



FRAMEWORK SERVICES AGREEMENT

between

Lightning Social Ventures Ltd

and

[Partner]

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Parties

- (1) **LIGHTNING SOCIAL VENTURES LTD** incorporated and registered in England and Wales with company number 12670000 whose registered office is at Unit 2, Pondtail Farm Coolham Road, West Grinstead, Horsham, West Sussex, England, RH13 8LN (Lightning Reach)
- (2) [insert], trading as [insert] incorporated and registered in England and Wales with company number [insert], and whose registered office is at (**Partner**)

BACKGROUND

- (A) Lightning Reach is in the business of providing the Available Services, which includes a digital platform enabling verification and delivery of support to financially vulnerable users.
- (B) The Partner wishes to use Lightning Reach's services in its operations.
- (C) Lightning Reach has agreed to provide the Services to the Partner and the Partner has agreed to use the Services in accordance with the terms of this Framework Services Agreement (including the payment terms, as applicable).

1. INTERPRETATION

- 1.1 Clause, Schedule, and Paragraph headings shall not affect the interpretation of this agreement.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 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.

2. COMMENCEMENT AND DURATION

2.1 This agreement shall commence on the date when it has been signed by all the parties (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 12 (Termination) for:

- (a) (**Initial Term**), and
- (b) after the Initial Term the agreement shall renew for successive periods of one year (each a **Renewal Term**),

and the “**Term**” shall be the duration of the agreement from the Commencement Date until the date on which the agreement is terminated in accordance with clause 12 (Termination).

2.2 The parties shall not enter into any further agreement to provide the Services after the date on which notice to terminate is served under clause 2.1

2.3 The Partner may procure any of the Available Services at any one time by agreeing an Order pursuant to clause 3.

2.4 Lightning Reach shall provide the Services from the date specified in the relevant Order.

3. SERVICES

3.1 Each of the Services shall be agreed using an Order in the following manner:

- (a) the Partner shall notify Lightning Reach in writing that it requires to provide any or all of the Available Services and provide Lightning Reach with as much information as Lightning Reach reasonably requests in order to facilitate the agreement of an Order;
- (b) following receipt of the information requested from the Partner, Lightning Reach shall as soon as reasonably practicable either:
 - (i) inform the Partner that it does not consent to provide the requested Available Services, such consent not to be unreasonably withheld; or

- (ii) provide the Partner with a draft document setting out the Services (“Draft Order”).
 - (c) if Lightning Reach provides the Partner with a Draft Order pursuant to clause 3.1(b)(ii), Lightning Reach and the Partner shall discuss and agree that draft document setting out the Services; and
 - (d) both parties shall sign the Draft Order when it is agreed, and upon such signature the Draft Order shall become an Order.
- 3.2 Unless otherwise agreed, the Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once the Order has been agreed and signed in accordance with clause 3.1(d) no amendment shall be made to it except in accordance with clause 7 (Change control) or clause 16 (Variation).
- 3.4 Each of the Orders shall be incorporated into this agreement and shall not form a separate contract to it.

4. SUPPLIER’S RESPONSIBILITIES

- 4.1 Lightning Reach shall, during the Term:
- (a) use reasonable endeavours to manage and complete the Services, and deliver the Products to the Partner, in accordance with the Order in all material respects;
 - (b) obtain and maintain all necessary licences, regulatory approval and third-party consents and comply with all relevant legislation as required to provide the Services;
 - (c) source and engage appropriate third-party suppliers as necessary to provide the Services and ensure that those third-party suppliers have all necessary licences, regulatory approval and consent as necessary to provide the Services;
 - (d) maintain and provide access to the Lightning Reach Platform; and

- (e) provide the Partner with reasonable support in accordance with its support services policy in effect at the time that provides the Services.
- 4.2 Lightning Reach shall use reasonable endeavours to deliver the Services but any agreed dates including those set out in any Order shall be estimates only and time for performance by Lightning Reach shall not be of the essence of this agreement.
- 4.3 Lightning Reach shall appoint a manager in respect of Services, such person to be identified in the Order. That person shall have authority to contractually bind Lightning Reach on all matters relating to the relevant Services (including by signing Change Orders). Lightning Reach shall use all reasonable endeavours to ensure that the same person acts as Lightning Reach's manager throughout the term of the relevant Order, but may replace that person from time to time where reasonably necessary in the interests of Lightning Reach's business.

5. PARTNER'S OBLIGATIONS

- 5.1 The Partner shall:
 - (a) co-operate with Lightning Reach in all matters relating to the Services;
 - (b) ensure that relevant members of its marketing and communications teams are engaged and available, as reasonably required by Lightning Reach, to support joint promotional activities and communications relating to the Services;
 - (c) appoint a manager in respect of the Services to be performed under each of the Services, such person to be identified in the Order. That person shall have authority to contractually bind the Partner on all matters relating to the relevant Services (including by signing Change Orders);
 - (d) provide for Lightning Reach, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access (if required) to the Partner's premises, data and other facilities as reasonably required by Lightning Reach including any such access as is specified in the Order, or otherwise agreed between the parties;

- (e) provide to Lightning Reach in a timely manner all documents, information, items and materials in any form (whether owned by the Partner or a third party) required under the Order or otherwise reasonably required by Lightning Reach in connection with the Services and ensure that they are accurate and complete in all material respects;
- (f) obtain and maintain all necessary licences, regulatory approval and third-party consents and comply with all relevant legislation as required to enable Lightning Reach to provide the Services and the Partner to receive the Services, including: (i) any of those relating to the export of data and software; and (ii) the use of all Partner Materials insofar as such licences, consents and legislation relate to the Partner's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and
- (g) comply with any additional responsibilities of the Partner as set out in the relevant Order;
- (h) procure that the Users use the Services, including the Products in accordance with the terms and conditions of this agreement and the Partner shall be responsible for breach of this agreement caused or contributed to by any acts or omissions on the part of any Users;
- (i) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Lightning Reach's Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Partner's or any User's network connections or telecommunications links or caused by the internet.

5.2 If Lightning Reach's performance of its obligations under this agreement is prevented or delayed in its sole opinion by any act or omission of the Partner, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Lightning Reach shall be allowed an extension of time to perform its obligations equal to the delay caused by the Partner and shall not be liable for any costs, damages, fines, or losses incurred by the Partner due to or arising as a result of such delay or non-performance of Lightning Reach's obligations .

5.3 The Partner shall ensure that all Admins are employees or contractors of the Partner and agrees not to appoint anyone else without the prior written consent of Lightning Reach, such consent not to be unreasonably withheld or delayed. All Admins are subject to the Acceptable Use Policy of the Lightning Reach Platform.

5.4 The Partner shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and to the extent expressly permitted under this agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (iii) access all or any part of the Available Services and Documentation in order to build a product or service which competes with the Available Services and/or the Documentation;
- (iv) use the Available Services and/or Documentation to provide services to third parties, unless otherwise agreed by the parties in writing;
- (v) introduce, or permit the introduction of, any Virus or Vulnerability into the Lightning Reach Platform or the Available Services; or
- (vi) offer to sell or distribute the Available Services and/or the Lightning Reach Platform to any third party.

6. LICENCE AND RESTRICTIONS

6.1 Subject to the Partner not being in breach of its payment obligations under clause 8 (Charges and Payment), the restrictions set out in this clause 6 and the other terms and

conditions of this agreement, Lightning Reach hereby grants to the Partner a limited, non-exclusive, non-transferable, revocable, worldwide licence during the Term:

- (a) to permit the Users to use the Lightning Reach Platform solely to submit or process information as required and in accordance with this agreement those Services that have been integrated into the Lightning Reach Platform;
- (b) to securely access the information of the Users submitted under clause 6.1(a);
- (c) to promote the Lightning Reach Platform incorporating the Available Services to prospective and actual Users; and
- (d) to use the Software for the purpose set out in clause 6.1(a) and 6.1(b)

6.2 In relation to the Admins, the Partner undertakes that:

- (a) each Admin shall keep a secure password for their use of the Available Services and Documentation, that such password shall be changed on a frequent basis and that each Admin shall keep their password confidential; and
- (b) the Partner shall promptly:
 - (i) inform Lightning Reach; and
 - (ii) disable any Admin's access to the Available Services and the Documentation,

upon termination or suspension of such Admins' employment or services contract with the Partner, and the Partner shall indemnify Lightning Reach against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) suffered or incurred by Lightning Reach arising out of or in connection with Partner's failure to comply with this clause 6.2.

- 6.3 The Partner shall comply with Lightning Reach's Acceptable Use Policy in relation to all Applications and Partner Content.
- 6.4 If the Partner becomes aware that any Partner Content and / or an User's and / or Admin's use of the Lightning Reach Platform or Partner Content breaches the Acceptable Use Policy, the Partner shall: immediately inform Lightning Reach and Lightning Reach shall be entitled to require that the Partner shall:
- (a) remove the relevant Partner Content;
 - (b) if relevant, suspend the relevant User Account and that User's and Admin's access to the Lightning Reach Platform and Partner Content; and / or;
 - (c) terminate this agreement in accordance with clause 12.
- 6.5 If the Partner is in breach of clause 6.3 and / or clause 6.4, Lightning Reach may (but shall not be obliged to) remove the relevant Partner Content and:
- (a) disable the Partner's or the relevant user's access to the Lightning Reach Platform or any material that breaches the Acceptable Use Policy; and / or
 - (b) disable the Partner Account and the User Account,
- 6.6 for so long as the relevant breach remains unremedied, without liability or prejudice to its other rights and without prior notice to the Partner or the relevant User
- 6.7 Notwithstanding any other provision in this agreement, if there is a Security Event, Lightning Reach may, without liability or prejudice to its other rights and without prior notice to the Partner or any End- User, remove the relevant Partner Content and disable the Partner Account, and /or User Account and / or Lightning Reach Platform until the relevant Security Event has been resolved. Lightning Reach shall give the Partner written notice as soon as is reasonably practicable of the nature of the relevant Security Event.
- 6.8 The Partner shall:

- (a) prevent any unauthorised access to, or unauthorised use of, the Services, and/or the Products and, in the event of any such unauthorised access or use, promptly notify Lightning Reach; and
- (b) comply with any further obligations set out in the Documentation that govern use of the Services or the Lightning Reach Platform.

7. CHANGE CONTROL

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Charges;
- (c) the timetable for the Services; and
- (d) any of the other terms of the relevant Order.

7.2 If Lightning Reach wishes to make a change to the Services it shall provide a draft Change Order to the Partner.

7.3 If the Partner wishes to make a change to the Services:

- (a) it shall notify Lightning Reach and provide as much detail as Lightning Reach reasonably requires of the proposed changes, including the timing of the proposed change; and
- (b) Lightning Reach shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide a draft Change Order to the Partner.

7.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Order; or
- (c) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 26(Multi-tiered dispute resolution procedure).

8. CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services by Lightning Reach, the Partner shall pay the Charges as set out in Schedule 2.
- 8.2 Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in the relevant Order.
- 8.3 Lightning Reach may increase the Reference Charges and any Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. Lightning Reach shall give the Partner 60 days' written notice of any increase to the Reference Charges and/ or any Charges.
- 8.4 Any increase in the Reference Charges shall affect:
 - (a) the Charges (to the extent that they are calculated in accordance with the Reference Charges) in force at the date the increase takes effect; and
 - (b) the calculation of the Charges entered into after the date the increase takes effect.
- 8.5 Lightning Reach shall invoice the Partner for the Charges at the intervals specified in the relevant Order. If no intervals are so specified, Lightning Reach shall invoice the Partner within five Business Days of the end of each month for Services performed during that month.

8.6 The Partner shall pay each invoice submitted to it by Lightning Reach within 30 days of receipt to a bank account nominated in writing by Lightning Reach from time to time.

8.7 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay Lightning Reach any sum due under this agreement on the due date:

(a) the Partner 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 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) Lightning Reach may:

(i) suspend part or all of the Services until payment has been made in full, and/or

(ii) terminate this agreement in accordance with clause 12.2(a)

8.8 All sums payable to Lightning Reach under this agreement:

(a) are exclusive of VAT, and the Partner shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Partner acknowledges and agrees that:

(a) Lightning Reach and its licensors shall retain ownership of all Intellectual Property Rights in the Services (whether integrated into the Lightning Reach Platform or not), the Products, the Software and Lightning Reach's Marks, excluding the Partner Materials;

- (b) Lightning Reach grants the Partner, or shall procure the direct grant to the Partner of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term of this agreement for the purpose of accessing and using the Services and the Products in its business; and
- (c) Unless otherwise agreed in writing, the Partner shall not sub-license, assign or otherwise transfer the rights granted to it in clause 9.1(b).

9.2 In relation to the Partner Materials, the Partner:

- (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Partner Materials; and
- (b) grants to Lightning Reach a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Partner Materials for the Term of this agreement for the purpose of providing the Services to the Partner.

9.3 Lightning Reach:

- (a) warrants that the receipt, use and onward supply of the Services and the Products by the Partner and any permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall subject always to clause 9.3(c)) and clause 12, indemnify the Partner against all direct liabilities, costs, expenses, damages and losses (but for the avoidance of doubt excluding any and all indirect and/or consequential losses, loss of profit, and/or loss of reputation) suffered or incurred or paid by the Partner arising out of or in connection with any claim brought against the Partner for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or onward supply of the Services and Products;
- (c) shall not be in breach of the warranty at 9.3(a) and the Partner shall have no claim under the indemnity at clause 9.3(b) to the extent the claim arises from:

- (i) the use of Partner Materials by Lightning Reach in the development of, or the inclusion of the Partner Materials in, the Services or any Products;
- (ii) any modification of the Services or any Products, other than by or on behalf of Lightning Reach at Lightning Reach's written instruction; and
- (iii) compliance by Lightning Reach with the Partner's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that Lightning Reach shall notify the Partner if it knows or suspects that compliance with such specification or instruction may result in infringement of a third party's Intellectual Property Rights.

9.4 The Partner:

- (a) warrants that the receipt and use in the performance of this agreement by Lightning Reach, its agents, subcontractors or consultants of the Partner Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify Lightning Reach against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Lightning Reach arising out of or in connection with any claim brought against Lightning Reach, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Partner Materials.

9.5 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 9.3(b) or 9.4(b)(as applicable) (**IPRs Claim**);

- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9.6 If the Partner wishes to display Lightning Reach's Marks in relation to its use of the Services, the Partner shall seek Lightning Reach's prior written consent and the parties shall discuss and agree together the layout and content before any publication is made.

9.7 The Partner hereby grants to Lightning Reach a non-exclusive, non-transferable right during the Term to carry out any acts that would otherwise be restricted by any of the Partner's Intellectual Property Rights in the Partner Content for the sole purpose of enabling Lightning Reach to provide the Services and the Lightning Reach Platform to the Partner in accordance with this agreement.

9.8 The Partner acknowledges and agrees that:

- (a) Lightning Reach may include the Partner's name or the Partner's Marks in a list of Lightning Reach's customers in any medium or in any link from the Lightning Reach Platform to the Partner's website;
- (b) Lightning Reach may refer to the Partner, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes; and
- (c) The parties will mutually agree the provision of marketing, PR or any other promotional activities between themselves from time to time.

10. DATA PROTECTION

- 10.1 The parties acknowledge that, for the purposes of the Data Protection Legislation, Lightning Reach is a Controller in its own right.
- 10.2 The parties will enter into an Information Sharing Agreement and will abide by the terms of this agreement.
- 10.3 Without prejudice to the generality of clause 10.1, Lightning Reach and the Partner will ensure that they each have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Lightning Reach for the duration and purposes of this agreement.
- 10.4 Without prejudice to the generality of clause 10.1, both parties shall, in relation to any personal data transferred or otherwise processed by the parties under this agreement, comply with all applicable Data Protection Legislation at all times during the Term of this agreement.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, Users or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.
- 11.2 Each party may disclose the other party's Confidential Information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 11; and

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

11.3 No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Lightning Reach (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Partner or any User:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made of the Available Services or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

Except as expressly and specifically provided in this agreement:

- (d) the Partner assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Partner or any User, and for conclusions drawn from such use. Lightning Reach shall have no liability for any damage losses, fines, fees and/or expenses caused by errors or omissions in any information, instructions or scripts provided to Lightning Reach by the Partner or any User in connection with the Services, or any actions taken by Lightning Reach at the Partner's direction and Lightning Reach excludes its liability to the fullest extent permitted by law in respect of such damages, losses, fines, fees and/or expenses;
- (e) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

- (f) the Services and Products are provided to the Partner and the User on an "as is" basis.

12.2 Nothing in this agreement excludes or limits the liability of either party for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liabilities which may not be excluded and/or limited by law.

12.3 Subject to clause 12.2 and clause 12.5:

- (a) Lightning Reach shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any indirect and/or consequential losses, including but not limited to loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) Lightning Reach's total aggregate liability in contract (including in respect of the indemnities given elsewhere in this agreement) tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to:
 - (i) for loss arising from Lightning Reach's failure to comply with its data processing obligations under clause 9 (Data protection) shall not exceed £5,000; and
 - (ii) for all other loss or damage which does not fall within subclause 11.3(a) or 11.3(b)(i) shall not exceed the total sums paid by the Partner in the twelve months preceding notification of the claim.

- 12.4 **No liability for claims not notified within 12 months.** Unless the Partner notifies Lightning Reach that it intends to make a claim in respect of an event within the notice period, Lightning Reach shall have no liability for that event. The notice period for an event shall start on the day on which the Partner became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.5 Subject to clause 12.2, the Partner's total aggregate liability in contract (including in respect of the indemnities given elsewhere in this agreement) tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this agreement, shall be limited to the the Charges paid or payable under this agreement.

13. TERMINATION

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of fifteen (15) days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

13.2 Without affecting any other right or remedy available to it, Lightning Reach may terminate this agreement with immediate effect by giving written notice to the Partner if:

- (a) the Partner fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified to make such payment; or
- (b) there is a change of Control of the Partner.

13.3 Either party may terminate this Agreement for convenience by providing not less than sixty (60) days' written notice, such notice to expire at the end of the Initial Term or any Renewal Term. For the avoidance of doubt, termination for convenience may not take effect during the Initial Term or any Renewal Term, but only at the end of such term.

14. OBLIGATIONS ON TERMINATION AND SURVIVAL

14.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) the Partner shall immediately pay to Lightning Reach all of Lightning Reach's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Lightning Reach may submit an invoice, which shall be payable immediately on receipt;
- (c) Lightning Reach may direct the Partner to, and the Partner shall upon receipt of such direction immediately return all copies of the Software, the Lightning Reach Platform, Lightning Reach's Confidential Information and any other materials or to delete the same from the Partner's computer and communications systems and devices used by the Partner, such systems and data storage services provided by third parties (to the extent technically and legally practicable). The Partner may, at Lightning Reach's request, be required to confirm in writing that all such copies have been returned or so deleted;
- (d) Lightning Reach shall on request return any of the Partner Materials not used up in the provision of the Services Works.
- (e) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect; and
- (f) termination or expiry of this agreement 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 agreement which existed at or before the date of termination or expiry.

15. FORCE MAJEURE

Lightning Reach shall have no liability to the Partner under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including epidemic or pandemic, strikes, lock-outs or other industrial disputes (whether involving the workforce of Lightning Reach or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Partner is notified in writing of such an event and its expected duration.

16. ASSIGNMENT AND OTHER DEALINGS

- 16.1 The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, unless mutually agreed between the parties in writing.
- 16.2 Lightning Reach may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Lightning Reach gives prior written notice of such dealing to the Partner.

17. VARIATION

Subject to 6 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

- 18.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 18.2 A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

19. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

- 20.1 If any provision or part-provision of this agreement 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.
- 20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 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.

21. ENTIRE AGREEMENT

- 21.1 This agreement 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.
- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent

or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. THIRD PARTY RIGHTS

24.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25. NOTICES

25.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by email to the other party's email address.

25.2 Any notice or communication shall be deemed to have been received if sent by email, at the time of transmission (subject to receipt of a successful delivery receipt obtained by the sender) if sent to the Designated Email set out in Schedule 2.

25.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. COUNTERPARTS

- 26.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 26.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

- 27.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents;
 - (b) if the Partner and Lightning Reach are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.
- 27.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under use 28, which shall apply at all times.

28. GOVERNING LAW

This agreement 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 England and Wales.

29. JURISDICTION

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

This agreement has been entered into on the date stated at the beginning of it.

.....

Signed by _____

for and on behalf of the Partner

.....

Signed by _____

for and on behalf of Lightning Social Ventures Limited

Dated: _____

DEFINITIONS

The following definitions apply in this agreement:

Acceptable Use Policy: the acceptable use policy for the Lightning Reach Platform as may be amended by Lightning Reach from time to time.

Admin: an employee, subcontractor, or agent of the Partner with access to the Admin Portal or support worker access, as appointed and authorised by the Partner.

Admin Portal: a portal that enables Admins to view User Content.

Applicant: a user that has applied to the Partner through the Lightning Reach Platform or for which User Content can be viewed by the Partner on the Admin Portal

AIS: Account Information Services, as defined by the Payment Services Regulations 2017.

AIS Output: account information which Lightning Reach has standardised, categorised, merged and/or aggregated.

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

Applicant Portal: a portal that enables Users to access the Lightning Reach Platform.

Available Services: the services generally offered by Lightning Reach to the Partner under this agreement and as more particularly described in Schedules 1 and 2 ,which may be requested by the Partner in accordance with clause 3.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the sums payable for the Services as described in Schedule 3.

Change Order: has the meaning given in clause 7.1.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls**, **controlled** and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Confidential Information: means all confidential information which the Discloser or its Representatives or any of its Group Companies, or their representatives directly or indirectly

discloses, or makes available, to the Recipient or its Representatives [or any of its Group Companies, or their Representatives, before, on or after the date of this agreement]. This includes:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- (b) all confidential or proprietary information relating to:
 - (i) the business, affairs, customers, clients, and/or suppliers of the Discloser; and
 - (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser;
- (a) any information, findings, data or analysis derived from Confidential Information; and
- (b) any other information that is identified as being of a confidential or proprietary nature.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Discloser: means the party which discloses its Confidential Information to the other.

Documentation: any documentation provided to the Partner by Lightning Reach.

Funding Application: a request by any individual for funding (e.g., a grant, bursary, scholarship, loan) from the Partner.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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.

Lightning Reach Platform: the Lightning Reach proprietary web-based application which can be used for the Available Services, including both source code and object code, and which subject to the terms of this agreement the Partner and Users can use for the Services.

Marks:

- a) any trade marks, trade names, service marks, trade dress, logos, URLs and domain names;
 - b) any identifying slogans and symbols;
 - c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
 - d) the "look and feel",
- of a party to this agreement, whether or not registered.

Order: a document agreed between the parties in accordance with clause 3 setting out the Services;

Partner Account: the Partner's account with Lightning Reach in respect of the Available Services.

Partner Content: all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Partner, User, Admin or Lightning Reach on the Partner's behalf for the purpose of using, developing or maintaining the Lightning Reach Platform or using the Available Services or facilitating the Partner's or any Users' or Admins' use of the Available Services; and all User Content, but excluding all authentication information provided in relation to the Partner Account.

Partner Materials: all documents, information, items and materials in any form, whether owned by the Partner or a third party, which are provided by the Partner to Lightning Reach in connection with the Services, including the items provided pursuant to use clause 5.1(d)

Products: any output of the Services to be provided by Lightning Reach to the Partner as specified in the relevant Order, the Documentation and any other documents, products and materials provided by Lightning Reach to the Partner in relation to the Services.

Referred User: any User that has been directed/signposted to the Lightning Reach Platform by the Partner, or an account that was created by the Partner on the User's behalf

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in clause 4.

Security Event:

- a) any unauthorised third party access to the Available Services or the Lightning Reach Platform; or
- b) any use of the Available Services by the Partner, any User or any Admin that is in breach of the Acceptable Use Policy and has the potential to materially impact the Lightning Reach Platform, the Available Services or use of the Available Services by any other customer of Lightning Reach or any of that Partner's Users generally; or
- c) any Vulnerability or Virus introduced into the Lightning Reach Platform or the Available Services by (or facilitated through) the Partner, or any User.

Services: the services that shall be performed by Lightning Reach as agreed by the parties in Schedule 2 and/or in an Order, which may be the Available Services or any part thereof.

Software: the online software applications and tools provided by Lightning Reach from time to time as part of the Available Services and the Lightning Reach Platform, including any updates Lightning Reach may make to such applications and tools from time to time.

Term: the term of this agreement as set out in clause 2.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User: Any individual or entity with permitted access to use the Lightning Reach Platform from the Partner in accordance with this agreement (which includes applicants, referred users and Admins), and who for the purpose of this agreement is intended.

User Account: the account held and maintained with the Partner by any User as a prerequisite to accessing and using the Lightning Reach Platform.

User Content: all text, information, data, images, audio or video material, in whatever medium or form, inputted by any User in relation to the use of the Lightning Reach Platform or the Available Services; and all information related to any User that is processed or stored by the

Lightning Reach Platform (including AIS Output), but excluding all authentication information provided in relation to any User Account.

VAT: value added tax chargeable in the UK or elsewhere.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly