



Terms & Conditions

BETWEEN:

- (1) **ROBIQUITY LIMITED**, a company incorporated in England and Wales with registered number 09714317 with its registered office at Level 8 Transmission, Atherton Street, Manchester, United Kingdom, M3 3GS (**Robiquity**); and
- (2) **[INSERT]**, a company incorporated in England and Wales with registered number **[insert]** with its registered office at **[insert address]** (the **Customer**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement and in each Statement of Work, the following definitions shall apply unless the context otherwise requires:

Customer IPR

means all Intellectual Property Rights and other proprietary rights in: (a) any software, documentation, information, databases or other materials provided to Robiquity by or on behalf of the Customer for the purpose of carrying out the Services; and (b) all records and reports, files, documents, correspondence and other information (in whatever form) relating to the Customer which are provided to Robiquity from time to time by or on behalf of the Customer for the purpose of carrying out the Services;

Deliverables

any items which Robiquity agrees to deliver in connection with a Statement of Work, including but not limited to Robiquity Software, Third Party Software and Works;

Fees

any fees payable by the Customer as set out in the relevant Statement of Work;

Intellectual Property Rights

any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register those rights and any and all goodwill relating or attached to them and all extensions and renewals of them;

Robiquity Software

has the meaning given in clause 4.1.1;

Services

the services described in a Statement of Work (but not including any services provided by a third party in respect of Third Party Software);

Statement of Work

an order for Services and/or Deliverables, either in the standard format provided by Robiquity or in any such other format as Robiquity may accept;

Third Party Software

has the meaning given in clause 4.1.2; and

Works

all reports, documents, configurations and developments (and all materials embodying them in whatever form), prepared by Robiquity for the Customer in connection with a Statement of Work.

- 1.2 Headings are included for convenience only and shall not affect the construction or interpretation of this agreement or a Statement of Work.
- 1.3 A reference to this “agreement” is to this master services agreement. Any reference to a clause is (unless expressly provided otherwise) reference to a clause of this agreement.
- 1.4 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.
- 1.5 Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons.
- 1.6 The words **include**, **includes**, **including** and **included** and like words and expressions will be construed without limitation unless inconsistent with the context.
- 1.7 Any reference to a notice or other communication being in writing shall be satisfied by that notice or communication being sent by email, provided this is permitted by and done in accordance with clause 20 where applicable. A reference to a signature shall include an electronic signature, such as a scanned or typed signature.
- 1.8 Business days (**Business Days**) shall be all days other than Saturdays, Sundays and public holidays in England and working hours shall be 9am to 5pm UK time on a Business Day.

2. **BASIS OF AGREEMENT**

- 2.1 Following the Customer expressing a requirement for Services and/or Deliverables, Robiquity will prepare and submit to the Customer a draft Statement of Work. A draft Statement of Work shall remain valid for 30 days from its date of submission.
- 2.2 If the Customer wishes to proceed with the draft Statement of Work (with any amendments that may be agreed by the parties) Robiquity shall prepare a final Statement of Work for execution.
- 2.3 Once executed, a Statement of Work shall constitute a binding contract between the parties incorporating the terms of this agreement and of the Statement of Work.
- 2.4 To the extent of any conflict between the terms of this agreement and the terms of the Statement of Work, the provisions set out in the Statement of Work shall take precedence. For the avoidance of doubt however any provisions set out in a Statement of Work only affect that Statement of Work and not any other contracts that may be formed between the parties unless otherwise agreed between the parties in writing.
- 2.5 A Statement of Work shall not take effect unless signed and delivered by an authorised signatory of each party.
- 2.6 Any work performed by Robiquity before the date of this agreement or in respect of a Statement of Work before the Statement of Work is signed shall be governed by the terms and conditions of this agreement and/or the relevant Statement of Work.

3. **SERVICES**

- 3.1 All Services shall be provided with reasonable skill and care and shall substantially conform to any specification (and any subsequent amendments to that specification) agreed between the parties in writing.
- 3.2 Robiquity will use reasonable endeavours to meet any timescales set out for the performance of Services, but unless otherwise expressly stated in a Statement of Work any timescales are estimates only and time is not of the essence.
- 3.3 Robiquity shall be responsible for the provision of the employees and consultants who provide the Services. In the event that any individuals become unavailable due to (for example) accident, illness, termination of employment or reallocation to another task, Robiquity shall use reasonable endeavours to provide a suitable replacement.

- 3.4 In the event that any Services fail to conform to the warranty set out in clause 3.1 then, as Customer's sole right and remedy, Robiquity shall:
- 3.4.1 promptly correct or re-perform the defective Services; and
 - 3.4.2 if it cannot remedy the defect within a reasonable timeframe (which in any case shall not be less than 30 days), refund the Fees paid in respect of the affected part of the Services.
- 3.5 Unless otherwise agreed in a Statement of Work, Robiquity does not take responsibility for and shall incur no liability in relation to: any system downtime, the failure of Customer's backups, the failure of Customer's media, hardware, or infrastructure and/or any delays caused by or for the convenience of the Customer.
4. **SOFTWARE**
- 4.1 The Deliverables may include:
- 4.1.1 software which has been developed or is otherwise owned by Robiquity (**Robiquity Software**); and/or
 - 4.1.2 software which has been developed or is otherwise owned by a third party (**Third Party Software**).
- Unless otherwise stated in the relevant Statement of Work, all software provided under a Statement of Work is Third Party Software.
- 4.2 Where a Statement of Work involves the provision of Robiquity Software, the Robiquity Software will be licensed to the Customer on the licence terms applicable to that Robiquity Software, a copy of which will be attached to the relevant Statement of Work.
- 4.3 Where a Statement of Work involves the provision of Third Party Software, Robiquity is providing the Customer with a licence to use that Third Party Software but the Customer must enter into such end user licence agreement or other agreement as may be required by the provider of that Third Party Software, and the Customer:
- 4.3.1 agrees to comply with all of the terms of such agreement; and
 - 4.3.2 acknowledges that any rights or remedies which it may have in respect of the Third Party Software will be solely as set out in such agreement and will lie solely against the provider of that Third Party Software.
- 4.4 Where a Statement of Work includes the provision of Services in connection with software, such as support, consultancy, training, implementation or other services then, unless otherwise stated in the relevant Statement of Work, Robiquity will be fully responsible for the performance of those Services in accordance with clause 3.1 (whether those Services relate to Robiquity Software or Third Party Software). However, Robiquity shall not be liable for any failure to perform the Services in accordance with clause 3.1 or for any delay or failure to provide any of the Services arising out of or in connection with:
- 4.4.1 any problems or defects with Third Party Software (unless those problems or defects are caused by Robiquity's deficient provision of the Services);
 - 4.4.2 any breach or alleged breach by the Customer of the licence or other terms for Third Party Software or other misuse or alleged misuse; or
 - 4.4.3 any failure by the Customer to enter into the relevant agreement with the provider of the Third Party Software.
- 4.5 Where relevant to the Services, the Customer agrees to associate Robiquity as its designated Microsoft Partner through the Microsoft Customer Partner of Record (CPOR) and Partner Admin Link (PAL) processes. This association collects no new data

and is not publicly visible. It is used solely by Microsoft, to identify when a partner is active in a customer environment and to record and measure partner performance.

5. **WORKS**

- 5.1 All Works will substantially conform to any specification agreed between the parties in writing (as such may be amended between the parties in writing from time to time).
- 5.2 Robiquity will use reasonable endeavours to meet any timescales set out for the delivery of Works, but unless otherwise expressly stated in a Statement of Work any timescales are estimates only and time is not of the essence.
- 5.3 Where a Statement of Work includes an acceptance testing procedure in respect of Works, the Works will be submitted for acceptance testing in accordance with that procedure and, in the event that the Works do not pass acceptance testing, the parties shall follow the procedure set out for resolving that deficiency and, where applicable, the Customer will have the benefit of the remedies set out in the Statement of Work.
- 5.4 Where a Statement of Work does not include an acceptance testing procedure in respect of Works, the Customer shall notify Robiquity within 10 Business Days of receipt of the Works if it believes that the Works do not substantially conform to any specification set out in (or attached to) the relevant Statement of Work and, if Robiquity accepts that the Works are non-compliant it shall:
 - 5.4.1 promptly correct the defect; and
 - 5.4.2 if it cannot remedy the defect within a reasonable timeframe (which in any case shall not be less than 30 days), refund the Fees paid in respect of the affected part of the Works.

In the event of any disagreement as to whether the Works are non-compliant, the parties shall seek to resolve that dispute in accordance with clause 19.

- 5.5 The rights and remedies set out in and referred to in clauses 5.3 and 5.4 represent the Customer's sole rights and remedies in respect of any breach of clause 5.1.

6. **ASSISTANCE AND COOPERATION**

- 6.1 Each party shall nominate representatives to deal with the day-to-day operation and management of this agreement and each Statement of Work (**Contract Managers**).
- 6.2 Each party may change the identity of any of its Contract Managers at any time and each Contract Manager may appoint a suitable deputy or alternate to perform some or all of the Contract Manager's functions in their absence. Both parties agree to act reasonably to minimise the number of changes or appointments made to avoid disruption to or inefficiency in communication. Each party shall provide reasonable advance notice to the other in writing of any change or appointment of a deputy or alternate.
- 6.3 The parties shall agree a programme of regular meetings between the Contract Managers to manage the operation of this agreement and each Statement of Work (including past and future performance, any performance measures and targets, any potential efficiencies and economies and the parties' strategic objectives and potential for future services and programmes). Further governance details may appear in a Statement of Work.
- 6.4 To enable Robiquity to provide the Services and the Deliverables and perform its other obligations under a Statement of Work, the Customer agrees to provide reasonable access to its premises, internet, systems, and any information or documentation that Robiquity may reasonably request and the reasonable co-operation of its employees, directors, consultants and advisers.

- 6.5 The Customer shall take responsibility for the health and safety of any individual attending its premises on behalf of Robiquity, including ensuring that they are made aware of any relevant policies and procedures and that they are not placed in danger.
- 6.6 The Customer warrants that any and all information and documentation provided by it in relation to any services procured under any Statement of Work is true, complete and accurate. The Customer shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services, and the use of the Customer systems and materials, in each case, before the date on which the relevant Statement of Work is to start or by such other date as may be agreed between the parties in writing.
- 6.7 The Customer agrees that, unless requested otherwise, it shall only provide copies of documentation to Robiquity and shall maintain the originals, such that it shall suffer no loss if the documentation is lost or damaged. Where it is expressly requested to provide originals, it shall make a copy prior to providing them such that if the documentation were lost or damaged the only loss would be the replacement cost of that documentation, which shall accordingly be Robiquity's sole liability in such circumstances.
7. **ASSUMPTIONS AND DEPENDENCIES**
- 7.1 Any Fee quoted and any timescale provided is conditional upon:
- 7.1.1 the Customer performing any dependencies set out in the relevant Statement of Work (and otherwise complying with the terms set out in this agreement and the relevant Statement of Work); and
- 7.1.2 each assumption set out in the relevant Statement of Work proving to be accurate.
- 7.2 If Robiquity becomes aware that (a) the Customer has failed to comply with the terms set out in this agreement and/or the relevant Statement of Work and/or perform any of its dependencies or other obligations within the required timescales or (b) an assumption is inaccurate (each a **Relief Event**), and Robiquity reasonably believes that such Relief Event has or is likely to have a material detrimental effect on its ability to comply with its obligations under a Statement of Work, Robiquity shall:
- 7.2.1 use reasonable endeavours to mitigate the impact of a Relief Event and to avoid any adverse impact on the performance of its obligations, including seeking to avoid or minimise any delay or cost implication; and
- 7.2.2 if Robiquity does not consider it is reasonably practicable to avoid an impact on the performance of its obligations as a result of the Relief Event, as soon as reasonably practicable notify the Customer of the Relief Event, any steps that Robiquity is taking to mitigate the impact, and the nature of any adverse impact which it nevertheless expects the Relief Event to have (including any delay or cost implication).
- 7.3 Subject to clause 7.2, if Robiquity fails to comply with any of its obligations under a Statement of Work as a result of a Relief Event then Robiquity:
- 7.3.1 shall not be in breach of that Statement of Work where and to the extent it shows that such failure was caused by the Relief Event;
- 7.3.2 shall be granted a reasonable extension of time for performance of its obligations (provided that such delay was notified to the Customer in accordance with clause 7.2.2); and

7.3.3 Robiquity may charge the Customer for any additional fees, costs and expenses that are reasonably incurred as a result of any Relief Event (provided that such cost implication was notified to the Customer in accordance with clause 7.2.2).

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 All Intellectual Property Rights existing prior to the commencement date of each Statement of Work shall belong to the party or third party that owned such rights immediately prior to that date ("Existing IPRs"). Robiquity hereby grants to the Customer a perpetual, irrevocable, non-exclusive, transferable, world-wide, royalty-free licence to use the Existing IPRs of Robiquity to the extent necessary and/or desirable for the Customer to enjoy the Services and/or Works.

8.2 In relation to any and all Intellectual Property Rights developed by or on behalf of Robiquity in the course of the provision of the Services and comprised within the Deliverables and delivered under any Statement of Work ("**New IPRs**"):

8.2.1 Robiquity and its licensors shall retain ownership of all New IPRs; and

8.2.2 Robiquity hereby grants to the Customer a perpetual, irrevocable, non-exclusive, transferable, world-wide, royalty-free licence to use the New IPRs to the extent necessary and/or desirable for the Customer to enjoy the Services and/or Deliverables.

8.3 Except as otherwise provided in this clause 8, nothing in this agreement or any Statement of Work shall operate to transfer any Intellectual Property Rights from either party to the other, and specifically:

8.3.1 all Robiquity Software is owned by Robiquity or its licensors and shall remain vested in Robiquity or its licensors; and

8.3.2 all Customer IPR is owned by the Customer or its licensors and shall remain vested in the Customer or its licensors.

8.4 The Customer hereby grants to Robiquity, or shall procure the grant of, a non-exclusive, worldwide, royalty free, non-transferable licence to use the Customer IPR solely to the extent necessary and for as long as is necessary in order for Robiquity to provide the Services. This licence shall be subject to such limitations as the Customer may notify to Robiquity in writing from time to time. Robiquity may sub-license its right to use the Customer IPR to sub-contractors solely to the extent necessary and for as long as is necessary in order for such sub-contractors to provide their services to Robiquity in connection with the Services.

9. **FEES**

9.1 The Customer shall pay the Fees to Robiquity as specified in the Statement of Work, and except as otherwise stated in a Statement of Work the provisions of this clause 9 shall apply.

9.2 Where the Fees are set out in the Statement of Work, the Fees shall be calculated in accordance with the Statement of Work. Otherwise, Fees shall be charged at Robiquity's then applicable day rates, details of which are available on request.

9.3 Where invoicing arrangements are set out in the Statement of Work, Robiquity shall raise invoices in accordance with the Statement of Work. Otherwise, Robiquity shall invoice for fixed fees (including licence fees) in advance and for Fees charged on a time and materials basis monthly in arrears.

9.4 Where and to the extent that Services are provided from any location other than Robiquity's own premises, the Customer shall be responsible for all and any reasonable expenses incurred by Robiquity in providing the Services including travel, lodging, meals, and miscellaneous out of pocket expenses, provided that such expenses are:

- 9.4.1 pre-approved in writing by the Customer (either in the Statement of Work or otherwise); and
 - 9.4.2 incurred in accordance with any expenses policy which the Customer may notify to Robiquity in writing from time to time.
- 9.5 All invoices are payable within 30 days of the date of the invoice unless otherwise agreed.
- 9.6 Robiquity shall invoice the cost of any materials and the cost of cloud and hosting services reasonably and properly provided by third parties and required by Robiquity to deliver the relevant SOW. All Fees are exclusive of VAT which is chargeable in addition at the prevailing rate. VAT shall also be payable on expenses, materials and services provided by third parties, and delivery charges where applicable.
- 9.7 The Customer agrees to carefully check any invoice received and to raise any dispute regarding its content as soon as possible but in any event by no later than 14 days before the due date, such notice to confirm the amount disputed and the reason(s) for the dispute. Invoices will be deemed to have been properly submitted and due for payment where an invoice has not been disputed by the due date.
- 9.8 If the Customer raises a dispute in accordance with clause 9.7 the Customer will:
 - 9.8.1 subject to clause 9.9, pay any undisputed amounts within the standard payment terms; and
 - 9.8.2 engage in the dispute process set out in clause 19 and, in the event that any part of the disputed amount is agreed or found to be payable, pay such part within the standard payment terms (as if such amount had been invoiced on the date on which the dispute was resolved).
- 9.9 If the Customer disputes part of an invoice but is unable to make part-payment of the invoice due to its internal accounting procedures, it must notify Robiquity of this at the time it raises the dispute, and Robiquity shall be entitled to credit note the invoice and raise a new invoice for the undisputed amount, which the Customer shall pay in accordance with the standard payment terms, and Robiquity will then raise a further invoice for any additional amount which is agreed or found to be payable following resolution of the dispute, such invoice to be payable in accordance with the standard payment terms.
- 9.10 If Customer does not pay any undisputed Fees by the due date, Robiquity shall be entitled to: (a) charge interest at the rate of 4% above the base rate for the time being of Barclays Bank plc and/or (b) suspend the delivery of all Statements of Work, and the provision of all other Services, until payment has been made by the Customer in full.
- 9.11 All amounts shall be paid by the Customer to Robiquity in full without any set-off, counterclaim, deduction or withholding (except for withholding of disputed amounts in accordance with clause 9.8). Failure on the part of the Customer to issue a purchase order shall not prevent Robiquity from issuing invoices in accordance with this Agreement. Where an invoice cannot be submitted without a purchase order due to the Customer's internal procedures, such invoice will be deemed to have been submitted to the Customer on the date of issue of that invoice.
- 9.12 Unless otherwise agreed in a Statement of Work, Robiquity shall be entitled to increase the amount of any time-based rates or recurring fees set out in a Statement of Work on each anniversary of the date of a Statement of Work by a percentage not exceeding the percentage increase in retail prices index (all items) (as published by UK National Statistics) or the most nearly equivalent successor index over the preceding 12 month period.

10. TERM AND TERMINATION

- 10.1 Where there are no active Statements of Work under this Agreement for a period of 12 months or more, either party may terminate this Agreement upon the giving of 30 days' written notice to the other party.
- 10.2 The commencement date and term of any Statement of Work shall be as set out in the relevant Statement of Work.
- 10.3 Robiquity may terminate a Statement of Work immediately on written notice if the Customer:
- 10.3.1 commits an irremediable material breach of any of the terms of that Statement of Work, persistently commits remediable breaches or commits any remediable material breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;
 - 10.3.2 fails to pay any undisputed amount due to Robiquity as it falls due (under that or any other any Statement of Work) and fails to remedy that non-payment within seven days of receipt of a notice requiring it to do so; or
 - 10.3.3 makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distress, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere.
- 10.4 The Customer may terminate a Statement of Work immediately on written notice if Robiquity:
- 10.4.1 commits an irremediable material breach of any of the terms of that Statement of Work, persistently commits remediable breaches or commits any remediable material breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;
 - 10.4.2 makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distress, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or elsewhere.
- 10.5 In the event of termination of a Statement of Work for any reason:
- 10.5.1 any Fees already paid shall be non-refundable except where expressly stated otherwise in this Agreement or the relevant Statement of Work;
 - 10.5.2 any amounts invoiced under the terminated Statement of Work as at the date of termination shall continue to be due and payable in accordance with the standard payment terms;
 - 10.5.3 Robiquity may invoice for any Services performed and Deliverables provided up until the date of termination and any expenses incurred in accordance with clause 9.4, and those invoices shall be due and payable in accordance with the standard payment terms;
 - 10.5.4 each party shall either destroy or promptly return to the other party all copies in whatever medium of all confidential information provided or obtained in respect of that Statement of Work; and

- 10.5.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 10.6 The termination of a Statement of Work shall not affect the continuation of any terms which are expressly or implicitly intended to survive termination, including clauses 1, 8, 10, 11, 12, 13, 14, 17, 18, 19 and 20, or the continuation of any other Statements of Work.
11. **CONFIDENTIALITY**
- 11.1 Each party undertakes that it shall keep the other party's confidential information confidential and shall not at any time:
- 11.1.1 use such information for any purpose other than to exercise its rights and perform its obligations under these terms (or such other purposes as the other party may expressly authorise in writing from time to time); or
- 11.1.2 disclose such information to any third party, except as otherwise permitted by these terms or with the other party's prior written consent.
- 11.2 For the purposes of these terms, a party's confidential information is any know-how, trade secret, documentation or information (whether commercial, financial, technical, operational or otherwise) relating to its business, affairs, operations, processes, intentions, customers or suppliers and which is either marked as "confidential" or which the other party was or ought reasonably to be aware was of a confidential nature, save that this clause 11 shall not apply to any information that the receiving party can demonstrate:
- 11.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this these terms or any other obligations of confidentiality;
- 11.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it; or
- 11.2.3 was developed independently of and without reference to confidential information disclosed by the other party.
- 11.3 A party may disclose the other's confidential information where and to the extent it is required to do so under operation of law, by court order or by any regulatory body of competent jurisdiction provided that, except where legally prohibited from doing so, it must:
- 11.3.1 provide the other with at least ten (10) days' written notice of its intention to make the disclosure, such notice specifying the confidential information concerned and the nature of the disclosure obligation;
- 11.3.2 take into account the reasonable requests of the other party in relation to the content, nature and form of the disclosure.
- 11.4 Each party shall be entitled to divulge the other party's confidential information to its employees, agents, directors, officers, sub-contractors, professional advisors and consultants who have a need to know the same in connection with these terms, provided that the receiving party shall ensure that such persons are aware of, and shall procure that such persons comply with, these obligations as to confidentiality.
- 11.5 Nothing in this clause 11 shall prevent Robiquity from using any general know-how, ideas, experience or concepts (which are not specific to the Customer) which it may gain as a result of or in connection with performing its obligations under a Statement of Work.
12. **DATA PROTECTION**
- 12.1 Each party agrees that, in the performance of its respective obligations under a Statement of Work, it shall comply with the provisions of the UK General Data Protection Regulation

(UK GDPR), together with the Data Protection Act 2018 and any other law applicable to the protection of personal data in effect from time to time (together, **Data Protection Legislation**), in each case to the extent it applies to each of them. Where used in this clause 12, the expressions **data subject**, **personal data**, **personal data breach** and **process** bear their respective meanings given in the Data Protection Legislation.

- 12.2 Robiquity is expected to process personal data on the Customer's behalf for the purposes of performing the Services and otherwise fulfilling its obligations under a Statement of Work. The types of personal data that Robiquity is expected to process on Customer's behalf include those stated in a Statement of Work and may include name, address, email address, telephone number, information regarding trading and billing history, service and usage history, user IDs and passwords, answers to security questions (such as town/county of birth, mother's maiden name, father's name etc), employment history, job title, business address, department etc., employee number, business email addresses, business telephone/fax/mobile numbers relating to employees, customers and potential customers of the Customer.
- 12.3 Where Robiquity processes personal data on the Customer's behalf under or in connection with a Statement of Work, it shall do so only in accordance with the terms of this agreement and the relevant Statement of Work and the Customer's documented instructions (unless otherwise required by law or a regulatory body in which case Robiquity shall, where permitted, inform the Customer of that legal requirement before processing).
- 12.4 The Customer warrants that:
- 12.4.1 it shall only provide (or procure the provision of) personal data to Robiquity where such personal data has been lawfully obtained and where the Customer is lawfully entitled to provide (or procure the provision of) that personal data to Robiquity for the intended purpose and means of processing; and
 - 12.4.2 any instructions given to Robiquity in accordance with clause 12.3 shall be compliant with applicable Data Protection Legislation, be within the scope of Robiquity's obligations under the relevant Statement of Work and shall not (if properly performed) place either Robiquity or the Customer in breach of their respective obligations under the Data Protection Legislation.
- 12.5 Where Robiquity processes any personal data on the Customer's behalf under or in connection with a Statement of Work it shall:
- 12.5.1 not transfer or allow the transfer of such personal data outside the United Kingdom except as permitted by Chapter 5 of the UK GDPR;
 - 12.5.2 ensure that any persons authorised to process the personal data are subject to a duty of confidence in respect of such processing;
 - 12.5.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with the obligations imposed on Robiquity by article 32 of the UK GDPR;
 - 12.5.4 notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve such issue; and
 - 12.5.5 at Customer's expense, provide such assistance as Customer may reasonably require to assist it to comply with its obligations to keep that personal data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the relevant processing activities and/or respond to requests made by data subjects pursuant to the Data Protection Legislation.

- 12.6 The Customer authorises Robiquity to:
- 12.6.1 engage sub-processors from time to time provided that Robiquity shall notify the Customer of any intended changes concerning the addition or replacement of other sub-processors and shall impose upon any sub-processor (and procure any sub-processor's compliance with) the terms of this clause 12 as if the processing being carried out by the sub-processor was being carried out by Robiquity (and Robiquity shall be liable for the acts and omissions of such sub-processors as if they were Robiquity's own acts and omissions); and
 - 12.6.2 provide personal data to providers of Third Party Software where required in connection with the provision of the Services and/or the Deliverables, in which case any processing of personal data by such provider will be governed by the terms of Customer's agreement with that provider.
- 12.7 From time to time during the term of any Statement of Work Robiquity shall (upon written request from Customer):
- 12.7.1 provide details in writing of its data processing activities carried out on Customer's behalf; and
 - 12.7.2 provided that no more than one audit shall take place in any calendar year and subject to the Customer providing at least 14 days' written notice to Robiquity, allow Customer (or its appointed auditor) to audit its compliance with these terms, subject to any reasonable requirements or restrictions that Robiquity may impose to safeguard the personal data it holds on behalf of other clients and/or avoid unreasonable disruption to Robiquity's business.
- 12.8 Robiquity shall process personal data on Customer's behalf only during the term of the relevant Statement of Work (and following termination to the extent required to perform any post termination obligations). On the termination or expiry of any part of the Services or a Statement of Work as a whole, Robiquity shall either delete or return all personal data processed on the Customer's behalf in connection with the applicable Services, and delete any copies (except to the extent retention is required by law or for record-keeping purposes, or required in connection with another Statement of Work).
- 12.9 For the avoidance of doubt, nothing in this clause 12 or otherwise in this agreement or any Statement of Work relieves either party of its own direct responsibilities and liabilities under Data Protection Legislation.
13. **LIABILITY**
- 13.1 The express terms set out this agreement and any Statement of Work are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 13.2 Nothing in this Agreement or any Statement of Work limits or excludes Robiquity's liability for (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be limited or excluded by law.
- 13.3 Subject to clause 13.2, Robiquity will not have any liability to the Customer, whether in contract, tort, for breach of statutory duty or otherwise, arising in connection with this Agreement or any Statement of Work, for (a) any loss of profits; (b) any loss of any sales, business, agreements or contracts; (c) any loss of anticipated savings; (d) any loss of (or damage to) goodwill; or (e) any indirect or consequential loss.
- 13.4 Subject to clauses 13.2 and 13.3, Robiquity's liability to the Customer, in contract, tort, for breach of statutory duty or otherwise, in connection with this Agreement and/or any Statement of Work and in respect of any and all claims (connected or unconnected) will be

limited to the amount of the aggregate Fees paid by the Customer to Robiquity under the relevant Statement of Work.

14. **INSURANCE**

During the term of any Statement of Work entered into under this agreement Robiquity shall maintain with an insurance office of good repute and shall maintain and shall not in any way invalidate policies of insurance (under which claims may be made for a period of not less than six (6) years following termination of the last Statement of Work) in respect of:

- 14.1 professional indemnity insurance policy - limit: £5 million per annum;
- 14.2 public liability insurance policy - limit: £5 million per claim; and
- 14.3 employee liability – limit as required by law.

15. **FORCE MAJEURE**

- 15.1 Robiquity shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Statement of Work that is caused by events outside its reasonable control (a **Force Majeure Event**).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Robiquity's reasonable control and includes in particular (without limitation) terrorist attack, war, fire, malicious damage, epidemic, storm, flood or other natural disaster, strikes, lock-outs and other industrial action (not involving Robiquity's own staff), impossibility of the use of public or private telecommunications networks or interruption or failure of utility service, malicious activity against Robiquity's computer systems which Robiquity could not reasonably have prevented through the use of industry standard security measures, other illegal or unlawful actions of third parties and the acts, decrees, legislation, regulations, policy or restrictions of any government or public authority.
- 15.3 Where the Force Majeure Event affects the performance of the Services and/or Robiquity's ability to deliver the Deliverables, the Customer's right to receive such Services and/or Deliverables is deemed to be suspended for the period that the Force Majeure Event continues, and Robiquity shall have an extension of time for performance for the duration of that period.
- 15.4 Robiquity shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under a Statement of Work may be performed despite the Force Majeure Event.
- 15.5 If Robiquity suspends the performance of any of its obligations under a Statement of Work in accordance with this clause 15 for a period in excess of 30 days, the Customer may terminate the affected Statement of Work on 30 days' written notice to Robiquity.

16. **ANTI-BRIBERY**

Each party will ensure that neither it nor its officers, employees, shareholders, representatives or agents shall directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under this Agreement or any Statement of Work with respect to any matters which are the subject of this Agreement or any Statement of Work) which (i) would violate any anti-corruption laws or regulations applicable to Robiquity or the Customer, (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

17. NON-SOLICITATION

17.1 Except with the prior written consent of the other party, during the term of each Statement of Work and for a period of 12 months thereafter neither party will knowingly directly or indirectly employ or engage or make an offer of employment or engagement to any person who was employed or engaged by the other in relation to that Statement of Work during the preceding 12 months (or during the 12 months preceding termination of the Statement of Work, in the case of solicitation after the end of the term).

17.2 If a party breaches clause 17.1 it must pay to the other a fee equivalent to the relevant individual's gross annual remuneration (inclusive of all benefits) at the time of their resignation or departure, that sum being agreed by both parties to be fair compensation for the loss suffered as a result of breach.

18. CHANGE CONTROL

18.1 Where the Customer or Robiquity considers that any change to the Services and/or Deliverables is required (a **Change**), the Customer or Robiquity may request such Change in accordance with the procedures set out in this clause 18.

18.2 Until such time as a Change is agreed, the Customer and Robiquity shall, unless otherwise agreed in writing, continue with the Services as if the Change had not been requested. Both parties shall use reasonable endeavours to ensure any such amendment is agreed within seven Business Days.

18.3 Any discussions which may take place between the Customer and Robiquity on a Change shall be without prejudice to the rights of either party.

18.4 Robiquity shall provide the Customer with information regarding the impact of the Change requested or proposed including the impact on the timing of implementation, any impact on the amount payable by way of Fees and any other relevant matter.

18.5 No Change shall take effect until such Change is authorised in writing by a document signed by the duly authorised representatives of both parties. Such written authorisation shall constitute a variation to this agreement and any relevant Statement of Work and be deemed to be part of this agreement and/or the relevant Statement of Work.

19. DISPUTES

19.1 The parties will deal with disputes arising under or in connection with this agreement and/or any Statement of Work in accordance with this clause 19 but nothing in this clause 19 will prevent either party from seeking injunctive or similar relief or commencing court proceedings at any time.

19.2 Except where stated to the contrary in a Statement of Work, each party will refer any dispute that arises under or in connection with this agreement and/or any Statement of Work in accordance with the relevant Statement of Work, or if not set out on the relevant Statement of Work:

	Customer	Robiquity
Level One Representative		Delivery Lead
Level Two Representative		Client Partner
Level Three Representative		Director

The timescales for dispute resolution under this agreement or the relevant Statement of Work are as follows:

Referral To	Method	No. of days from dispute arising
Level One Representatives	Telephone or face-to-face meeting	7 Business Days
Level Two Representatives	Face-to-face meeting	14 Business Days
Level Three Representatives	Face-to-face meeting	14 Business Days

- 19.3 If any dispute has not been settled or a course of action for its settlement agreed within the time scales set out in clause 19.2, the parties may attempt to settle it by mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure. Unless otherwise agreed between the parties in writing, the mediator will be appointed by CEDR. To initiate the mediation a party must give written notice to the other party/parties to the dispute requesting mediation (the **ADR Notice**). A copy of the ADR Notice should also be sent to CEDR Solve. Subject to any constraints imposed by CEDR the mediation will start not later than 10 days after the date of the ADR Notice.

20. NOTICES

- 20.1 Each notice given under or in relation to this agreement or a Statement of Work must be in writing, must clearly state the full corporate name of the recipient and must be either delivered by hand or sent by pre-paid first class post to the recipient's nominated address, or sent by email to the recipient's nominated email address.
- 20.2 Robiquity's nominated address for notices is Level 8 Transmission, Atherton Street, Manchester, United Kingdom, M3 3GS, and its nominated email address is operations@robiquity.com. In either case the communication must be marked for the attention of the customer's Robiquity account manager.
- 20.3 The Customer's nominated postal address and email address for notices shall be deemed to be as set out in the most recent Statement of Work submitted to and accepted by Robiquity.
- 20.4 Each party may update its nominated contact details by notice to the other from time to time.
- 20.5 A notice shall be deemed to have been received:
- 20.5.1 in the case of a delivery made in person, when delivered;
 - 20.5.2 in the case of first-class post, two Business Days after posting; and
 - 20.5.3 in the case of email, at the time of sending if between 9am and 4:30pm on a Business Day, at 9am on that day if sent before 9am on a Business Day or otherwise at 9am on the next Business Day (provided in each case that no email delivery failure notification is received).

- 20.6 This clause 20 does not apply to the service of legal proceedings or other documents in any legal action.

21. GENERAL

- 21.1 For the purposes of this clause 21.1, "Employees" means those employees whose contract of employment transfers to Robiquity from the Customer as at the commencement date of the relevant Statement of Work. Where the Transfer of Undertaking (Protection of Employment) Regulations 2006 (SI 2006/246) ("Employment Regulations") applies, the Customer shall indemnify Robiquity in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Robiquity including all

legal expenses and other professional fees (together with any VAT thereon) in relation to: (a) the termination by the Customer or Robiquity of the employment of any of the Employees; (b) anything done or omitted to be done in respect of any of the Employees which is deemed to have been done or omitted by Robiquity by virtue of the Employment Regulations; and (c) any claim made at any time by any employee of the Customer other than the Employees who claim to have become an employee of or have rights against Robiquity by virtue of the Employment Regulations, provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Robiquity.

- 21.2 Each party will ensure that it and its officers, employees, contractors, shareholders, representatives and agents understand and comply with the Equality Act 2010 and the Worker Protection (Amendment of Equality Act 2010) Act 2023. Each party shall ensure that its personnel attend relevant training at least annually. The Customer acknowledges that Robiquity has a zero tolerance approach towards sexual harassment.
- 21.3 This agreement and any Statement of Work entered into under it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges and accepts that, in entering into this agreement and any Statement of Work, it has not relied upon any representation, undertaking or promise except as set out in this agreement or a Statement of Work.
- 21.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or a Statement of Work. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or a Statement of Work.
- 21.5 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 or a Statement of Work does not constitute and shall not be construed as a waiver of such term or right, remedy, power or privilege 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 right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 21.6 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to a Statement of Work shall not in any way affect the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- 21.7 A party may not assign, transfer or otherwise part with a Statement of Work or any right or obligation under it without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 21.8 Robiquity shall have the right to sub-contract the provision of any of the Services but remains responsible for the Services so subcontracted.
- 21.9 This agreement and each Statement of Work may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 21.10 Nothing in this agreement or any Statement of Work shall confer any rights upon any person who is not a party to this agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21.11 This agreement and each Statement of Work (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive



jurisdiction of the English courts in relation to any dispute arising under or in connection with this agreement and each Statement of Work.



Signed:	Signed:
Name	Name
Title	Title
Duly authorised, for and on behalf of ROBIQUITY LIMITED	Duly authorised, for and on behalf of [Customer name]
Date: _____	Date: _____