CoComply.

Master Subscription and Services Agreement

Date of Agreement: [DATE] ("Effective Date")

CoComply Master Subscription and Services Agreement (UK)
This Agreement incorporates Schedule 1 (Subscription: Order Form / Fees and Commercials) and Schedule 2 (Services Description) and governs the Client's subscription to the CoComply platform and / or related Services.

Agreement
In consideration of the payment of the Fees by the Client to CoComply, CoComply shall provide the Services subject to the terms and conditions of the Agreement.

Parties

CoComply:	**CoComply Limited** a company incorporated in England with Company Number: 12141000 at the address of: Glasshouse Alderley Park, Alderley Edge, Macclesfield, England, SK10 4TF ("CoComply")
Client:	**[CLIENT NAME]** a company incorporated in England with Company Number: [COMPANY NUMBER] at the registered address of: [CLIENT ADDRESS] (the "Client")

Recital

This contract reflects the agreement by the Client to obtain the Services of CoComply in accordance with the schedules and the Terms and Conditions contained herein.

Notice

In agreeing to this Agreement it is deemed that both parties have read and understood the Terms and Conditions herein and agree to be bound by them in their entirety. In the event that the Agreement is not signed by one or both parties acceptance can be inferred by conduct.

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Company Number: **12141000**

Signed for and on behalf of CoComply

_____

Signed

_____

Print Name

_____

Position

_____

Date

Signed for and on behalf of [THE CLIENT]

_____

Signed

_____

Print Name

_____

Position

_____

Date

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Definitions and Interpretations

Agreement:	means, in order of precedence: (1) Schedule 1 (Order Form / Fees and Commercials); (2) Schedule 2 (Services Description); (3) any other Schedule(s); and (4) these Terms and Conditions, together with any Change Orders agreed in writing.
Additional Services:	means any consultancy, advisory, support, training or document-analysis services that are not included in the Annual Subscription Fee and are set out in Schedule 1 or a Change Order.
Affiliate:	means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, or any entity that is under substantially the same management or effective control as a party, where 'control' includes the ability to direct or cause the direction of management or policies, whether through ownership of voting securities, contract, or otherwise.
Annual Subscription Fee	means the platform subscription fee for the relevant Contract Year as set out in Schedule 1, as adjusted in accordance with the annual indexation provision.
Authorised Users:	means the Client's employees, individual contractors, workers or agents (including any third parties acting on the Client's behalf) who are permitted by the Client to access and use the Services for the Client's internal business purposes.
Business Day:	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Change Order:	means a written amendment (including an Order Form amendment or addendum) that references this Agreement, is executed by both parties, and sets out agreed changes to the Services or usage limits/volumes (e.g., suppliers/users/features) and any incremental fees for additional capacity or add-on services. A Change Order may not reduce or waive the Annual Subscription Fee for the then-current Contract Year;
Client Data:	means any data, documents and information (including personal data) supplied by or on behalf of the Client and processed by CoComply in connection with the Services.
Contract Year:	each successive 12-month period during the Term, commencing on the Effective Date and on each anniversary of the Effective Date.
Initial Term:	means the period specified in Schedule 1 under "Initial Term"
Renewal Term:	each renewal period stated in Schedule 1.
Term:	means the Initial Term together with any Renewal Terms.

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Contractor:	means an off-payroll worker operating through its own personal service company (PSC) engaged by the Client.
Data Protection Legislation:	means the UK GDPR, the Data Protection Act 2018, and any other applicable data protection laws in force in the UK from time to time.
Employment Status:	means status determined under Chapter 8 and/or Chapter 10, Part 2 ITEPA 2003.
Fees:	means all charges payable by the Client under this Agreement, including the Annual Subscription Fee and any fees for Onboarding, Annual Support and Additional Services as set out in Schedule 1, together with any incremental fees under a Change Order.
Intellectual Property Rights:	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names, domain names, rights in get-up, goodwill, rights in designs, software, databases, confidential information (including know-how and trade secrets), and all similar or equivalent rights, whether registered or unregistered, and all applications, renewals or extensions, anywhere in the world.
Platform:	means CoComply's proprietary Services-as-Software platform and system-of-record made available to the Client as part of the Services.
SDS:	means a Status Determination Statement issued in relation to the Off-Payroll Working Rules.
Services:	means the RegTech (regulatory technology) solutions and related services provided by CoComply, including access to the Platform, automated classification and compliance tooling, analytics, reporting, and any supporting managed-service or advisory components, as further described in Schedule 2.
Sub-processor:	means any third party engaged by CoComply to process Client Data on its behalf.
Terms and Conditions:	means the general terms and conditions set out in this document (excluding the Schedules), which govern the provision of the Services under this Agreement.
Working Practices:	means the day-to-day working practices of a Contractor or worker in the engagement.

1. General Provisions

1.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement whether verbal, written or by conduct to which this matter refers and, unless otherwise agreed in writing, the terms of this Agreement shall prevail over any previous terms of business, agreement or any purchase conditions put forward by the Client.

1.2 Neither party may assign this Agreement without the other party's prior written consent, except either party may assign (a) to an Affiliate or (b) in connection with a merger, reorganisation, or sale of all or substantially all of its assets or business without consent, provided the assignee is not a competitor of the other party and agrees in writing to be bound by this Agreement.

1.3 Any variations or alterations to this Agreement in whole or in part will only be valid if they are expressed in writing and agreed and signed by both parties.

1.4 Any references to statute will include any amendments made to the relevant legislation from time to time.

1.5 The headings are for information only and shall not constitute any part of this Agreement.

1.6 The Definitions shall form part of this Agreement.

2. Rights and Obligations of the Parties

2.1 CoComply will deliver the Services as described in Schedule 2 (and any agreed Change Orders).

2.2 Subject to payment of the Fees, CoComply grants the Client a non-exclusive, non-transferable, non-sub-licensable right for Authorised Users to access and use the Platform during the Term for the Client's internal business purposes.

2.3 The Initial Term and renewal terms are set out in Schedule 1.

2.4 Where CoComply provides Services in relation to Employment Status and the Off-Payroll Working Rules (or any jurisdictional equivalent), any information or guidance provided by CoComply which is not in relation to such rules does not constitute formal advice and should not be treated as such. The Client should request specific advice from a CoComply partner or another external third party before taking any action.

2.5 The Services are for the Client's benefit only and may not be relied upon by any third party without CoComply's prior written consent.

2.6 Queries relating to taxation/accountancy (other than the Off-Payroll Working Rules) are out of scope.

2.7 Queries relating to employment rights are out of scope; CoComply may quote separately.

2.8 The Client permits CoComply to use the Client's name and logo to identify the Client as a customer. Any case study naming the Client will be submitted for prior approval.

2.9 The Client shall ensure Authorised Users comply with CoComply's acceptable-use, security and access policies notified from time to time, and shall not: (a) share log-ins; (b) copy, modify, reverse-engineer or decompile the Platform (save to the extent permitted by law); (c) perform security or performance testing without written consent.

2.10 CoComply may suspend access for maintenance, upgrades or security reasons, giving reasonable notice where practicable, and may suspend for non-payment or material breach, and shall reinstate promptly following payment or remedy.

2.11 The Client grants CoComply a non-exclusive, royalty-free licence (with the right to sublicence to Sub-processors) to use Client Data and Client-supplied materials solely to provide, maintain, secure, and improve the Services, subject to clause 6.6.

2.12 CoComply will use reasonable endeavours to maintain service availability, excluding periods of planned maintenance (notified in advance where practicable) and emergency security maintenance. No service credits shall apply unless expressly provided in Schedule 1. Any failure or delay in the performance of the Services arising from the acts or omissions of internet service providers or hosting providers beyond CoComply's reasonable control shall not be deemed a failure of performance by CoComply.

2.13 AI/ML Outputs. The Platform uses automated methods and may not always produce complete or error-free outputs. The Client must review and validate all outputs before reliance. The Client is responsible for all decisions based on the outputs except where directly caused by CoComply's negligence.

3. Payment Terms

3.1 The Client shall pay CoComply's invoices within 15 days of invoice date. CoComply shall issue the first invoice on the Effective Date and thereafter on each anniversary of the Effective Date. Delayed onboarding or partial use does not defer the billing date. Any Fee increases shall apply as set out in Schedule 1. For the avoidance of doubt, fees for on-demand or usage-based Services (including SoW Parsing bundles, Image-Based Document Conversion fees, and any Additional Services) shall be invoiced at the time such Services are requested or delivered, and shall be payable in accordance with this clause.

3.2 CoComply may in some circumstances recommend a second opinion be sought relating to advisory components of the Services. Prior to seeking a second opinion, CoComply shall provide written notice to the Client, outlining the reasons for requiring an additional review. In the event that a second opinion is sought, an additional fee will be agreed in advance and charged to the Client.

3.3 The Fees shall exclude VAT which shall be added separately where applicable. CoComply's VAT registration number will be referenced on invoices.

3.4 CoComply reserves the right to charge interest and compensation on any overdue invoices. Interest will be charged at 8% above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.5 Invoice disputes. All invoices are deemed accepted unless the Client notifies CoComply in writing within five (5) Business Days of the invoice date, specifying in reasonable detail the amount disputed and the factual basis for the dispute. The Client shall pay all invoices in full

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when due unless it can demonstrate that CoComply is in material breach of this Agreement and that such breach directly affects the disputed amount.

3.6 Resolution. Where a bona fide dispute is raised under 3.5, senior representatives shall meet within ten (10) Business Days to attempt to resolve it. If not resolved within twenty-one (21) days of the original dispute notice, the outstanding amount becomes immediately payable in full, unless the Client has substantiated in writing that CoComply remains in material breach. Interest under clause 3.4 will accrue on any sum found payable from the original due date. The Client may not set-off or withhold payment for any other reason.

4. Term and Termination

4.1 This Agreement shall commence from the Effective Date or if undated from the date that CoComply commences providing Services to the Client and remain ongoing for the entire Term unless terminated in accordance with this clause.

4.2 Either party may terminate the contract with immediate effect upon written notice in the event that:

4.2.1 a fundamental breach of the contract is committed by the other party which is incapable of remedy;

4.2.2 a material breach of the contract is committed which the party in breach is unable to remedy within 14 (fourteen) days of having received the notice in writing to do so;

4.2.3 the other party goes into insolvent liquidation or is declared bankrupt; or

4.3 Any termination shall be without prejudice to any rights which have accrued up to the date of termination or which shall accrue thereafter.

4.4 All fees paid are non-refundable. Termination by the Client shall not entitle the Client to any refund of fees paid in advance unless expressly agreed in writing by CoComply.

4.5 Upon termination or expiry, CoComply will make Client Data export available for 90 days and thereafter delete Client Data from active systems within a reasonable period, save where retention is required by law or for audit/insurance purposes.

4.6 Survival. The following clauses shall survive expiry or termination of this Agreement: 4.4 (Fees), 4.5 (Data export and deletion), 5 (Confidentiality), 6 (Intellectual Property Rights), 7 (Data Protection), 8 (Indemnity and Insurance), 9 (Severability), 12 (Rights of Third Parties), 13 (Notices), and 14 (Law and Jurisdiction). Any other provisions which by their nature are intended to survive shall also remain in full force and effect.

5. Confidentiality and Non-disclosure

5.1 Both parties agree that at any time before, during or after the termination of this Agreement they shall not divulge, disclose, reproduce or distribute to any third party any confidential information relating to or belonging to the other party. This includes but is not limited to

process flows, training documentation, methodology, governance and compliance templates, and is not limited to any information which either party has been told is confidential or which is reasonably expected to be confidential.

5.2 The undertakings shall not apply to confidential information which:

5.2.1 at the time of its disclosure is in the public domain;

5.2.2 after disclosure comes into the public domain for any reason except the failure to comply with the terms of this clause;

5.2.3 was lawfully in possession prior to such disclosure;

5.2.4 The information is required to be disclosed, retained or maintained by law or any regulatory or government authority.

5.3 This clause shall survive the termination of this Agreement and shall remain in perpetuity.

6. Intellectual Property Rights

6.1 CoComply shall retain ownership of all existing Intellectual Property Rights, including but not limited to patents, trade marks, copyrights, trade secrets, designs, documents, data, materials, and any other proprietary information developed, created, or conceived, whether individually or collectively.

6.2 Any media, information, or records created by CoComply to enable, document, or evidence the provision of the Services - including, without limitation, transcripts, recordings, logs, annotations, and other artefacts - shall remain the property of CoComply. CoComply may retain and use such records after termination for audit, insurance, quality assurance, or evidential purposes, subject always to applicable Data Protection Legislation and its duty of confidentiality to the Client. CoComply shall retain such records only for so long as reasonably required for those purposes and shall securely delete or anonymise them thereafter.

6.3 As between the parties, the Client owns all Client Data and any compliance outputs (including assessments, SDSs, dashboards, and reports) produced for it through the Services. CoComply grants the Client a worldwide, perpetual, royalty-free licence to use those outputs for its internal business, audit, and compliance purposes. CoComply retains ownership of all underlying technology, models, and methodologies used to generate such outputs.

6.4 Each party acknowledges that the Intellectual Property disclosed or made available during the course of this Agreement is confidential and proprietary. Both parties shall maintain strict confidentiality regarding any such Intellectual Property and shall not disclose, distribute, or make it available to any third party without the explicit written consent of the owning party.

6.5 Nothing in this Agreement shall transfer or grant to the Client any right, title, or interest in or to CoComply's software, platform, source code, algorithms, models, or other proprietary technology, except the limited right to access and use the Services during the Term in accordance with this Agreement.

6.6 CoComply may collect, generate, process and use aggregated, anonymised or de-identified data derived from Client Data or the Client's use of the Platform to analyse Platform performance, enhance and develop the Platform and Services, produce analytics or benchmarking insights, and for research, publications, marketing or promotional activities, provided that such data cannot reasonably identify the Client, its Affiliates or any individual.

For the avoidance of doubt, CoComply does not use Client Data or Client-specific outputs to train or fine-tune artificial-intelligence or machine-learning models.

All aggregation, anonymisation and use of derived data shall be carried out in accordance with applicable Data Protection Legislation.

7. Data Protection Notice

7.1 Each party shall comply with the Data Protection Legislation.

7.2 For Client Data, the Client is Controller and CoComply is Processor. CoComply shall: (a) process Client Data only on documented instructions from the Client; (b) implement appropriate technical and organisational measures; (c) ensure personnel are bound by confidentiality; (d) engage Sub-processors under written terms no less protective and remain responsible for their acts/omissions; (e) notify the Client without undue delay after becoming aware of a personal data breach; (f) assist with data subject requests, security, DPIAs and consultations to the extent reasonably required; (g) at termination, delete or return Client Data (unless law requires retention); (h) make available information necessary to demonstrate compliance and allow audits no more than once per year on reasonable notice, subject to confidentiality; (i) only transfer Client Data internationally in compliance with the Data Protection Legislation (e.g., UK IDTA or Addendum as applicable).

7.3 The Client shall ensure it has all necessary lawful bases and notices to provide Client Data and shall not upload special category data unless agreed in writing.

7.4 CoComply will take appropriate measures to prevent unlawful disclosure, unauthorised processing of or accidental loss, destruction, damage or alteration to such data and shall ensure a level of security for such data as is appropriate.

7.5 CoComply shall seek to ensure that any third party that they engage during the delivery of the Services, will be subject to obligations no less onerous than those contained in this clause. CoComply shall ensure any Sub-processor is bound by obligations no less protective than those in this clause and remains responsible for their acts and omissions as if they were CoComply's own.

7.6 CoComply shall maintain appropriate technical and organisational measures consistent with industry standards (including encryption, access controls, and regular penetration testing) to safeguard Client Data.

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8. Indemnity and Insurance

8.1 CoComply shall be liable only to the extent a loss arises directly and solely from CoComply's negligent performance of the Services. CoComply shall not be liable for any taxes, NICs, interest or penalties assessed by HMRC or any tax authority except to the extent such liability arises directly from CoComply's negligence.

8.2 Neither party shall be liable for indirect or consequential loss, including loss of profit, revenue, data, goodwill or anticipated savings.

8.3 Subject to clause 8.4, each party's aggregate liability arising out of or in connection with the Agreement shall not exceed the Maximum Liability Cap in Schedule 1. Aggregation: All claims arising under or in connection with this Agreement shall aggregate towards the cap.

8.4 Nothing limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited.

8.5 Any liability arising from CoComply's breach of clause 7 (Data Protection) shall be subject to the liability cap set out in clause 8.3.

8.6 CoComply shall have no liability where the Client has withheld, misstated or failed to disclose relevant information.

8.7 CoComply shall maintain professional indemnity insurance at commercially reasonable levels and provide evidence of such policies to the Client upon request.

9. Severability

9.1 If any term or condition of this Agreement should be held by a court to be wholly or partially invalid, void or unenforceable for any reason, the remaining parts of this Agreement will remain in force and continue to be valid. Any unenforceable part of the Agreement shall not serve to affect any other provisions in the Agreement and all other provisions shall remain in effect and in force.

10. Waiver

10.1 The failure to exercise or enforce any right conferred by this Agreement does not constitute a waiver of that right nor does it operate to bar the exercise or enforcement of that right at a future date.

11. Frustration of the Contract

11.1 If either party is prevented or delayed from performing their obligations (excluding the payment obligations) by force majeure then such party shall be excused from performing their obligations for so long as such cause or prevention shall continue.

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11.2 For the avoidance of doubt force majeure shall be deemed to be any cause affecting performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of either party and inter alia including the following:

11.2.1 Acts of God, war, riot, strike, lock out or other labour disputes, fire, flood, storm (electrical or otherwise), drought, legislation, the inability to secure labour, material outages or degradation of cloud infrastructure, core internet routing, or third-party AI/ML model providers (whether of the foregoing class or not).

12. Rights of Third Parties

12.1 Both parties agree that these Terms shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 and this contract can be rescinded or varied by agreement between the parties without the consent of any such third party. For the purposes of this clause a third party means any person, company or entity who is not a party to this contract.

13. Notices

13.1 Any notice under this Agreement must be in writing and sent by (a) hand delivery, (b) pre-paid first-class post, or (c) email to the contact details stated in Schedule 1 (or such other address as notified in writing).

A notice sent by post is deemed received at 9:00 a.m. on the second Business Day after posting.

A notice sent by email is deemed received when the sender obtains written acknowledgement of receipt (by reply email or signed confirmation).

14. Law and Jurisdiction

14.1 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Acceptance

15.1 Your continuing instruction will amount to acceptance of this Agreement.

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16. Compliance

16.1 Each party shall comply with applicable anti-bribery, anti-corruption, and economic sanctions laws (including the UK Bribery Act 2010). Neither party shall engage in any activity that would cause the other party to be in breach of such laws.

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