



TERM AND CONDITIONS

Front Sheet

Customer

Period of Agreement

This Agreement will commence on **XXX** (the "Effective Date") and shall continue for a period of **XXX**, ending on **XXX**, unless terminated earlier in accordance with the terms of this Agreement. During this period, **XXX** ("Customer") will have access to the SOPHIA platform, provided by Carradale Futures, at the fees set out below.

Service

Carradale will provide the Customer with access to the SOPHIA and SOP Academy services, including all content and tools available through the platforms located at <https://uk.sophiaplatform.app/> and <https://sopacademy.carradalefutures.com/>. These services will be accessible via any standard web browser.

The SOPHIA Annual License includes:

- Unlimited users
- Unlimited content
- Dedicated account manager for ongoing support
- Customisable analytics and reporting dashboards

Authorised Users

All staff members are considered authorised users of the SOPHIA platform and SOP Academy services provided by Carradale. Each authorised user will have access to the full range of features and resources available on the platforms, subject to the terms and conditions outlined in this Agreement.

Commercial Terms

Carradale will provide the Customer with access to the SOPHIA platform at a rate of **£XXX + VAT** for the duration of this Agreement.

This agreement has been entered into on the Effective Date above.



Terms and Conditions

1. Term

1.1 This Agreement shall commence on the Effective Date and continue for the entire Period of Agreement ("**Term**").

2. Service

2.1 Following the Effective Date, we shall make the Service available for your Authorised Users, as set out in the Front Sheet.

3. License

3.1 Subject to payment of the Fees, Carradale Futures grants all Authorised Users the right to access and use the Service for its intended purposes, as designed, and subject to any restrictions set out in the Front Sheet, during the Term. You may not sub-license the right to access and/or use the Service to any third party.

4. Fees

4.1 You shall pay the Fees set out on the Front Sheet.

4.2 The Fees are payable as a one-off payment in advance via bank transfer. An invoice for the full amount will be issued, and payment is due upon receipt.

5. Confidential Information

5.1 For the purposes of this clause, the parties warrant that any Confidential Information, as defined in the UK Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR), collected and processed in accordance with this Agreement shall be processed in a manner that ensures appropriate security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures. The parties will comply with all requirements and obligations imposed by the UK Data Protection Act 2018 and the UK GDPR.

6. Data Protection

6.1 The parties will comply with all laws and regulations regarding privacy, confidentiality and/or data protection, including the UK General Data Protection Regulation and the Privacy and Electronic Communications (EC Directive)



Regulations 2003 (each as supplemented or replaced from time to time) (the "**Data Protection Laws**") relevant to activities under this Agreement.

6.2 Each party is deemed to be acting as a controller with respect to personal data processed under or in relation to this Agreement ("**Personal Data**"), under applicable Data Protection Law. Each party shall, in its capacity as a controller:

- (a) provide assistance to allow the other party to comply with any data subject requests (whether in relation to access to Personal Data, rectification, restrictions on processing, erasure or portability) insofar as possible.
- (b) provide assistance to allow the other party to comply with any other queries or complaints from a supervisory authority (as defined in Data Protection Law) insofar as possible.
- (c) promptly notify the other party of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed pursuant to this Agreement ("**Security Incident**"), and shall provide reasonably necessary assistance to enable the other party to notify insofar as possible (i) the relevant supervisory authority, promptly and in any event no later than 72 hours after relevant data controller becomes aware of a Security Incident; and (ii) the relevant data subjects without undue delay (where required) of a Security Incident; and
- (d) use appropriate technical, security and organisational measures to prevent unauthorised or unlawful processing of Personal Data and against accidental loss, destruction, damage, theft, use or disclosure of the Personal Data.

6.3 We are not obliged to share any personal data with you about any Authorised users other than in accordance with Data Protection Law and as expressly required under this Agreement.

6.4 We may share aggregated, anonymised data derived from Authorised Users' interactions with the Service with you, provided such data cannot reasonably identify any individual, in compliance with Data Protection Law.

6.5 We may use Personal Data and other data about Authorised Users and their use of the Services to improve the Services and for other legitimate purposes, in line with Data Protection Law.



7. Intellectual Property

7.1 Nothing in this Agreement shall cause the ownership of any intellectual property rights (including, without limitation, patents, copyright, database rights and related rights) ("**Intellectual Property Rights**") belonging to one party to be transferred to the other.

7.2 We and our licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in our brands, trademarks and logos and the Service (including all content and information made available via the Service). Except as expressly permitted by this Agreement, you may not use any of our Intellectual Property Rights without our prior written consent.

7.3 You and your licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in your brands, trademarks and logos. Except as expressly permitted by this Agreement, we may not use any of your Intellectual Property Rights without your prior written consent.

8. Warranties

8.1 Each party warrants to the other that it has the right to enter into and perform its obligations under this Agreement, and it shall perform its obligations under this Agreement in accordance with all applicable laws.

8.2 Except as expressly set out in this Agreement, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Service or any content available through or recommendations made by the Service. In particular, we (a) do not warrant that the operation of the Service will be uninterrupted or error-free, or that the Service will meet your or any Authorised User's requirements; and (b) do not warrant, represent or guarantee any specific results relating to health or wellness as a result of any Authorised User's use of the Services.

9. Liability

9.1 Nothing in this Agreement limits or excludes either party's liability: for death or personal injury caused by its negligence; for fraudulent misrepresentation or for any other fraudulent act or omission; to pay sums properly due and owing to the other in the normal course of performance of this agreement; or for any other liability which may not lawfully be excluded or limited.



9.2 Subject to clause 9.1, we shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any: loss of profit, loss of sales, turnover, revenue or business, loss of or damage to reputation or goodwill, or any indirect, consequential or special loss, arising out of or relating to this Agreement.

10. Public Announcements

10.1 Both parties agree that any public announcement, press release, or external communication related to this Agreement, including the announcement of the partnership or work together, shall be communicated in a positive and constructive manner to reflect the value of the collaboration.

10.2 Such communications shall not disclose any Confidential Information (as defined in Clause 5) without prior consent.

10.3 Both parties acknowledge the importance of showcasing the partnership's success and agree to collaborate to ensure the announcement is well-received by external stakeholders.

11. Termination

11.1 Either party may terminate this Agreement by giving not less than **two (2) months'** prior written notice to the other party, effective at the end of the Term or any subsequent contract year.

12. General

12.1 Neither party may assign any or all of its rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or transfer of substantially all assets, provided notice is given.

12.2 This Agreement may only be varied by a document signed by both parties.

12.3 The Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement and no person other than the parties shall have any rights under it.

12.4 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.



12.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).