitute either party as the agent, employee or representative of the other party. The parties to the Agreement are independent parties.

- 15.7. **Third Party Rights:** No term of these Conditions shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).
- 15.8. **Notices:** Any notice required to be given, shall be deemed to have been served (i) forty-eight (48) hours after time of posting if sent by first class or prepaid UK post or (ii) at the time of delivery, if delivered personally or by commercial courier or (iii) at 9am the next business day if sent by e-mail.
- 15.9. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed signature page electronically or via email shall take effect as the transmission of an execute “wet-ink” counterpart of this Agreement.

GOVERNING LAW AND JURISDICTION

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Conditions and any other provisions which constitute an Agreement between the parties in relation to the supply of the Services shall be governed by and construed in all respects in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts for the determination of any question or dispute between them.
- 16.2. Prior to raising any court proceedings in relation to a dispute relating to the Agreement (“Dispute”) the parties will use reasonable endeavours to resolve the Dispute by such alternative dispute resolution procedure as recommended to the parties by the Centre for Dispute Resolution, provided that the right to issue proceedings is not prejudiced by a delay.