

Terms and Conditions for the provision of the iPassport managed service system and associated services

LAST UPDATE: January 2026

PARTIES

1. Genial Compliance Systems Limited registered in England and Wales (Company No. 08776173) whose registered office is at Unit 62, CoWorkz Business Centre, Chester West Employment Park, Minerva Avenue, Chester CH1 4QL (hereinafter "Provider")
2. The employees, representatives and/or authorized users of the company accessing the Hosted Services using valid authorized login credentials, (hereinafter "Customer").

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means any documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date of first access to the Hosted Services;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

"Hosted Services" means the services which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on the functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;

(b) any use of the Platform or Hosted Services contrary to the intended use, whether by the Customer or by any person authorised by the Customer;

(c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or

(d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in proposals provided to the Customer by the Provider;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential

1. Definitions

- 1.1 In this Agreement, except to the extent expressly provided otherwise:

"Account" means an account enabling a person to access and use the Hosted Services, including both read/write and view-only accounts;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in an invoice from Provider to Customer

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked or described as "confidential"; or

- (ii) should have been reasonably understood by the Provider to be confidential; and

- (b) the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

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information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Support Services" means support in relation to the use of and the identification and resolution of errors in the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall commence on the Effective Date and shall continue until the expiry date specified in the applicable Order Form or other agreed ordering document (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive renewal periods of equal duration to the Initial Term (each a "Renewal Term"), unless either party gives the other written notice of termination in accordance with the notice period specified in this Agreement prior to the end of the then-current Term.

3. Hosted Services

3.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date.

3.2 The Provider hereby grants to the Customer a worldwide, nonexclusive licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer during the Term.

3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer;
- (b) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the Customer purchase order, Provider invoice or equivalent associated document.

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Hosted Services;
- (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
- (c) the Customer must not use the Hosted Services to provide services to third parties;
- (d) the Customer must not republish or redistribute any content or material from the Hosted Services;
- (e) the Customer must not make any alteration to the Platform; and
- (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services.

3.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to account access details, to ensure that no unauthorised person may gain access to the Hosted Services.

3.6 The Provider shall use all reasonable endeavours to maintain the availability of the Hosted Services to the, but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- (a) a Force Majeure Event;
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of the Customer's computer systems or networks;
- (d) any breach by the Customer of this Agreement; or
- (e) scheduled maintenance carried out in accordance with this Agreement.

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- 3.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 3.9 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.10 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.11 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance Services

- 4.1 The Provider shall provide the Maintenance Services to the Customer during the Term.
- 4.2 The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.
- 4.3 The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.
- 4.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any nonsecurity Update to the Platform.
- 4.5 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 4.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5. Support Services

- 5.1 The Provider shall provide the Support Services to the Customer during the Term.
- 5.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.

5.3 The Provider shall provide the Support in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

5.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

5.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Customer Data

6.1 The Customer hereby grants to the Provider a nonexclusive licence to copy, reproduce, store, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.

6.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights of any person and will not breach the provisions of any law, statute or regulation.

6.3 The Provider shall create a back-up copy of the Customer Data at least daily and shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

7. No assignment of Intellectual Property Rights

7.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

8. Charges

- 8.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement
- 8.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

9. Payments

9.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.

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9.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 9

9.3 The Customer must pay the Charges by bank transfer or cheque, using such payment details as are notified by the Provider to the Customer from time to time.

9.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

10. Provider's confidentiality obligations

10.1 The Provider must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to the Customer Confidential Information;

10.2 Notwithstanding Clause 10.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees and professional advisers who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

10.3 This Clause 10 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

10.4 The restrictions in this Clause 10 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

10.5 The provisions of this Clause 10 shall continue in force indefinitely following the termination of this Agreement.

11. Data protection

11.1 The Provider shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

11.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.

11.3 The Provider shall only process the Customer Personal Data during the Term, subject to the other provisions of this Clause 11.

11.4 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area, as set out in this Agreement or any other document agreed by the parties in writing.

11.5 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

11.6 Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

11.7 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

11.8 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data

11.9 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate this Agreement on 7 days' written notice to the Provider, providing that such notice must be given within the period of 7 days following the date that the Provider informed the Customer of the intended changes.

11.10 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

11.11 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal

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11.12 The data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 24 hours following the Provider becoming aware of the breach. The Provider may charge the Customer for any work performed by the Provider at the request of the Customer pursuant to this Clause 11.11

Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

a) 11.13 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the

Provider's processing of Customer Personal Data with the Data

(b) Protection Laws and this Clause 11. The Provider may charge the Customer for any work performed by the Provider at the request

of the Customer pursuant to this Clause 11.13. 12.6

11.14 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data 12.7 carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

12. Warranties

12.1 The Provider warrants to the Customer that:

13.

(a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; 13.1

(b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

(c) the Provider has or has access to all necessary know-how, 13.2 expertise and experience to perform its obligations under this Agreement.

12.2 The Provider warrants to the Customer that:

(a) the Platform and Hosted Services will conform in all material 13.3 respects with the Hosted Services Specification;

(b) the Hosted Services will be free from Hosted Services Defects;

12.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

12.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

12.5 If the Provider reasonably determines, or any third party

(c) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services; 14. alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

Acknowledgements and warranty limitations

The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as by the Provider; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

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Limitations and exclusions of liability

(d) the Platform will be free from viruses, worms, Trojan horses, other malicious software programs; and

the Platform will incorporate security features reflecting the requirements of good industry practice.

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in this Agreement:

(a) are subject to Clause 14.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

14.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

14.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

14.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

14.6 Neither party shall be liable to the other party in respect of any loss of use or production.

14.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

14.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software, providing that this Clause 14.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 6.3.

14.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

14.10 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under this Agreement in the 12 month period preceding the commencement of the event or events.

14.11 The aggregate liability of each party to the other under this Agreement shall not exceed the total amount paid and payable by the Customer to the Provider under this Agreement.

15. Force Majeure Event

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) limit or exclude any liability for death or personal injury resulting from negligence; (e)

(b) limit or exclude any liability for fraud or fraudulent misrepresentation; in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

16. Termination

16.1 Either party may terminate this Agreement by giving to the other party at least 90 days' written notice of termination.

16.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

16.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement). **17. Effects of termination**

17.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 7, 10, 11, 14, 18, 20, 21

17.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

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17.3 Where the Customer terminates this Agreement other than as a result of the Provider's material breach, no Charges paid or payable shall be refundable, and the Customer shall remain liable for payment of all Charges due for the full Term, notwithstanding such termination, without prejudice to the parties' other legal rights.

18. Notices

18.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 18.2:

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

18.2 The Provider's contact details for notices under this Clause 18 are as follows:

Genial Compliance Systems Ltd
Unit 62 Coworkz Business Centre
Minerva Avenue
Chester CH1 4QL

18.3 The addressee and contact details set out in Clause 18.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

19. Subcontracting

19.1 The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

19.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

19.3 Notwithstanding the provisions of this Clause 19 but subject to any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

20. General

20.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

20.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

20.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

20.7 This Agreement shall be governed by and construed in accordance with English law.

20.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

21. Interpretation

21.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

21.2 The Clause headings do not affect the interpretation of this Agreement.

21.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

21.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

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