Standard Terms and Conditions

1 DEFINITIONS AND INTERPRETATIONS

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Business Day" means a day, other than a Saturday or Sunday, when banks in Edinburgh are open for business;

"Charges" means the charges payable by the Customer for the supply of the Services in accordance with Clause 5;

"Commencement Date" means the date on which the Contract comes into existence in accordance with Clauses 2.1;

"Conditions" means these terms and conditions as amended from time to time in accordance with Clause 11.5;

"Contract" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;

"Customer" means the person or firm who purchases Services from the Supplier;

"Customer Default" has the meaning set out in Clause 4.2;

"Deliverables" means the deliverables that are produced by the Supplier for the Customer in the course of provision of the Services, as set out in the Statement of Work;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in

get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Material Breach" means a breach of this Contract that substantially impairs the benefit of the Contract to the other party. This includes, but is not limited to:

(a) Failure to pay undisputed invoices within 120 days of the due date.

(b) Failure to perform key obligations under the Statement of Work in a way that materially affects service delivery.

(c) Breach of confidentiality or Intellectual Property obligations.

(d) Repeated minor breaches that, when taken together, materially impact the non-breaching party.

(e) Any other breach that fundamentally undermines the purpose of this Contract.

"Statement of Work" means the statement of work or other form of documentation or agreement for provision of the Services by the Supplier to the Customer, as may be agreed by the from time to;

"Services" means the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Statement of Work or otherwise agreed by the parties in accordance with these Conditions;

"Specification" means the description or specification of the Services (i) as agreed in the Statement of Work, or (ii) as may be provided in writing by the Supplier to the Customer from time to time;

"Supplier" means Frontier Digital Limited, a company registered in Scotland with company number SC730608; and

"Supplier Materials" has the meaning set out in Clause 4.1(h).

1.2 Interpretation:

(a) References to clauses and the Schedule are to the clauses of and the Schedule to these Conditions.

(b) The Schedule forms part of these Conditions and any reference to these Conditions includes the Schedule.

(c) Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to writing or written includes email.

2 BASIS OF CONTRACT

2.1 Any Statement of Work shall be governed by these Conditions and shall only be deemed to be accepted when signed by authorised representatives of both the Customer and the Supplier, or accepted in writing by the Supplier, at which point and on which date the Contract shall come into existence.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 Any quotation given by the Supplier shall not constitute an offer. A quotation is only valid for a period of 20 Business Days from its date of issue.

3 SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Statement of Work, or as otherwise agreed by the parties reasonably in advance in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier reserves the right to amend the Specification (i) if necessary to comply with any applicable law or regulatory requirement; or (ii) as long as the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the terms of the Statement of Work (if any) and/or any information it provides to the Supplier in connection with the Services are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) if relevant, prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as set out in the Specification, the Statement of Work, or as may be agreed by the parties in writing from time to time.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5 CHARGES AND PAYMENT

5.1 Unless otherwise agreed by the parties in writing, the Charges for the Services shall be calculated on a time and materials basis:

(a) the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list at the date of the Contract [displayed on its website] or [the Statement of Work];

(b) the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days; and

(c) the Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Clause 5.1(b).

5.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

5.3 The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period. The first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

The Supplier shall provide the Customer with no less than 90 days' written notice of any increase in the Charges. If the Customer does not agree to the increase, the Customer shall have the right to terminate the Contract by providing written notice within 30 days of receipt of the Supplier's notice.

5.4 The Supplier shall invoice the Customer [on completion of the Services] OR [weekly OR monthly] in arrears.

5.5 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are

chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.7 will accrue each day at 4% a year above Bank of Scotland base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction, or withholding, except where required by law or expressly agreed in writing by both parties.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

6.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free [perpetual and irrevocable licence] or [licence during the term of the Contract] to copy [and modify] the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.

6.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7 DATA PROTECTION

Both parties shall comply with all relevant data protection laws and regulations.

Parties confirm and acknowledge that no personal data shall be transferred between them during the Services. In any case, the Supplier's collection and use of any personal data will be done in accordance with the Supplier's privacy notice, available at [insert link].

8 LIMITATION OF LIABILITY

8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000 per claim. The limits and exclusions in this Clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 Restrictions on liability in this Clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, delict, under statute or otherwise (including liability arising from negligence).

8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.4 Subject to Clause 8.3 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall not exceed the level of the Supplier's insurance obtained and maintained pursuant to Clause 8.1 of these Conditions for any one event or series of connected events.

8.5 Subject to Clause 8.3 (Liabilities which cannot legally be limited), the Supplier is not liable to the Customer for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

For the avoidance of doubt, nothing in this Clause 8.5 shall exclude or limit liability for losses caused by the Supplier's negligence, wilful misconduct, or breach of statutory duty.

8.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in Clause 3. In view of these commitments, the terms implied by sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 This Clause 8 shall survive termination of the Contract.

9 TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party [3] months' written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any

analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment;

(b) the Customer becomes subject to any of the events listed in Clause 9.2(c) or Clause 9.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; and

(c) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in Clause 9.2(b).

10 CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been

returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

If the Supplier terminates the Contract under Clause 9.1 (termination without cause), the Customer shall be entitled to a pro-rata refund of any Charges paid in advance for Services that were not performed as of the termination date.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11 GENERAL

11.1 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignation and other dealings

(a) The Supplier may at any time assign, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Supplier may only subcontract any part of its obligations under this Contract with the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed. The Supplier shall remain fully responsible for all acts and omissions of any approved subcontractors as if they were its own.

(b) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

11.3 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any

confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 11.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement

(a) The Contract 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, except where expressly stated otherwise.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

11.5 Dispute resolution and service suspension

The parties shall use reasonable endeavours to resolve any dispute amicably and in good faith. However, unless otherwise agreed in writing, the Supplier shall have no obligation to continue providing the Services while any material dispute remains unresolved.

11.6 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.7 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.8 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this Clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.9 Notices

(a) Any notice [or other communication] given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;or

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 11.8(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This Clause 11.8 does not apply to the service of any proceedings or other

documents in any legal action or, where applicable, any other method of dispute resolution.

11.10 Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the Contract.

11.11 Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.

11.12 Jurisdiction

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.