# SERVICE SCHEDULE

## COMPLIANCE AND ID CHECKING SERVICE

### BETWEEN:

| | |
|---|---|
| Tifo | PAYSTREAM ACCOUNTING SERVICES LIMITED TRADING AS TIFO<br>Company Number: 07598955<br>Registered Office: Mansion House, Manchester Road, Altrincham WA14 4RW |
| Client | Company Name:<br>Company Number:<br>Registered Office: |
| Tifo Contact | Name: John Morris<br>Position: Head of Tifo<br>Number: 07707 171 017<br>Email: John@tifo.team |
| Client Contact | Name:<br>Position:<br>Number:<br>Email: |

### BACKGROUND

(A) The parties have entered into a services agreement with the reference stated above (the Agreement).

(B) Tifo has agreed to provide the Client with services pursuant to the Agreement in accordance with this Service Schedule.

### SERVICE PARTICULARS

| | |
|---|---|
| Initial Term | Thirty-Six (36) months from the Live Date |
| Implementation Charges | £ |
| {Annual/Monthly} Charges | |
| Utility Charges | £1.50 per [Compliance Case] in relation to which the Client uses the Service above the included [xxxx] cases per [year/month] |

## SIGNATURE

The parties hereby agree to the terms of this Service Schedule (including the Service Particulars) as set out herein.

| Signed for and on behalf of TIFO | Signed for and on behalf of the CLIENT |
|---|---|
| ..... | ..... |
| Name:..... | Name:..... |
| Position:..... | Position:..... |
| Date:..... | Date:..... |

## TERMS AGREED

1. Definitions

In this Service Schedule, in addition to the definitions in the Agreement, the following terms shall have the following meanings:

| | |
|---|---|
| Additional Charges | the additional charges as set out in Annex C of this Service Schedule; |
| [Annual/Monthly] Charges | shall have the meaning given above; |
| Commencement Date | the earlier of: (i) the date on which the last of the parties signs this Service Schedule; and (ii) the date on which Tifo commences implementation or the provision of the Service; |
| Compliance Case | The creation of a configurable workflow that allows the Client to perform a check, or series or checks on an individual (such as a Contractor) or a limited company and as further described in Annex A. |
| Contractor | an individual recruited by the Client to provide labour or services to the Client's customers ("Customers"); |
| Implementation Charges | shall have the meaning given above; |
| Implementation Plan | shall mean that as set out in Annex D; |
| Initial Term | shall have the meaning given above; |
| Live Date | shall have the meaning given to it in the Definitions and Interpretation clause of the Hosted Services Agreement; |
| Tests | any implementation tests or checks as are set out in the Implementation Plan; |
| Third Party Charges | the third party charges for usage of the Service as set out in Annex C of this Service Schedule and as are updated and supplemented from time to time by Tifo; and |
| Utility Charges | shall have the meaning given above. |

2. Commencement and Duration

2.1 This Service Schedule shall commence upon the Commencement Date and shall continue for the Initial Term and thereafter until terminated in accordance with this Service Schedule or otherwise in accordance with the Agreement.

2.2 Either party shall be entitled to terminate the Services and this Service Schedule upon giving not less than ninety (90) days' notice to the other party, such notice not to expire prior to the end of the Initial Term.

3. Service Description

Annex A of this Service Schedule sets out a description of the Service.

4. Testing

4.1 Where, in accordance with the Implementation Plan, Tests are required to be undertaken to confirm the successful implementation of the Service, the Client shall be provided with such access to the Service (or the relevant part of it) to the extent necessary for the purpose of undertaking the Tests.

4.2 The Client shall carry out the Tests in accordance with the Implementation Plan. The Client shall notify Tifo as soon as it becomes aware of any issues and shall provide Tifo with full written details of the same within seven (7) days of completion of the Tests.

4.3 If the Tests demonstrate that there are any issues which would have a material detrimental impact on the Service, Tifo shall, acting reasonably, develop and implement a correction plan as soon as reasonably possible to seek to ensure resolution of any such issues prior to the Live Date and the Client shall co-operate with Tifo in good faith and shall promptly carry out its obligations under any such correction plan.

5. Service Levels

Tifo shall provide the Service in accordance with the Service Levels set out in Annex B of this Service Schedule.

6. Service Credits

Any service credits payable in accordance with Annex B of this Service Schedule shall be the Client's exclusive remedy in respect of any failure to provide the Service in accordance with any Service Levels.

7. Client Responsibilities

7.1 It is the sole responsibility of the Client to determine whether a Service fulfils any legal or contractual requirements which apply to the Client, and/or the Client's Customers.

7.2 The Client shall ensure that:

(a) All information which is required by Tifo under or in connection with this Agreement is complete and accurate and supplied to Tifo within the reasonable timeframe set by Tifo;

(b) Tifo's access to and/ or use of any software, systems, networks, communications links, hardware, information and/ or materials as is required under or in connection with this Agreement will not infringe the rights of any third party (including Intellectual Property Rights);

(c) The Client adheres to its obligations in respect of the Data Protection Legislation;

(d) The Client adheres to any Third Party Special Terms set out in Annex E applicable to the checks performed under the Compliance Cases in connection with the Service; and

(e) Where Disclosure and Barring Service ("DBS") and/or Disclosure Scotland ("DS") checks are required, the Client adheres to its obligations set out in Annex F.

7.3 The Client agrees on reasonable notice to submit to audits for the purpose of Tifo ensuring the Client's compliance with the Client Responsibilities under this Agreement. Furthermore, the Client may be required to provide additional confirmation in writing that it has complied with its obligations under Service Schedule clause 7.2(e) where requested to do so by Tifo within 28 days, and understands that not doing so may prevent a DBS and/or DS check from being completed.

8. Charges and Payment

8.1 Tifo shall be entitled to invoice the Charges as follows:

(a) the Implementation Charges, at any time following the date on which the Agreement is signed by the Client;

(b) the [Annual/Monthly] Charges, in arrears:

(i) in respect of the first payment of the [Annual/Monthly] Charges, a pro-rated amount at the end of the calendar month following the Live Date; and

(ii) in respect of each payment of the [Annual/Monthly] Charges thereafter, the full the [Annual/Monthly] Charge at the end of each calendar month thereafter

(c) the Utility Charges, Third Party Charges or Additional Charges, in arrears following the end of the month in which such Charges are incurred.

8.2 All invoices shall be payable within 28 days.

8.3 The Client shall not be permitted to use the Service in a live, business as usual environment unless the Client has made payment of the Implementation Charges in full.

All payments shall be taken by Direct Debit.

8.4 Tifo will regularly review the Charges, including in relation to volumes, hosting and Client specific operating costs. Tifo retains the right to increase or decrease the Charges (which shall include the [Annual/Monthly] Charges) for each Service on not less than thirty (30) days' prior written notice.

8.5 Notwithstanding clause 8.4, on 1st April that follows a Commencement date and where that Commencement Date is dated at least three months prior to 1st April, and on every subsequent 1st April each year thereafter ("Review Date"), Tifo shall adjust any Charge under this Agreement in accordance with following, published by the relevant UK government authority:

(a) Consumer Price Index ("CPI") – The percentage change in the CPI for the 12-month period immediately preceding the Review Date; or

8.6 Any adjusted Charge in accordance with clause 8.5 shall be determined by multiplying the previous Charge amount by a fraction where the numerator is the most recent index figure (CPI) published immediately prior to the Review Date, and the denominator is the index figure from the previous year.

8.7 In the event that the CPI reflects a negative change, no Charge shall decrease and will remain at the Charge in place prior to the Review Date, subject to clause 8.4

# ANNEX A

## SERVICE DESCRIPTION

## Comply:

### Platform

Tifo will provide the Client with a compliance platform hosted in a UK-based Azure data centre. The platform will allow the Client to create Compliance Cases which shall be accessible by the Client via a portal, and allow the Client to undertake checks on individuals, including third party checks through integrated APIs with Tifo's chosen third party providers (who may be selected, removed or replaced only in accordance with clause 13.2 (f) of the Hosted Services Agreement.

- Dashboard: The portal dashboard will show:
    - The progress of each Compliance Case undertaken by the Client's Customers, Client branches and the Client's staff members;
    - Expiring checks and documents; and
    - Ending placements.

- Profiles: The portal will allow configurable Compliance Cases to enable bespoke checks in accordance with the requirements of the Client and/or their Customers:
    - This includes the ability to verify eligibility to be placed on site by manual document upload or through integrated APIs;
    - The 'Compliance Builder' provides the Client with the flexibility to gather information with regards to their job offers;
    - References can be customised to gather the information for a period of time set by the Client or Customer with relevant gaps explained as required. The Client has the option to review the reference request prior to it being sent to the referee; and
    - Collect data and electronic signatures.

- Compliance Case Workflow: The workflow of a Compliance Case shall include:
    - A readable workflow per Contractor for the Client to track progress;
    - Data entry by the Client, by Contractor or via a third party as determined by the Clients;
    - Auto reminders to prompt actions by Contractors and referees;
    - Priority or due date settings on assigning a Compliance Case to assist the business with prioritising workload.
    - Manual process so the Client stays in control of validating documents prior to issuing a contract; and
    - Audit tracking.

- MI Reporting: From the dashboard, the graphs will show:
    - The top performing Customers with the number of completed Compliance Cases;
    - The top performing staff members;
    - The top performing departments;
    - Contractor usability feedback reports via case evaluation;
    - Tracking of the number of Contractors and Compliance Cases created and completed over a user-determined time frame;
    - Documents or checks nearing expiry to serve as a reminder to chase the Contractor to ensure continued compliance; and
    - Bespoke MI reports can be written on request.

- Other reports: within the standard application the following reports are available:
    - Sales opportunity reports on supplied referees;

- Duplicate NI number report;
- Incomplete checks;
- Downloadable audit pack that can be shared with auditors or Customers;
- Login attempts; and
- Email delivery.

- Data Importing: Tifo will provide the option to import Client data, options include:
  - Client's staff members;
  - End Customer details;
  - Contractor details (if there is no API into the CRM system).

- Contractor Portal: The Client will provide a Contractor portal which shall include:
  - Email to each Contractor providing log on details and instructions from a pre-set email address supplied by the Client;
  - Contractor instance of the portal to complete the Compliance Case;
  - Readable workflow to track progress of each Compliance Case;
  - Optimised to fit on mobile devices;
  - Option to add feedback on the system;
  - Option to update personal details during the engagement with the Client; and
  - Option to add documents so that they are accessible to the Contractor via their instance of the portal.

- Referee Portal: Tifo shall provide a third party portal which shall include:
  - Email to each referee providing log on details and instructions from a pre-set email address supplied by the Client; and
  - Option to upload a reference or complete the form.

- Third party Portal: Tifo shall provide a referee portal which shall include:
  - Email to each third party providing log on details and instructions from a pre-set email address supplied by the Client; and
  - Option to complete the Compliance Case on behalf of the Contractor for the Client to review.

- Scheduled jobs: Tifo will provide reminders for uncompleted task which shall include the following:
  - Non-started Compliance Case chase;
  - Incomplete Compliance Case chase;
  - Non-started Compliance Case chase (involving a third party);
  - Incomplete Compliance Case chase (involving a third party); and
  - Non-started Compliance Case regarding a referee chase.

- Implementation (if applicable): Tifo shall provide:
  - An Implementation Plan using Trello detailing tasks, task owners and agreed deliverables;
  - Set up support for the Client for a maximum number of days or cost detailed in the Agreement; and
  - Use of test data set up by Tifo.

- Training and Support: Tifo shall provide:
  - Reasonable support on release of test version and live version;
  - How To Guides available via the Tifo Blog; and
  - IT support as set out in the Service Schedule.

- Branding: The Client can apply the following branding / configuration:
  - Customised logos and colours throughout the portal;
  - Customised logos on outbound emails;
  - Customised email content; and
  - Configurable password policy.

- Security: Tifo shall adopt at a minimum the following security measures:

- Data encryption at rest and in transit;
- Geo-replicated Back-ups;
- Internal system security control - Client can set roles and permission to allow/restrict access to tasks within Tifo.
- Penetration tests performed on all major version releases

# ANNEX B

## SERVICE LEVELS

**1.** Availability

1.1 The target availability uptime for the Service is 99.8% (Availability Target) in each quarter (each a Measurement Period).

1.2 The Service shall only be considered unavailable if it is subject to an urgent or high severity issue in accordance with clause 7 of the Hosted Services Agreement.

1.3 The following shall not be taken into account when calculating the availability uptime of the Service:

(a) any period of planned maintenance not exceeding four (4) hours;

(b) any unavailability which results from:

(i) use of the Service in conjunction with any software, systems, networks, communications links and hardware which is not supplied Tifo;

(ii) any DDOS event, cyber-attack or malicious acts of a third party;

(iii) any other event outside of Tifo's reasonable control; or

(c) any period during which the Client is in breach of clause 5.2 of the Hosted Services Agreement.

1.4 In the event that Tifo fails to achieve the Availability Target in any Measurement Period, the Client shall notify Tifo within thirty (30) days of the end of that Measurement Period.

**2.** Service Credits

For each four (4) hour period of downtime during a Measurement Period, Tifo shall provide the Client with credit of 2% of the Monthly/Annual Charges applicable to that Measurement Period, calculated on a pro-rata basis, up to a maximum of 25% of the Monthly/Annual Charges applicable to that Measurement Period.

# ANNEX C

## ADDITIONAL / THIRD PARTY CHARGES AND SUB-PROCESSORS

### 1: Additional development work

| | Day rate | Description |
|---|---|---|
| Bespoke Development | | Any bespoke development requested, including but not limited to API development and testing, custom web form creation and branding.<br><br>Available on request and subject, in addition, to the Bespoke Development Support Monthly Charge |
| Expenses | | Cost of reasonable expenses incurred by Tifo in connection with the implementation and/or provision of the Services. |
| Additional MI Reporting | | Additional MI Reporting (not currently included as per Annex A). |
| Onsite training (which does not include the Implementation Day) | | On site, in person training. |

### 2: Agency Support (weekdays 9am – 5.30pm except bank holidays)

| Level | Monthly Charge | Description |
|---|---|---|
| Professional | | In-app knowledge base and ticketing system for agency support. |
| Enhanced | | Telephone & email agency support, priority SLA. Available on request. |

### 3: Admin fee for DBS & DS checks:

| | Fee |
|---|---|
| DBS/DS Admin fee for Basic/Level 1 applications | £xx.xx |
| DBS Admin fee for Standard /Enhanced applications | £xx.xx |

### 4: Third Party Charges

Tifo has processing arrangements in place with sub-processors to carry out checks as described below.

Sub-processors:

| Sub-Processor | Address | Purpose | Data residence |
|---|---|---|---|
| Microsoft | Microsoft Campus<br>Thames Valley Park<br>Reading<br>RG6 1WG | Cloud provider for processing and storage | UK |
| Akamai | 7 Air St, London W1B 5AD | Web App Firewall | *N/A* |
| Accusoft | 7 Bell Yard, London, WC2A 2JR | Document/image rendering | UK |
| Loqate | Part of GB Group below | Postcode lookups | UK |
| GB Group | The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211 or the GBG Group Company. GBG's Group Companies include:- IDscan Biometrics Limited; Postcode Anywhere Holdings Limited; PCA Predict Inc; Loqate Inc; GBG Dectech Solutions S.L.; GBG Dectech Sdn.Bhd and GBG Dectech Pty. | ID services | UK |
| Experian | The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, Nottinghamshire, NG80 1ZZ, company registration number 00653331. | International checks, Adverse Financial | Eire |
| Konfir | 2 Swan Ln, London EC4R 3AD | Instant Employment References | UK |
| Sterling Risq | AIM SCREENING PTE. LTD. ("Sterling RISQ") 100 Tras Street, #16-01 100AM, Singapore 079027 (UEN UEN200805880G)" | International checks | Singapore |
| Trust ID | The Blade, Abbey Street, Reading, England, RG1 3BA, company registration number 05953015 (and a further sub-processor where Politically Exposed Person (PEP) & Sanction screening or Electronic identity verification (IDV) services are utilised: LexisNexis Risk Solutions UK Limited. | Right to work checks | UK |
| Sendgrid (owned by Twilio) | 3 DUBLIN LANDINGS DUBLIN 1 D01C4E0 CO DUBLIN | Tifo Email service | UK |
| First Advantage | Standard Court Park Row, Suite 203, Nottingham, United Kingdom, NG1 6GN | DBS/DS applications | UK |
| Kingsbridge | 9 Miller Court, Severn Drive Tewkesbury Business Park, Tewkesbury, | Limited company insurance quotes | UK |

| | | | |
|---|---|---|---|
| | Gloucestershire, GL20 8DN | | |
| DBS/DS | DBS: 52 Grosvenor Gardens, London SW1W 0AU<br><br>DS: 1 Pacific Quay, Glasgow, G51 1DZ | Disclosure checks | UK |
| Recite Me | Baltimore House, Baltic Business Quarter,<br><br>Gateshead, Tyne and Wear, NE8 3D | Real-time language translation service | UK? |

DBS / DS Checks:

| DBS / DS Check level | Fee | Description |
|---|---|---|
| DBS Basic | £X.XX | The basic check can be used for any position or purpose. A basic certificate will contain details of convictions and cautions from the Police National Computer ("PNC") that are considered to be unspent under the terms of the Rehabilitation of Offenders Act (ROA) 1974. |
| DS Level 1 | £X.XX | A DS Level 1 disclosure is the most common and lowest level of disclosure available in Scotland. It includes information on any 'unspent' convictions the person has. Any person can request a basic disclosure. |
| DBS Standard | £X.XX | The standard check is available for duties, positions and licences included in the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975.<br><br>A standard level certificate contains details of all spent and unspent convictions and adult cautions from the PNC which have not been filtered in line with legislation. |
| DBS Enhanced | £X.XX | The enhanced check is available for specific duties, positions and licences included in both the Rehabilitation of Offenders Act 1974 (Exceptions Order 1975) and the Police Act 1997 (Criminal Records) regulations.<br><br>An enhanced level certificate contains the same PNC information as the standard level certificate but also includes a check of information held by police forces. |
| DBS Enhanced with Barred Lists | £X.XX | The enhanced check with barred list check(s) is only available for those individuals who are carrying out regulated activity and a small number of positions listed in Police Act 1997 (Criminal Records) regulations. |

| | | |
|---|---|---|
| | | An enhanced level certificate with barred list check(s) contains the same PNC information and check of information held by police forces as an enhanced level check but in addition will check against the children's and/or adult's barred lists. |

The Client hereby grants Tifo with a general authorisation to engage sub-processors in order to provide the Services.

# ANNEX D

## Implementation Plan

<table>
<tr><th colspan="2">Implementation</th></tr>
<tr><td>Specification</td><td>Standard functional setup of one tifo Comply platform and the branding in respect of the Client.</td></tr>
<tr><td>Documentation</td><td>
<table>
<tr><th>Task</th><th>Quantity</th></tr>
<tr><td>Implementation Workshop</td><td>1</td></tr>
<tr><td>Implementation Delivery Plan</td><td>1</td></tr>
<tr><td>Test Environment Setup</td><td>1</td></tr>
<tr><td>Test Environment Configuration</td><td>1</td></tr>
<tr><td>Live Environment Setup</td><td>1</td></tr>
<tr><td>Live Environment Configuration</td><td>1</td></tr>
<tr><td>Site Branding</td><td>1</td></tr>
<tr><td>Compliance Profiles build support</td><td>5</td></tr>
<tr><td>Email Template Customisation</td><td>16</td></tr>
<tr><td>Implementation Support</td><td>12 hours</td></tr>
<tr><td>General User Training</td><td>2 hours</td></tr>
<tr><td>Admin User Training</td><td>4 hours</td></tr>
</table>
</td></tr>
<tr><td>Further Information</td><td>Implementation delivery plan and timeline to be agreed by both parties. Tifo recommends allowing 12 weeks for the functional delivery & collaborative setup of the Tifo Comply platform in the interests of capacity management on the client side, & also advise to allow contingency in the timeline against the technical integration delivery. Tifo will have a minimum of one call a week scheduled to catch up on actions and ensure the project is on track.<br><br>Regarding profiles, the goal is to show you how profiles are built and ensure that you have the internal capabilities to be able to support additions and amendments moving forwards.</td></tr>
</table>

| Integration | |
|---|---|
| Specification | |
| Documentation | |
| Further Information | |

| Development | |
|---|---|
| Specification | |
| Documentation | |
| Further Information | |

# Annex E

## Third Party Special Terms

**Konfir screening product:**

The Client agrees to adhere to the following Third Party Special Terms flowed down from the agreement between Tifo and Konfir (UK) Limited in respect of the Konfir screening product:

The parties acknowledge that the software or services provided by the Reseller to You are or contain software or services in which the Intellectual Property Rights are owned by a third party, Konfir (UK) Limited("Konfir"), which You are granted access to in accordance with the terms of Our agreement with the Reseller (the "Agreement") and the additional terms set out below ("these terms"). To the extent of any inconsistency, these terms shall take precedence as they relate to the Konfir software or services.

**1.** Access Grant. Subject to clauses 4 below, during the Term, and subject to payment of all fees and charges, We grant to You a non-exclusive, non-transferable, irrevocable right to access the Services, during the Term, solely for Your internal business purposes and the Permitted Purpose. The access grant is personal to You and You must not attempt to transfer the right to any third party, including an affiliate. You must only access and use the Services in accordance with (i) Our Agreement with the Reseller; (ii) these terms. We reserve all other rights not expressly granted herein.

**2.** Disclosure of Your Verifications

2.1. The Services enable You to request Verifications from data sources and for other organisations to request Verifications from You and are designed to disclose Verifications and other information (such as messages, links or other posts) to:

(a) organisations from whom You have requested Verifications; and

(b) organisations that request Verifications from You and are permitted to receive them.

2.2. End Users may also receive Verifications and other information (such as messages, link or other posts) where they are required to authorise the disclosure of such information.

**3.** Konfir's right to use Your information.

3.1. The Services enable You to request Verifications from data sources and for other organisations to request Verifications from You and is designed to disclose Verifications and other information (such as messages, links or other posts) to third parties. You grant to Konfir:

(a) a non-exclusive licence (including the right to sub licence third parties) to use the Verifications, and other information that You provide, during the Term as necessary to perform the Services and any features or services connected with the Services that You request from Konfir (via the Reseller) from time to time;

(b) permission to disclose the Verifications and other information that You provide to Your End Users and to other organisations where You or Your End Users authorise or request Konfir to do so using the available functionality; and

(c) the right to retain Client Data for the duration of the Term and to use the Client Data for the purposes of Konfir providing the Services to You and Your End Users (through the Reseller), and to improve and enhance the Konfir Services.

3.2. You guarantee that You have the right to allow the Reseller and Konfir to make such disclosures of the Verifications and other information, even if third parties such as data sources have rights in and to the Verifications or other information uploaded on or transmitted to Konfir (via the Reseller).

**4.** Conditions of Use

4.1. Any individual who is the subject of Your Verification request ("End User") must accept Our End User Terms of Use available on Our website, as updated from time to time ("End User Terms of Use").

4.2. You must not misuse the Services. In particular, You must not:

(a) use the Services for any purpose other than the Permitted Purpose;

(b) use the Services for any fraudulent or unlawful purpose;

(c) impersonate any person, to create a false identity, or to falsely state or otherwise misrepresent Your identity or Your affiliation with any person;
(d) upload or transmit anything that is obscene, defamatory, abusive, threatening or that infringes any other person's rights;
(e) request Verifications for information where You do not have a lawful purpose for doing so or request information in excess of what is required to achieve Your lawful purpose;
(f) disclose information using the Services that You are not entitled or do not have consent to disclose (such as confidential information of others);
(g) disclose, upload or request information on any individual which constitutes "special category personal data" under Article 9 of the GDPR, being personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;
(h) disclose, upload or request information which is covered by Article 10 of the GDPR, being personal data, which relates to criminal convictions and offences (including alleged offences) or related security measures by any individual; or
(i) amend or alter any Verifications without the consent of the person who was responsible for creating it.

4.3. You must not infringe Our rights. In particular, You must not:
(a) copy, modify, adapt, translate or create derivative works of the Platform or the Services or any information, content, material or data made available via the Konfir Services except as expressly permitted by these Terms;
(b) use the Services to build a new product, service, or platform that competes with any part of the Services, and You acknowledge that this is a usual covenant within Konfir's field of activities and is reasonably necessary to protect Konfir's legitimate business interests.

4.4. We may temporarily or permanently limit or restrict Your access and use of the Services if We consider that:
(a) You have breached, or We reasonably suspect You have breached, any provision of the Agreement; or
(b) it is reasonably necessary in response to actual or perceived security threat to the Services.

**5.** Use of Marks. You grant the Reseller and Konfir permission to use Your logo and trademarks in the user journey, on emails and SMS messages to users, on FAQ pages and in marketing materials and the Reseller and Konfir may disclose that You are a user of the Konfir Services. Your trademarks and logos will remain, as between You and the Reseller/Konfir, Your sole and exclusive property.

**6.** Your Responsibilities. At all times during Term You must: (i) comply with all applicable laws, including Data Protection Laws in Your use of the Services; (ii) comply with Your privacy policy, (iii) only retain copies of the Verification result in compliance with all applicable Data Protection Law, and (iv) not disclose the Verification result to any third party.

**7.** Ownership. Konfir and/or its suppliers retain all right, title and interest in and to (i) the Konfir software and Services (including all improvements, enhancements, or modifications to the Konfir software and Services); (ii) any software, applications, inventions or other technology developed in connection with provision of the Services or support; (iii) content or materials created while providing the Konfir software and Services; and (iv) all Intellectual Property Rights in or related to anything referred to in paragraphs (i) to (iii) above. The Reseller or Konfir may solicit you, or End Users for feedback regarding the Konfir software and Services, including without limitation comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Konfir software and Services (collectively "Feedback"). You agree that any information disclosed by the Reseller or Konfir during the discussion related to Feedback shall be considered the disclosing party's Confidential Information. Feedback incorporated into any Konfir software and Services, and materials are hereby irrevocably assigned to Konfir, where applicable, as well as any of the modifications, or extensions of the above, whenever or wherever developed.

**8.** No warranty or representation. To the maximum extent permitted by applicable law, we make no other warranty, representation or guarantee, whether express or implied:
a. As to the usefulness of the services or materials, nor any of the products and services promoted on the website or app or via linked websites or communicated to you by us;
b. As to the appropriateness of the services (or their output) provided to you by us or our employees, contractors, agents or representatives;

c. As to the quality, accuracy, reliability, currency, performance, completeness or fitness for purpose of any part of the services, the website, the app, the materials and other information communicated to you by us or our employees, contractors, agents or representatives;
d. That use of the website, the app, or the services will be uninterrupted;
e. As to the results that may be obtained from use of the services; or
f. That the website, the app, the materials or the facilities that make the website, the app and the materials available, will not cause damage, or are free from any malicious code or any other defects or errors.
g. The sole and exclusive remedy for breach of any express or implied warranty or conditions that cannot be excluded is restricted, at our option, to:
    ii. The re-supply of the relevant services;
    iii. The cost of the re-supply of the relevant services; or
    iv. The proportional amount paid by you in respect of the relevant goods or services.

**9.** Term & Termination.

(a) The access right granted herein shall remain for the duration of the Agreement, unless terminated earlier in accordance with this clause. In addition to any termination rights set out in the Agreement, We may immediately terminate Your access to the Services provided hereunder if You fail to comply with any terms of the access grant herein.

(b) On termination or expiry of the Agreement or these terms:

(i) the access right granted herein will automatically terminate;

(ii) Your right to use and access the Services will cease immediately:

(iii) You must cease all use of the Services and any related materials;

(iv) You are required to delete the Services and any related materials made available to You under our Agreement with You or these terms from Your systems as applicable (including any third-party systems operated on Your behalf) and, if requested by us, provide written certification to us that You have done so at our request; and

(v) You undertake not to attempt to access the Services, or any data stored in the Services, any related materials, the Website, or the App after the date of termination.

**10.** Definitions.

All terms not defined in these Terms shall have the meaning given to them in the Konfir Organisation Terms of Use.

“Client Data” means any data provided by You to Konfir (or Us) or input by You into the Services.

“End User” means any individual who is the subject of Your Verification request.

“Konfir” means Konfir (UK) Limited.

“Konfir Organisation. Terms of Use” mean the organisation terms of published on Konfir’s website, as updated from time to time.

“Permitted Purpose” means use the Services within the HR Services Market only (which shall be defined as the activities involved in confirming and providing insights on a natural person’s current work history as part of a direct or indirect recruitment, re-screening, onboarding process or any other employment or hiring process.)

“Reseller” means Tifo.

“Services” means (under Annex E) services supplied by Konfir under their screening product.

“Term” means the duration of Your agreement with Tifo for the Konfir screening product.

“Verification” means the verification produced by Konfir and provided by Konfir to You as part of the Konfir screening product.

“We”, “Us” or “Our” refers to KONFIR (UK) LIMITED.

“You” or “Your” refers to the Client.

Trust ID products

The Client agrees to adhere to the following Third Party Special Terms flowed down from the agreement between Tifo and TrustID Limited (“Supplier”) in respect of their cloud identity checking services (“Services”):

The Client shall:

(a) co-operate with the Supplier in all matters relating to the Services as the Supplier may reasonably require;
(b) obtain, maintain and execute all necessary equipment, third party licences or agreements and consents and any other licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
(c) grant the Supplier the right to share any data, including personal information, contained in a scanned document with relevant third parties but only to the extent that it is necessary to do so to provide any third party validation checks requested by Tifo.
(d) grant the Supplier the right to retain and share with relevant third parties including the Metropolitan Police (or other UK police authority) and regulatory bodies, any data in relation to compromised documents and related Metadata to the extent the Supplier has a legal obligation to do so, such right to continue after termination of this Contract;
(e) notify the Supplier as soon as it becomes aware of any unauthorised use of the Service by any person;
(f) keep the login details and passwords provided by the Supplier confidential and secure;
(g) not permit any third parties to become aware of the login details;
(h) Tifo shall maintain the platform used by the Client to connect to the Services and the Client acknowledges that the Supplier will have no liability for any failure to receive the services or diminishment in the Services caused by that platform;
(i) accept responsibility for the selection of the Services and the extent of the Services to achieve its intended results and acknowledges that the Services have not been developed to meet the individual requirements of the Client;
(j) accept responsibility for Service failures which arise as a result of any third party equipment, software or hardware owned or licenced by the Client; and
(k) ensure it is fully and lawfully entitled to collect, process and transfer personal information to the Supplier for the purposes of the Services including without limitation providing appropriate privacy notices and ensuring there is a lawful basis or bases for both Tifo and the Supplier to process personal information in accordance with all applicable laws.

The Client acknowledges:

(a) that the Services as delivered by the Supplier incorporate data, materials and functionality made and delivered by third-party suppliers to the Supplier on the basis of their terms and conditions incorporated into this Agreement and accept those third-party terms and conditions as set conditions as part of the delivery of the Services by the Supplier;
(b) that any third-party suppliers own and retain all proprietary right, title and interest in their products and any technical documentation or other materials relating to their products including without limitation any and all copyrights, patents, trademarks, tradenames and other intellectual property rights embodied in or used in connection with their product documentation and materials and including without limitation any modifications, enhancements, translations, localisations or other derivative works thereof made by the third-party's suppliers;
(c) may not use all or any of the products, Services, data or any other data or results provided by the third-party suppliers to train or test directly or indirectly or either by itself or through a third-party any machine learning or artificial intelligence technology or process;
(d) subject to any contracted exceptions the Client may only use the Service for the identity verification of its own customers, consumer or business customers and not sell or transfer any results to any other third-party except for regulators who have made a lawful request to obtain results;
(e) that the third-party suppliers and the Supplier may use non personally identifiable data from the Client for its own internal purposes;
(f) that where applicable to undertake the checks, the Client shall be bound by the Customer Obligations in the LexisNexis Risk Solutions Customer Licence Terms which can be viewed here https://www.trustid.co.uk/lnrscustomer-licence-terms/ ;
(g) Where LexisNexis Risk Solutions (LNRS) (see Third Party Processors link below) is engaged to perform IDV and PEP & Sanction screening, this data is retained by LNRS for 6 years, in line with the maximum time period for bringing contract legal actions, to allow LNRS to defend any such claims; and
(h) the use of third-party processors, the purpose of processing and their location of processing can be viewed here: https://www.trustid.co.uk/processors

Experian

The Client agrees to adhere to the following Third Party Special Terms flowed down from the agreement between Tifo and Experian in respect of any Experian services.
The Client shall:

1. Not, (and not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Experian Materials without the prior written consent of Experian or as otherwise permitted by law;

2. Not (and not allow any third party to) upload any Experian Materials into any third party applications including any artificial intelligence ("AI") technologies including, but not limited to, large language models and generative AI and any other artificial intelligence type technologies.

# Annex F

## DBS & DS Client Obligations

1. Where Disclosure and Barring Service ("DBS") and/or Disclosure Scotland ("DS") checks are required, the Client warrants and undertakes that it is solely responsible for:

   (a) where applicable, manually reviewing in accordance with any government guidelines, policies and/or contractual terms applicable at the time of the check, any relevant documentation to verify the identity and/or right to work of any individual in relation to whom a check is being completed. This includes but is not necessarily limited to, carrying out in-person imposter checks and checks of original documentation whenever required for legal purposes or otherwise (including but not limited to manual verification required for right to work and/or DBS or DS as applicable;

   (b) reviewing and validating any information it provides in relation to DBS and DS applications (including addressing any discrepancies) prior to submission to ensure any and all applications are true, accurate and complete; and where applicable, for selecting the correct level of DBS or DS check (whether Basic, Standard, Enhanced or Enhanced with Barred Lists, or Level 1 in respect of DS) as legally permitted and eligible for the role, job, services or otherwise performed; and for training its own staff on DBS and DS legal requirements and current government guidelines, codes of practice or otherwise;

   (c) providing any individual in relation to whom a DBS or DS check is being completed all necessary information regarding the level of check the Client is requesting to be carried out (whether Basic, Standard, Enhanced, or Enhanced with Barred Lists or Level 1 in respect of DS) and for ensuring that individual is aware of the importance of reviewing and validating any information provided in relation to DBS and DS applications (including addressing any discrepancies) prior to submission to ensure any and all applications are true, accurate and complete;

   (d) ensuring that fair processing statements in compliance with DBS and DS requirements and applicable law are completed by each individual subject to a DBS or DS check. Whilst Tifo (and its subcontractors) may facilitate the obtaining of such fair processing statements for individuals on behalf of the Client, the Client understands and agrees that neither Tifo (nor its subcontractors) has a relationship with the relevant individual and is merely acting as a data processor (as defined in the Data Protection Legislation) of the Client;

2. Where DBS or DS checks are required, the Client acknowledges and agrees that:

   (a) due to the organisation of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records;

   (b) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records;

   (c) due to the organisation of criminal records and/or the nature of the query, there will be instances where identifying information (i) appears to match the applicable individual on which data is sought, (ii) may not pertain to the applicable individual, and as a result the Client shall take, independent verification of the information provided to ensure that it pertains to the applicable individual before any adverse action is taken against the applicant;

(d) the information resulting from a DBS or DS check is secured by and through fallible sources, both human and otherwise, and Tifo cannot guarantee the accuracy and/or completeness of the information furnished;

(e) data otherwise available from public record sources may be suppressed in conformance with applicable data obsolescence laws, Data Protection Legislation and/or third party vendors' policies;

(f) in order to be compliant with certain applicable laws, the Client may be required to verify the accuracy of certain information during a specified time period, and in such case, the Client will be charged the standard fee charged for such verification;

(g) Tifo, or its designee, may conduct periodic reviews of Client's use and receipt of DBS and DS Checks through written requests for information and Tifo may audit the Client's records, processes and procedures related to the same, including performing site visits at the Client's premises if necessary. Client agrees to cooperate fully with all audits and to respond to any audit or information inquiry within 7 days, unless an expedited response is required (due to the request for audit being made by a government agency;

(h) where a data subject (or other authorised party) disputes the disclosure of an electronic result or criminal record information to the Client, the Client will assist Tifo in providing evidence of the express consent of the data subject obtained by the Client; and

(i) it shall indemnify, defend, and hold Tifo (including its subcontractors) harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost, or expense of whatsoever kind and nature, including legal fees, which may be asserted against Tifo (including its subcontractors) or which Tifo (including its subcontractors) may sustain or incur at any time by reason or in consequence of the Client's request for DBS or DS Checks or arising out of or resulting from any misrepresentation or breach by the Client of any provision contained in this Agreement.

3. The Client agrees, in fulfilling its obligations hereunder or receiving, administering or using any disclosure or disclosure certificate information as a part of any DBS or DS Check, that it shall:

(a) provide any information requested by Tifo that the position applied for meets the necessary legal entitlements for the type of disclosure requested. By requesting Tifo to perform a Standard or Enhanced Check on a particular individual, the Client agrees that the job position meets the relevant government agency's eligibility requirements, and that the Client is entitled to ask exempt questions;

(b) adhere to and comply with the Code(s) of Practice of the Government Agencies, as updated from time to time;

(c) ensure that each individual subject to a DBS or DS Check completes all mandatory details requested by Tifo. The Client shall procure that its nominated representative(s) check each submission of information and/or data entry for accuracy and completeness prior to submission to Tifo;

(d) undertake the appropriate identity checks on each individual subject to a DBS or DS Check, using the methodology determined by the relevant government agency, and complete the necessary notification and ID validation forms where applicable;

(e) if appropriate and/or applicable, pass the ID validation details to Tifo, along with a copy of the ID documents and any other requested disclosure;

(f) adhere and comply with all applicable laws, regulations and rules as well as all published government agency requirements, guidelines or stipulations;

(g) comply with a Policy on Secure Storage, Handling, Use, Retention and Disposal of Disclosure and Disclosure Information in accordance with the relevant Government Agency's guidance, a sample of which is available in Annex G, and ensure that disclosure information is not passed to persons not authorised to receive it;

(h) establish a policy on employing ex-offenders

(i) comply with recommendations made by the Tifo; and

(j) shall provide each individual subject to a DBS or DS Check with a link to or a copy of the policies listed in Annex G.

# Annex G

## POLICIES, FORMS AND GUIDELINES FOR DBS AND DS CHECKS

1. Disclosure & Barring Service

   (a) DBS Code of Practice: https://www.gov.uk/government/publications/dbs-code-of-practice

   (b) Guide to Eligibility for Standard certificates: https://assets.publishing.service.gov.uk/media/64a69e22c531eb000c64ff8e/Standards_eligibility_guide__002_.pdf

   (c) Guide to Eligibility for Enhanced Certificates: https://www.gov.uk/government/publications/dbs-workforce-guidance

   (d) Identity Checking Guidelines for Basic Checks: https://www.gov.uk/government/publications/basic-check-guidance-and-policies/basic-check-id-checking-guidelines-from-22-april-2025

   (e) Identity Checking Guidelines for Standard & Enhanced Checks:https://www.gov.uk/government/publications/dbs-identity-checking-guidelines/id-checking-guidelines-for-standardenhanced-dbs-check-applications-from-22-april-2025

   (f) Processing Guidelines for Basic Checks: All Applicants for a DBS basic check should be made aware of these standards and be provided with a copy upon request. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/640155/DBS_Basic_Check_Processing_Standards_v1.0.doc

   (g) Guidance on the Recruitment of Ex-Offenders: All employers must treat Disclosure and Barring Service (DBS) check Applicants who have a criminal record fairly and should not discriminate because of a conviction or other information revealed. The DBS has produced guidance on this matter as follows: https://www.gov.uk/government/publications/recruitment-of-ex-offenders-guidance/recruitment-of-ex-offenders-guidance

   (h) Sample Policy on the Handling of DBS Certificate Information: https://www.gov.uk/government/publications/handling-of-dbs-certificate-information/handling-of-dbs-certificate-information

2. Disclosure Scotland

   (a) Disclosure Scotland Code of Practice: https://www.mygov.scot/disclosure-scotland-code-of-practice

   (b) Identity Checking guidelines: See Code of Practice https://www.mygov.scot/disclosure-code-of-practice

   (c) Guidance for Level 1 Eligibility: https://www.mygov.scot/apply-for-level-1-disclosure

# HOSTED SERVICES AGREEMENT

## BETWEEN:

| | |
|---|---|
| Tifo | PAYSTREAM ACCOUNTING SERVICES LIMITED TRADING AS TIFO<br>Company Number: 07598955<br>Registered Office: Mansion House, Manchester Road, Altrincham WA14 4RW |
| Client | Company Name:<br>Company Number:<br>Registered Office: |
| Tifo Contact | Name: John Morris<br>Position: Head of Tifo<br>Number: 07707 171 017<br>Email: John@tifo.team |
| Client Contact | Name:<br>Position:<br>Number:<br>Email: |

## BACKGROUND

(C) Tifo is a provider of back-office services.

(D) The Client wishes to purchase services from Tifo.

(E) Tifo has agreed to provide the Client with services in accordance with this Agreement.

## SIGNATURE

The parties hereby agree to the terms of this Hosted Service Agreement and Acceptable Use Policy as set out below.

| Signed for and on behalf of TIFO | Signed for and on behalf of the CLIENT |
|---|---|
| ..... | ..... |
| Name: ..... | Name: ..... |
| Position: ..... | Position: ..... |
| Date: ..... | Date: ..... |

## TERMS AGREED

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

| | |
|---|---|
| Acceptable Use Policy | the acceptable use policy as is notified in writing to the Client from time to time, the current version of which is appended to this Agreement; |
| Agreement | this agreement, each document referred to within in it and each Service Schedule; |
| Charges | the charges for a Service as specified in the applicable Services Schedule; |
| Client Information | any data or information which is required by Tifo in order to be able to provide a Service; |
| ConfidentialInformation | any and all information (whether oral, written or in some other tangible or permanent form) disclosed by one party to the other party or that is otherwise obtained by the receiving party under or in connection with a Service and that is marked as confidential or is by its nature is confidential; |
| Client Responsibilities | the responsibilities and obligations of the Client in relation to a Service as set out in any Implementation Plan and the applicable Service Schedule; |
| Data Protection Legislation | means the UK General Data Protection Regulation ("UK GDPR"), the General Data Protection Regulation (EU) 2016/679 as applicable ("GDPR") and any data protection legislation applicable from time to time in the UK including the Data Protection Act 2018; |
| Effective Date | the earlier of: (i) the date on which the last of the parties signs this Agreement; and (ii) the date on which Tifo commences implementation or the provision of any Service; |
| Implementation Plan | a plan for the implementation of a Service setting out the roles and responsibilities of each party and any timescales; |
| Insolvency Event | where a party: (i) makes an arrangement with or enters into a compromise with its creditors; (ii) becomes the subject of a voluntary arrangement, receivership, administration (including the filing of any notice of an intention to appoint an administrator), liquidation or winding up; (iii) is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy; or (iv) is subject to any other similar process or event, whether in the United Kingdom or otherwise; |
| Intellectual Property Rights | any and all intellectual property rights including, without limitation, copyright, unregistered design rights, registered design rights, patents, database rights, registered trade marks, unregistered trade marks, services marks, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kindgom or any other part of the world) together with any and all goodwill and know how relating or attached thereto and all extensions and renewals thereof and the |

| | |
|---|---|
| | right to apply for any of the foregoing; |
| Live Date | the earlier of: (i) the date on which Tifo notifies the Client that a Service is ready to be used or (ii) provided in a live, business as usual environment or (iii) thirty (30) days from [insert date] |
| Service | a service to be provided by Tifo under this Agreement as specified in the applicable Service Schedule; |
| Service Levels | any service levels relevant to a Service as specified in the applicable Services Schedule; |
| Service Schedule | a schedule which sets out the details of a service to be provided to the Client by Tifo and which references this Agreement; and |
| Software | any software used by Tifo or provided to the Client for the purposes of using or providing a Service. |

1.2 In this Agreement, unless the context otherwise requires:

(a) headings are for ease of reference only and shall not affect its interpretation;

(b) references to an statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it; and

(c) any phrase following the words including, includes, in particular, for example or similar, shall be construed as illustrative and without limitation to the generality of the related general words.

2. Commencement and Duration

2.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Agreement.

2.2 Either party shall be entitled to terminate this Agreement on giving not less than thirty (30) days' notice to the other party provided that either:

(a) the parties have not entered into any Service Schedules; or

(b) all Services have been terminated or have expired in accordance with the applicable Service Schedules or otherwise in accordance with this Agreement.

3. Structure and Service Schedules

3.1 Where the Client wishes to purchase any services from Tifo, and Tifo agrees to supply the same, the parties shall seek to agree a Service Schedule. Each Service Schedule shall form part of this Agreement. In the event there is any conflict between the terms of a Service Schedule and the rest of this Agreement, the Service Schedule shall prevail.

3.2 Nothing in this Agreement shall oblige Tifo to provide any services, or oblige the Client to purchase any services, until the parties have entered into a Service Schedule in respect of such services.

3.3 The duration of each Service and applicable Service Schedule and any specific termination rights shall be as set out in the applicable Service Schedule. Termination or expiry of a Service for any reason shall not affect or terminate any other Service which shall continue until it is terminated or expires in accordance with the applicable Service Schedule or otherwise in accordance with this Agreement.

4. Implementation and Configuration

4.1 Where steps are required to implement and configure a Service and in the event that the same has not already been agreed by the parties, Tifo shall, following consultation with the Client, notify the Client of an Implementation Plan.

4.2 Tifo shall use reasonable efforts to comply with any timescales in the Implementation Plan, but the Client acknowledges that such times are estimates only and time shall not be of the essence in relation to Implementation Plan or the provision of any Service.

4.3 Where migration of Client Information is required as part of the implementation and configuration of the Service, the Client shall, in accordance with the Implementation Plan, provide Tifo with:

(a) any Client Information as is requested (including in relation to cleansing, formatting and content) by the date notified to the Client or as otherwise required under the Implementation Plan; and/or

(b) access to software, systems, networks, communications link and hardware as is reasonably requested or required to facilitate successful migration of the Client Information.

4.4 If any testing is required in relation to a Service, this will be as set out in the applicable Service Schedule.

5. Provision of Services

5.1 In consideration of the Client paying the Charges, Tifo shall provide the Client with access to each Service in accordance with the terms of this Agreement from the applicable Live Date.

5.2 The Client shall:

(a) in its request and use of and in accessing each Service, comply with the Acceptable Use Policy and only use each Service in compliance with applicable law and the instructions and guidance provided by Tifo from time to time and for the purpose notified to the Client;

(b) not, except as may be allowed by any applicable law which is incapable of exclusion, attempt to:

(i) copy, duplicate, frame, mirror, modify, create derivative works from or distribute all or any portion of any Service or Software; or

(ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Service or Software; and

(c) not assist any third party in obtaining access to any Service or use any Service to provide services to third parties on a resale basis.

5.3 In the event that the Client commits any breach of clause 5.2:

(a) the Client shall indemnify Tifo for any losses, damages, claims, expenses and costs which is suffered by Tifo as a result of such breach; and

(b) Tifo shall be entitled to suspend provision of all Services.

5.4 If the Client requires any additional work to be undertaken by Tifo in relation to a Service (for example, developments of the Service, training etc.) this shall be subject to the agreement of Tifo and may incur an additional charge.

6. Performance

6.1 Tifo warrants that each Service will be provided:

(a) in accordance with the description in the applicable Service Schedule in all material respects;

(b) using reasonable skill, care and diligence; and

(c) in accordance with applicable law.

6.2 Whilst Tifo will provide each Service in accordance with applicable law, it is the responsibility of the Client to determine whether a Service fulfils any legal requirements which apply to the Client, including under the Immigration, Asylum and Nationality Act 2006.

6.3 The Client acknowledge that Tifo:

(a) does not warrant that any Service will be uninterrupted or error-free;

(b) may undertake maintenance on a Service from time to time, and the Service may be unavailable or degraded during any such period of maintenance. Tifo will seek to give the Client reasonable prior notice of any planned maintenance; and

(c) 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 Client acknowledges that a Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. Support

7.1 Tifo will provide the Client with support in relation to each Service in the form of:

(a) a web-based support platform, which can be accessed at such URL as is notified to the Client by Tifo from time to time

7.2 Support will only be available between the hours of 9.00 a.m. and 5.30 p.m., Monday to Friday, excluding bank and public holidays in England (Support Hours).

7.3 Where the Client experiences an issue with a Service, it shall promptly report this through the Support Desk, following which Tifo shall, acting reasonably, allocate a severity level to the issue.

7.4 Tifo shall use reasonable endeavours to acknowledge notification of any issue and commence identification of the cause, and commence work on a workaround or resolution within the following timescales following notification through the Support Desk. All such timescales shall be calculated based on Support Hours.

| Severity | Description | Timescales |
|---|---|---|
| Urgent | a service-wide serious fault affecting numerous users' use of a Service and no workaround is available | 2 hours |
| High | a serious fault affecting a single user's or small group of users' use of a Service and no workaround is available | 8 hours |
| Medium | a non-serious fault which affects users' use of a Service and no workaround is available | 3 days |
| Low | a non-serious fault which does not affect users use of a Service | 7 days |

7.5 For issues which are allocated as urgent and high severity issues, Tifo shall, during Support Hours, provide the Client with regular updates on the likely timescales for resolution or provision of a workaround.

7.6 For the avoidance of doubt, where third party software is used to provide a Service, Tifo provides no warranty, indemnity or guarantee in respect of the use of third party software and Tifo's entire responsibility and liability arising out of issues with use of third party software will be set out in clause 7.7.

7.7 Where the issue relates to third party software, Tifo shall contact the third party provider to seek a resolution of the issue pursuant to the Tifo's terms with the third party provider.

7.8 Tifo shall not be required to provide support in relation to any issue with a Service, or in the event that Tifo does provide support it shall be entitled to charge the Client for the same, where:

(a) the issue arises as a result of:

(i) use of the Service in conjunction with any software, systems, networks, communications links and hardware which is not supplied Tifo; or

(ii) an event outside of Tifo's reasonable control;

(b) the Client has breached clause 5.2; or

(c) the Client fails to pay Tifo any Charges on the due date for payment.

8. Service Levels

Tifo shall provide each Service to meet any Service Levels in accordance with the applicable Service Schedule.

9. Client Obligations

9.1 The Client shall provide Tifo with access and/or use of such personnel, premises, facilities, systems, and provide all information, materials and other assistance which is reasonably required by Tifo from time to time for the purposes of the implementation and provision of each Service, in a timely manner.

9.2 The Client shall ensure that:

(a) all information which is required by Tifo under or in connection with this Agreement is complete and accurate; and

(b) Tifo's access to and/or use of any software, systems, networks, communications links, hardware, information and/or materials as is required under or in connection with this Agreement will not infringe the rights of any third party (including Intellectual Property Rights).

9.3 The Client shall comply with the Client Responsibilities.

9.4 It is the responsibility of the Client to procure and maintain any software, systems, networks, communications links and hardware required to access a Service.

9.5 Tifo shall not be liable to the extent that any failure or delay in providing any Service in accordance with this Agreement results from any failure or delay by the Client to promptly perform its obligations under this Agreement with due skill, care and diligence.

10. Charges and Payment

10.1 Tifo shall be entitled to invoice the Client for the Charges for each Service in accordance with the applicable Service Schedule.

10.2 The Client shall pay each invoice submitted by Tifo in full, without any set-off, counterclaim, withholding or deduction, and by electronic bank payment, within twenty-eight (28) days of the date of invoice, or as otherwise set out in the Service Schedule, to a bank account nominated in writing by Tifo.

10.3 If there is a dispute over all or any of an invoice, the Client shall notify Tifo within fourteen (14) days of receipt.

10.4 All amounts stated shall be exclusive of all taxes, duties, charges and levies (including without limitation value added tax) which shall be paid in addition by the Client at the rate and in the manner prescribed by law from time to time.

10.5 Without prejudice to any other right or remedy it may have, if the Client fails to pay Tifo on the due date for payment Tifo shall be entitled to:

(a) suspend provision of all Services from the due date for payment until payment is made in full; and/or

(b) charge interest on such sums from the due date for payment until payment is made accruing on a daily basis and compounded monthly at the rate of three percent (3%) above the base lending rate from time to time of Barclay's Bank.

11. Changes

11.1 Tifo shall be entitled, by giving the Client such prior notice as is reasonably possible, at any time to change, modify, enhance, make additions to, terminate or replace any elements of a Service or alter the way in which a Service is delivered:

(a) to reflect any change in applicable law; or

(b) for any other reason at any time provided such change does not have a materially adverse effect on the Service or, in the event any element of the Service is replaced, the level of service received by the Client.

11.2 In addition to any express rights to change the Charges as set out in the applicable Service Schedule, Tifo shall be entitled to increase the Charges for each Service:

(a) at any time to reflect any change in applicable law, Tifo's third party costs, or the UK Retail Price Index and Tifo will notify the Client of this as soon as reasonably practicable; and

(b) on not less than thirty (30) days' prior written notice.

11.3 In the event that the Client does not agree to any increase in the Charges for a Service pursuant to clause 11.2(b) then the Client shall be entitled terminate that Service by giving thirty (30) days written notice, and in which case the previous Charges shall continue to apply for the notice period. If the Client does not give notice to terminate within fourteen (14) days of the date of Tifo's notice of the increase, the Client shall be deemed to have accepted the increase in the Charges.

11.4 The Client may require Tifo to supply additional Services to those agreed at the Live Date, in which event, a new Service Schedule shall be agreed between the parties and further Charges accepted thereafter.

12. Confidentiality

12.1 Each party shall:

(a) keep the other party's Confidential Information confidential;

(b) not use the other party's Confidential Information except for the purposes of this Agreement without the prior written consent of the other party; and

(c) not divulge the other party's Confidential Information to any third party except as is permitted by this Agreement.

12.2 The provisions of clause 12.1 shall not apply to any Confidential Information that the receiving party can show:

(a) is in the public domain other than as a result of a breach of this Agreement or any other obligations of confidentiality;

(b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;

(c) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or

(d) was developed independently of and without reference to any Confidential Information disclosed by the disclosing party.

12.3 A party may disclose the other party's Confidential Information to those of its affiliates, employees, agents, officers, sub-contractors and advisers who need to know such Confidential Information for the purposes of this Agreement, provided that:

(a) it informs such persons of the confidential nature of the Confidential Information prior to disclosure; and

(b) at all times, it is responsible for such persons' compliance with the confidential obligations set out in this clause 12.

12.4 Neither party shall refer to this Agreement or its subject matter or to the other party in any press release, tender, proposal, speech, article or other marketing, publicity or similar material without the prior written consent of the other.

13. Protection of Personal Data

13.1 Each party shall, in relation to each Service, comply with their obligations under applicable law relating to privacy and the protection of personal data.

13.2 Where Tifo processes personal data on behalf of the Client in the provision of a Service, Tifo shall:

(a) use any such personal data solely for the purpose of performing its obligations under this Agreement;

(b) process the same only in accordance with the Client's instructions, agreed and documented in Annex A;

(c) take appropriate technical and organisational measures to prevent unauthorised processing of or damage to such personal data and to ensure the security of processing; and

(d) not process any personal data in any location outside the European Economic Area without the Client's prior consent;

(e) ensure that Tifo persons authorised to process personal information have committed themselves to confidentiality;

(f) only engage a sub-processor with the prior specific or general written authorisation of the Client. By signing this Agreement, the Client gives authorisation for use of any sub-processor(s) named in Annex C. In the case of general written authorisation, Tifo shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such change. Tifo will be obliged to bind any sub-processor to the same data protection obligations imposed under and in accordance with this Agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation;

(g) assist the Client in providing subject access and in allowing data subjects to exercise their rights under the Data Protection Legislation.

(h) assist the Client in meeting its obligations under the Data Protection Legislation in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

(i) delete or return all personal data to the Client after the end of the provision of Services relating to the processing, and delete existing copies unless UK law (or other binding Union or Member State law) requires storage of the personal data;

(j) on reasonable notice submit to audits and inspections, provide the Client with information it needs to ensure both Tifo and the Client are meeting their Article 28 (UK GDPR or, as applicable GDPR) obligations, and immediately inform the Client if any instruction the Client gives Tifo, in Tifo's opinion, would infringe the Data Protection Legislation;

(k) co-operate with ICO as necessary;

(l) comply with the Data Protection Legislation in respect of Tifo's obligations.

13.3 Nothing within this Agreement shall relieve Tifo or the Client of its own direct responsibilities and liabilities under the Data Protection Legislation.

13.4 The Client shall ensure that, in relation any and all personal data that it discloses to Tifo under this Agreement:

(a) such personal data has been collected in accordance with the Data Protection Legislation; and

(b) the Client is entitled to disclose the personal data to Tifo for the purposes contemplated by this Agreement.

13.5 In addition to the written lawful instructions contained in this Agreement, the Client shall as necessary provide any further written lawful instructions to Tifo prior to the Live Date which as a minimum shall include:

(i) the nature and purpose of the processing of any personal information provided by the Client in accordance with the terms of the Agreement; and

(ii) the subject matter and duration of processing; and

(iii) the types of personal data and categories of data subjects.

13.6 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to Tifo to process personal information for the purposes of carrying out the Services as agreed in the Agreement.

13.7 For the purposes of this clause 13, data subject, personal data, process and processing shall have the meaning given in the Data Protection Legislation.

14. Intellectual Property Rights

14.1 As between Tifo and the Client, all rights, title and interest (including all Intellectual Property Rights) relating to each Service, any Software and any customisations, developments, deliverables or documents provided or created by Tifo in the provision of a Service shall at all times remain vested in Tifo absolutely.

14.2 Tifo shall indemnify the Client for any losses, damages, claims, expenses and costs which the Client pays out under any judgment by a court of competent authority or as part of any binding settlement as a result of any claim that a Service infringes the Intellectual Property Rights, provided that:

(a) Tifo is given prompt notice of any such claim;

(b) the Client provides reasonable co-operation to Tifo in the defence and settlement of such claim, at Tifo's expense; and

(c) Tifo is given sole authority to defend or settle the claim.

14.3 In no event shall Tifo be liable to the Client under clause 14.2 to the extent that the alleged infringement is as a result of:

(a) use of the Service in conjunction with any software, systems, networks, communications links and hardware which is not supplied Tifo; or

(b) the Client's breach of clause 5.2.

15. Termination

15.1 Tifo shall be entitled to terminate this Agreement in whole or in part immediately, upon notice in writing to the Client if:

(a) the Client commits a material breach of this Agreement and, if such breach is capable of remedy, the Client has failed to remedy such breach within thirty (30) days of written notice requiring remediation;

(b) the Client suffers an Insolvency Event; and/or

(c) any amount of the Charges is overdue by thirty (30) days or more.

15.2 The Client shall be entitled to terminate this Agreement in whole or in part immediately, upon notice in writing to Tifo if:

(a) Tifo commits a material breach of this Agreement and, if such breach is capable of remedy, Tifo has failed to remedy such breach within thirty (30) days of written notice requiring remediation; and/or

(b) Tifo suffers an Insolvency Event.

15.3 Notwithstanding clause 15.2, in the event that the Client is entitled to terminate this Agreement under clause 15.2(a) and the relevant breach relates to a specific Service or to various Services, the Client shall only be entitled to terminate this Agreement in part to the extent it relates to the applicable Service(s) or Service Schedule(s).

15.4 If in Tifo's reasonable opinion it is uneconomic to provide the Service then Tifo may give three (3) months' written notice to terminate this Agreement.

16. Consequences of Termination or Expiry

16.1 Upon the termination or expiry of a Service for any reason:

(a) the Service shall cease and the Client shall immediately uninstall any Software;

(b) all sums payable to Tifo in respect of the Service shall immediately become due and Tifo shall be entitled to immediately submit an invoice in respect of all Charges incurred in relation to the Service prior to termination or expiry but for which an invoice has not been submitted; and

(c) at its own expense each party shall immediately return to the other party or otherwise dispose of as the other party may instruct all Confidential Information of the other party in its possession which was provided in relation to the Service provided that Tifo shall not be required to return or dispose of such Confidential Information to the extent it is required to continue to provide any other Service.

16.2 Upon the termination or expiry of a Service for any reason and following a request from the Client within thirty (30) days of the date of termination or expiry, Tifo will provide the Client with a extract of the Client Information which Tifo holds as part of the service in such format as is reasonably determined by Tifo. If the Client requests that the Client Information to be provided in any other format or requests any additional transition services this shall be subject to the agreement of Tifo and may be subject to an additional charge.

17. Upon the termination or expiry of this Agreement for any reason, each party's rights, liabilities and obligations under this Agreement shall cease, except that each party's rights, liabilities and obligations that have accrued prior to such termination or expiry or that are expressly or by implication intended to come into force upon or

remain in force following such termination or expiry (including under clauses 10, 12, 14, 16, 17, 20, 21, 22 and 23) shall survive any such termination or expiryLimitation of Liability

**PLEASE PAY PARTICULAR ATTENTION TO THIS CLAUSE**

17.1 Nothing in this Agreement shall limit or exclude liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability the exclusion or limitation of which is not permitted by law.

17.2 Subject to clause 17.1, Tifo shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of revenue, profit, goodwill, data or information, anticipated savings or business opportunity or any indirect or consequential loss arising under or in connection with this Agreement.

17.3 Subject to clause 17.1, Tifo's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in each calendar year shall in no circumstances exceed:

(a) in respect of each Service, the greater of:

(i) £10,000; and

(ii) the total Charges for that Service paid by the Client in the previous calendar year; and

(b) in aggregate, the greater of:

(i) £10,000; and

(ii) the total Charges for all Services paid by the Client in the previous calendar year.

17.4 Except as expressly set out in this Agreement, Tifo excludes all warranties, conditions, terms, undertaking and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise to the fullest extent permitted by law.

18. Force Majeure

18.1 Save in respect of payment obligations, neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay arises due to an event beyond a party's reasonable control (provided always that the party so affected promptly notifies the other, in writing, of the cause and likely duration of the failure or delay).

18.2 If either party fails to perform or is delayed in performing its obligations under this Agreement in relation to a specific Service or to various Services due to an event beyond a party's reasonable control for a period greater than ninety (90) days or notifies the other in writing that it reasonably anticipates that it will fail to perform or, be delayed in performing its obligations for a period greater than ninety (90) days, then the unaffected party shall be entitled to terminate this Agreement in part to the extent it relates to the applicable Service(s) immediately upon written notice.

19. Anti-Bribery

Tifo and the Client shall comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and whilst this Agreement is in force, have and shall maintain in place suitable policies and procedures to ensure such compliance and will enforce them where appropriate.

20. Non-Solicitation

For the duration of this Agreement and for a period of twelve (12) months thereafter neither party shall, without the written consent of the other party, actively solicit or entice away (or seek to solicit or entice away) from the employment of the other any person employed by the other party in the provision or receipt (as appropriate) of any Service.

21. General

21.1 Each party warrants to the other that it has full capacity and authority and all necessary consents, permissions and licences to enter into and to perform its obligations under this Agreement.

21.2 The relationship of the parties shall be that of independent contractors and nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties.

21.3 Tifo shall be entitled to assign or transfer this Agreement to any member of its group. Tifo shall be entitled to sub-contract any of its obligations under this Agreement to a third party provided always that Tifo remain primarily responsible for the acts or omissions of such third party under this Agreement.

21.4 Except as stated in clause 21.3, neither party may assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

21.5 Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address set out above or to such other address as it has previously notified to the sending party in writing and addressed to the Managing Director.

21.6 Except where any remedy is stated to be exclusive, the remedies available to the parties under this Agreement shall not limit or exclude any other rights that either party may have.

21.7 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

21.8 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.

21.9 This Agreement contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No

representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement or any subsequent Service Schedule except as set out in this Agreement. Each party acknowledges and accepts that, in entering into this Agreement and each subsequent Service Schedule, it has not relied upon any representation, undertaking or promise except as set out herein.

21.10 Except as stated in clause 6, variation of or amendment to this Agreement shall not be effective unless made in writing and signed by authorised representatives of the parties.

21.11 This Agreement and any Service Schedule may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

21.12 A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

22. Disputes

22.1 If a dispute arises out of or in connection with this Agreement (a Dispute) then the parties shall follow the following procedure:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, senior managers of the parties shall attempt in good faith to resolve the Dispute; and

(b) if the senior managers of the parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to directors of the parties who shall attempt in good faith to resolve it.

22.2 The commencement of the procedure in clause 22.1 shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 23.

23. Governing Law and Jurisdiction

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, or its subject matter or formation (including non-contractual disputes or claims).

# ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms Tifo (us, we or our) and the Client (you or your) under which you may access our services. This acceptable use applies to all users of our services.

You may only use our service for lawful purposes. You may not use our services:

- in any way that breaches the law;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to transmit, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

Not to access, attempt to access, interfere with, damage or disrupt:

- any part of our services other than those elements which are made freely accessible;
- any equipment or network on which our services are hosted (whether by us or a third party);
- any software used in the provision of our services; or

You must keep all credentials (including usernames and passwords) confidential and notify us immediately if you have any reason to believe such credentials may have been compromised in any way or has been disclosed to a third party.