

CONTRACTUAL PROVISIONS

TNC – TERMS OF BUSINESS AND CONTRACT

By signing this SOW, Customer (“you”) is entering into a contract with TNC, which consists of:

a) this SOW, and

b) TNC’s terms of business (“Terms of Business”) a copy of which is attached.

In the event of any conflict, inconsistency or ambiguity, the provisions of the Terms of Business shall have priority over the SOW.

The Terms of Business will apply to any Services which are carried out by TNC which are not set out in the SOW.

All Services will be delivered in accordance with TNC’s policies and TNC’s code of conduct available on TNC’s website and as updated from time to time.

Acknowledgement and Agreement

Please sign this SOW to acknowledge and accept the terms of this contract.

SIGNED:

SIGNED:

PRINT NAME:

PRINT NAME:

DATED:

DATED:

JOB TITLE:

JOB TITLE:

FOR AND ON BEHALF OF:

The Network Collective Limited

FOR AND ON BEHALF OF CUSTOMER:

TERMS OF BUSINESS

These Terms of Business apply to the order by you and supply of any services (the “**Services**”) by The Network Collective Limited (“**we**” or “**us**”) from time to time as set out in a statement of works, as varied or amended from time to time (**Statement of Works**) and together comprise the contract between us (the “**Contract**”). They shall apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Contract is the entire agreement between you and us in relation to the Services and you acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

Any descriptions or illustrations provided in any proposal shared with you are provided for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

1. Our Services

- 1.1. We shall provide the Services between the hours of 9am and 5pm, Monday to Friday (other than a public holiday) in the United Kingdom (**Business Hours**).
- 1.2. We warrant to you that the Services will be provided with reasonable skill and care. We will not provide any further services unless agreed by us in writing. Any additional services may be subject to additional charges. If we are asked to provide Services outside of Business Hours, we may agree to do so but this may be subject to additional charges.
- 1.3. We are providing specific advice for the engagement set out in the Statement of Works and for no other purpose and we do not accept any responsibility whatsoever for the use of our advice for a different purpose or in a different context or by any person other than you.
- 1.4. In the provision of the Services, we may provide our views to you on the terms of contracts between you and your third party suppliers (**Suppliers**) based on our commercial and industry experience. We do not provide legal advice and any information you obtain from us should not be seen as a substitute for legal advice. Any decision to enter into, vary, terminate or continue any such contract with a Supplier is a matter for your commercial judgement. We strongly recommend that you take legal advice before entering into, varying or terminating any contract. We will not be liable for any loss or damage (whether express or implied tortious or otherwise, including without limitation loss of profit, loss of or damage to goodwill, loss of sales or business, loss of agreements or contracts, loss of anticipated savings or loss of opportunity or any indirect, special or consequential loss) which you may suffer arising from entering into, varying, terminating or continuing any such contract.
- 1.5. You are responsible for ensuring that the technical specifications of any project, solution or system provided by Suppliers (**Project**) are suitable for your needs, are fit for purpose and that the Project meets your requirements.
- 1.6. We shall provide the Services in accordance with the deliverables set out in the Statement of Works (**Deliverables**) and Scope of the Services (as defined in each Statement of Works).

2. Provision of Information to Us and Timing

- 2.1. You agree to cooperate with us in the delivery of our Services and provide complete and accurate information to us in a timely manner. We are not liable for any loss or damage, of whatsoever nature, arising from or as a result of your failure to cooperate with us, arising from inaccurate or incomplete information or instructions being provided to us or errors or omissions in any such information or instructions.
- 2.2. We will use all reasonable endeavours to meet any performance dates specified in the Statement of Works, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

- 2.3. In the event of a delay arising from your acts or omissions, the acts or omissions of a third party (including but not limited to any Supplier), the timetable for delivery of the Services will be extended by the duration of the delay and we will agree in writing the responsibility for any additional costs incurred by us as a result of such act or omission.

3. Our Fees and Payment of Our Invoices

- 3.1. In consideration of us providing the Services, you must pay our fees as set out in the applicable Statement of Works (**Fees**).
- 3.2. Our invoices in respect of our Fees are payable within 30 days after issue of the invoice. If any sum payable under the Contract is not paid within 7 days after the due date for payment (the **Due Date**) then (without prejudice to our other rights and remedies) we reserve the right to (i) charge interest on the overdue sum before and after any judgement from the Due Date to the date of actual payment (both dates inclusive) at the rate of 3 per cent above the base lending rate of HSBC Bank plc (or such other London Clearing Bank as we may nominate) from time to time in force compounded quarterly (such interest will be paid by you to us on demand); and (ii) suspend the performance of the Services for as long as such sums remain unpaid, and we will not be liable for the consequences of any delay caused by such suspension.
- 3.3. If you receive an invoice which you reasonably believe includes a sum which is not valid and properly due, you shall a) notify us in writing as soon as reasonably practicable, and in any event within 15 days of the date of the invoice and b) pay the balance of the invoice which is validly due by the due date for payment of the invoice. The parties shall attempt, in good faith, to resolve the disputed Fees as swiftly as possible and once the dispute has been resolved, where either party is required to make a balancing payment or issue a credit note, it shall do so within 5 working days.
- 3.4. Our Fees are exclusive of value added tax (**VAT**). Where VAT is payable in respect of some or all of the Services, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Fees.

4. Expenses

- 4.1. You agree to pay all reasonable expenses and disbursements incurred by us or our employees or contractors in carrying out the Services, as agreed with you in advance (**Reasonable Expenses**).

5. Your Responsibilities to Us

- 5.1. You agree to:
- 5.1.1. provide us with complete, accurate and timely information;
 - 5.1.2. carry out any obligations ascribed to you, or to be undertaken by you, or to procure the carrying out of the same by any party under your control, in a timely manner so as to enable us to carry out the Services (including, but not limited to, the obligations set out in the applicable Statement of Works); and
 - 5.1.3. co-operate fully with us in the provision of the Services.

6. Confidentiality Obligations

- 6.1. We each agree that, save as set out below, we will not at any time disclose to any person any confidential information disclosed to either of us concerning the business or affairs of the other.
- 6.2. We each agree that we may disclose the other's confidential information a) to such of our employees, officers, agents, advisers, consultants or sub-contractors (**Representatives**) who need to know such information for the purposes of carrying out our respective rights and obligations under this Contract, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with this clause and b) as may be required by law, court order or any governmental or regulatory authority.
- 6.3. Each of us may only use the other's confidential information (including all information and works provided pursuant to the supply of Services to you in any Deliverable) for the purpose of fulfilling our respective obligations under the Contract and not for any other purpose.

7. Termination

- 7.1. Our engagement may be terminated by you with immediate effect by notice in writing to us. In the event of termination pursuant to Clause 7.1, all Fees including any fees which would be payable for the remainder of the Services, or which would be payable for all of the Services set out in the applicable Statement of Works, less those already paid at the point of termination, will become immediately payable by you.
- 7.2. Without affecting any other right or remedy available to us, we will be entitled to terminate the Contract by notice to you in the event that:
 - 7.2.1. you fail to pay sums due by the Due Date;
 - 7.2.2. you materially fail to cooperate with us in the performance of our Services for a period of three months or more;
 - 7.2.3. as a result of your acts or omissions or failure to cooperate with us, completion of our Services is delayed for a period of six months or more beyond the estimated completion date;
 - 7.2.4. you are in material breach of any other provision of the Contract and either that breach is incapable of remedy or you have failed to remedy that breach within 21 days after receiving notice from us requiring you to remedy that breach.
- 7.3. In the event that we terminate the Contract pursuant to Clause 7.2, all Fees including any fees which would be payable for the remainder of the Services, or which would be payable for all of the Services set out in the applicable Statement of Works, less those already paid at the point of termination, become payable by you.
- 7.4. We may terminate the Contract by giving you 3 months' written notice.

8. Intellectual Property Rights

- 8.1. We own and retain all ownership of all intellectual property rights in all materials and Deliverables created by us in performing the Services for you and where these are included in any materials or Deliverables that we supply to you for the provision of the Services, we agree to grant to you a non-exclusive, non-transferable, non sub-licensable, revocable licence solely to use those materials for your own internal business purposes. For the avoidance of doubt, this revocable licence does **not** extend to the publication, copying, duplication or disclosure of any report, deliverable or materials to any other person without our prior written consent.
- 8.2. You will own the intellectual property rights in any materials or data that you give to us and where we need to use such materials or data for the provision of the Services, you grant to us a perpetual, irrevocable, worldwide, sub-licensable, assignable, royalty-free, non-exclusive licence to use such materials and/or data.

9. Limitation of Liability

- 9.1. You agree that our liability in respect of any loss under the Contract will be limited in accordance with these Terms of Business.
- 9.2. We will not be liable to you for any a) indirect losses or damages; b) consequential losses or damages; c) lost profit; d) lost opportunity; e) lost bargain; f) lost reputation; g) loss of data; h) loss of anticipated savings i) loss of agreements or contracts j) loss of sales or business or k) wasted expenditure.
- 9.3. Each party's aggregate total liability to the other party under the Contract is limited to an amount equal to the Fees paid by you under the Contract less any claims paid, provided that nothing in the Contract shall limit your payment obligations under the Contract.
- 9.4. Nothing in the Contract will exclude or limit any liability which cannot legally be limited or excluded, including liability for death or personal injury arising from your or our negligence.
- 9.5. References to liability in this Clause 9 includes every kind of liability arising under or in connection with the Contract including financial loss and claims, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10. Use of Third Party Services

- 10.1. You agree that, in the provision of our Services, we may use third party platforms or systems (**Third Party Systems**) which you may have access to at your own risk.
- 10.2. TNC is not a technology or software provider and any Third Party Systems are utilised by us in order to assist in the provision of our Services to you. We make no representation or warranty in relation to, and are not liable or responsible for any errors or omissions of, such Third Party Systems and will not be liable to you for any loss or damage arising from your use of or reliance on such Third Party Systems.

11. General

- 11.1. Notices for service in any legal action may not be sent by email. Otherwise, notices may be sent by email, by hand or by post to the other's registered address. Notices are deemed delivered 2 business days after posting (where posted), immediately (where delivered by hand), and immediately provided no bounce back has been received (where emailed).
- 11.2. No third party will have the right to enforce the Contract.
- 11.3. Each party to the Contract agrees to comply with all applicable laws relating to data protection and privacy. We will not process personal data on your behalf as a processor unless expressly agreed.
- 11.4. Neither we nor you will be liable in any way for failure to perform, or delay in performing, our respective obligations under the Contract if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform. For avoidance of doubt, this clause does not apply to any of your payment obligations under the Contract.
- 11.5. If any provision of these Terms of Business is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision may be severed and the remainder of the provisions of these Terms of Business will continue in full force and effect as if the terms had been agreed the invalid provisions removed.
- 11.6. We are entitled to assign or transfer our rights and obligations under the Contract to another entity or sub-contract any of our rights or duties. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 11.7. You are not entitled to withhold payment of any sum otherwise payable to us by reason of any claim, set-off or for damages.
- 11.8. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 11.9. Each paragraph of the Contract operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 11.10. No amendment to the Contract will be binding unless agreed by both of us in writing. We reserve the right to amend the Scope of the Services (as defined in each Statement of Works) if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services. If any other amendment gives rise to a Change (as defined in the Statement of Works), any such amendment shall be in accordance with the Change Control process set out in the Statement of Works.
- 11.11. The Contract and any dispute between us (contractual or otherwise) are governed by English law and we both agree to submit any dispute to the exclusive jurisdiction of the English courts.