



Terms & Conditions - UK

Lumi AGM UK Ltd

Abstract:

This document provides Lumi's general terms which are given to customers of the UK office. The content from this master document is used for the UK Terms & Conditions web page, publicly available on Lumi's main website (linked to within outgoing order forms).



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GENERAL TERMS

1. INTERPRETATION

1.1. In this Agreement:

Agreement means these General Terms and the Order Form (and in the event of any inconsistency between the General Terms and the Order Form, the terms of the Order Form will apply);

Associate means (in relation to each Party) any subsidiary or holding company from time to time of a Party, or any subsidiary from time to time of a Party's holding company (as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006);

Business Day means a day other than a Saturday, Sunday or public holiday in the UK;

Compliance Statement means the Lumi GDPR Compliance Statement available at <https://www.lumiglobal.com/gdpr-compliance-statement>;

Customer means the party identified in the Order Form as the client or customer which the Order Form is executed on behalf of;

Data Protection Legislation means: the EU and UK General Data Protection Regulation,; the Data Protection Act 2018 and all subordinate legislation effective anywhere in the UK made to supplement, amend or modify the foregoing (and the terms "personal data", "data controller", "data subjects" and "data processor" shall have the meanings given to them pursuant to such Data Protection Legislation); any other applicable law, statute, regulation, byelaw or subordinate legislation in force from time to time relating to the processing, privacy, and/or use of personal data to which a party to this Agreement is subject and/or in any jurisdiction that the Services are provided to or in respect of; the common law and laws of equity as applicable to the parties from time to time; any binding court order, judgment or decree; any applicable guidance, guidelines or codes of practice issued by any relevant Data Protection Regulator (in each case whether or not legally binding); and, any applicable direction, policy, rule or order that is binding on a party to this Agreement and that is made or given by any regulatory body having jurisdiction over a party to this Agreement or any of that party's assets, resources or business;"

Equipment means the equipment to be provided by Lumi to Customer as set out on the Order Form;

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Event means an event, meeting, series of events or meetings designed, scripted, developed and/or deployed by Customer to Respondents or by Lumi to Customer using the Lumi Dashboard and/or any Lumi Apps, Equipment or Lumi Software;

Fees means the amounts set out in the Order Form excluding VAT;

Intellectual Property Rights means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

Lumi means Lumi AGM UK Ltd. a company registered in England and Wales under number 02592239;

Lumi Apps means Lumi AGM, Event App by Lumi, Connect by Lumi, Lumi ViewPoint & IML Click, Lumi Pro Suite or any other application made available by Lumi (whether as a standalone mobile application or as incorporated within an integrated mobile application) as amended and/or updated by Lumi from time to time in its discretion;

Lumi Dashboard means the interactive web-based portal made available by Lumi to Customer for the purposes of scripting, designing, managing and deploying an Event to Respondents as well as generating real-time reports of data collected through the Events;

Lumi Software means any software used or supplied by Lumi in connection with the performance of this Agreement (including, without limitation, any software embedded in the Lumi Dashboard, the Lumi Apps and/or the Equipment) and any material arising from the use or manipulation of such software;

Online Stores means the Apple App Store online store, Google Play store and any other websites or portals where versions of the Lumi Apps are made available for download at Lumi's discretion from time to time;

Online Terms of Use means Lumi's Terms & Conditions for Lumi Apps of use in effect from time to time as published at <https://www.lumiglobal.com/terms-conditions-apps>;

Order Form means the order form prepared by Lumi to which these General Terms are attached;

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Party means either Lumi or Customer as the context requires;

Privacy Policy means Lumi's online privacy policy available at <https://www.lumiglobal.com/privacy-policy>;

Raw Data means any information or data relating to Respondents supplied by Customer, but excluding Respondent Data;

Respondent means any individual to whom all or any part of the Lumi Dashboard, the Lumi Apps, the Equipment and/or the Lumi Software is made available and/or who provides a response at an Event in connection with this Agreement;

Respondent Data means information or personal data (as that term is defined in the Data Protection Legislation) provided by a Respondent in the course of responding at an Event;

Services means the services to be provided by Lumi to Customer as set out on the Order Form; and

Term has the meaning given to it in the Order Form.

1.2. This Agreement has been drafted to cover the supply of both Services and Equipment to Customer. For the avoidance of doubt:

(a) where Customer requires Services only from Lumi, the provisions of this Agreement relating to Equipment shall not apply to the extent that such provisions relate to Equipment (but shall apply to the extent that such provisions relate to Services; and

(b) where Customer requires Equipment only from Lumi, the provisions of this Agreement relating to Services shall not apply to the extent that such provisions relate to Services (but shall apply to the extent that such provisions relate to Equipment).

2. SERVICES

This Clause 2 shall apply only if Services are to be provided by Lumi to Customer pursuant to this Agreement.

2.1. Subject to execution of this Agreement and payment of the Fees, Lumi shall grant to Customer a non-exclusive, non-transferable right to access and utilise the Lumi Dashboard for the duration of the Term as is required within the express scope of the Services.

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2.2. Lumi shall:

- (a) if and to the extent required within the express scope of the Services, use commercially reasonable efforts to make the Lumi Apps available to Respondents free of charge via the Online Stores and subject to each Respondent's acceptance of the App terms and conditions and their ability to download, install and operate the Lumi App on a compatible device;
- (b) host (or procure hosting of) event content and Respondent Data in accordance with Clause 8; and
- (c) provide such other Equipment and/or Services as set out in the Order Form and/or as may be agreed with Customer from time to time at agreed rates.

2.3. Customer shall:

- (a) ensure that only Customer's employees who have been given a specific username and have accepted the Lumi Dashboard Terms of Use (defined as "**Authorised Users**") access the System; and
- (b) ensure that the Authorised Users comply with the Online Terms of Use and Customer shall be liable for the acts and omissions of the Authorised Users as though they were the acts or omissions of Customer.

2.4. Customer acknowledges that Lumi shall not be responsible for:

- (a) sourcing, procuring or managing the relationship of Respondents unless specifically agreed within the Services; or
- (b) verifying the integrity, accuracy, reliability, quality or legality of any Raw Data, Respondent Data or any event content.

2.5. If the Parties agree for Lumi to develop a branded version/instance of a Lumi App, then:

- (a) Lumi shall develop a version containing Customer's name and branding, in accordance with specifications and timeframes agreed with Customer;
- (b) All Intellectual Property Rights in the branded Lumi Apps shall remain vested in Lumi;
- (c) Customer shall pay the additional Fees set out on the Order Form in respect of hosting and deployment of a branded Lumi App, for so long as it remains available in an Online Store; and

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(d) Lumi shall remove the branded Lumi App from the Online Stores within thirty (30) days of receiving written notice from Customer requesting it to do so.

3. EQUIPMENT

This Clause 3 shall apply only if Equipment is to be provided by Lumi to Customer pursuant to this Agreement.

3.1. Subject to execution of this Agreement and payment of the Fees, Lumi agrees to provide the Equipment for hire and Customer agrees to hire the Equipment under the terms of this Agreement.

3.2. Loss of or Damage to Equipment

(a) Customer shall at all times during the term of this Agreement have a duty of care to treat the Equipment with at least the same standard of care as it does its own assets. Such care shall include, without limitation, the provision of a safe and secure environment for, where appropriate, the transportation, storage and use of the Equipment.

(b) In the event that the Equipment is lost or damaged as a result of Customer not complying with Clause 3.2(a) , or otherwise due to Customer's negligence or any negligent act or omission by Customer's employees, contractors, suppliers or any third parties under its control, Customer shall pay to Lumi, on demand, the standard list price for purchase of the Equipment so lost or damaged.

(c) Customer shall at all times and in all respects indemnify Lumi on demand against and from any and every expense, liability, loss, claim or proceeding whatsoever in respect of any personal injury whatsoever and in respect of damage to any property whatsoever (including the Equipment) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, collection or return of the Equipment by Customer or any part thereof.

3.3. Determination of Hire

Lumi shall be entitled at any time and for any reason whatsoever without explanation, to terminate this Agreement (such termination to be effective immediately) and to repossess or withdraw the Equipment or any part thereof. In the event that Lumi so terminates the Agreement no cancellation fee will be payable by Customer.

3.4. Return of equipment

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Where the Customer is responsible for arranging transportation of the Equipment, the Equipment must be returned to Lumi prior to 17:30 (5.30 pm) on the final date of hire unless otherwise arranged. Late returns will be charged at Lumi's then current daily hire rate.

3.5. Electrical Equipment

If Lumi is only hiring the Equipment and is not providing any related Services, Customer acknowledges that the Equipment comprises electrical equipment and should normally be used with plugs and/or sockets as fitted but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a competent person who must also reinstate to the original condition and under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated construction. Lumi shall not be liable for any liability arising from any failure of Customer to comply with this Clause.

3.6. Responsibility

(a) Risk in the Equipment transfers to Customer where it takes receipt of it and, in such circumstances, continues until Lumi confirms receipt of the return of all Equipment. Customer agrees that it will not sell or otherwise part with control of the Equipment unless it is using a third party carrier for transportation. Where Customer uses a third party carrier for transportation, Customer has a duty of care to select a reliable and reputable third party carrier and Customer will co-operate fully with Lumi to enable Lumi to make a claim from the third party carrier if required.

(b) Customer undertakes to ensure that: (i) no one uses the Equipment who is not properly instructed; (ii) it shall not allow the Equipment to be misused; and (iii) it shall ensure that no one but its or Lumi's authorised representatives have access to the Equipment.

(c) Customer hereby acknowledges that it is responsible for satisfying itself as to the suitability and fitness for its own purpose(s) of the Equipment and that Lumi shall not be liable for any failure of the Equipment to meet the requirements of Customer save as explicitly set out herein.

4. FEES AND PAYMENTS

4.1. Customer shall pay the Fees to Lumi in accordance with the Order Form and this Clause 4.

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- 4.2. Payments due under this Agreement shall be made in cleared funds within thirty (30) days of the date of the relevant invoice.
- 4.3. Interest is payable on the balance of any overdue invoice at an annual rate equal to 3% plus the base rate from time to time of The Royal Bank of Scotland plc. Interest shall be calculated daily on the outstanding balance, from thirty-one (31) days following the date of the invoice until receipt by Lumi of Customer's payment in full (including any interest, if applicable) in cleared funds.
- 4.4. All sums payable under this Agreement shall be free and clear of all deductions or withholdings whatsoever unless the deduction or withholding is required by law or is made in accordance with the provisions of this Agreement. If any deductions or withholdings are required by law to be made from the payment of any sum, Customer shall pay to Lumi such sums as will, after that deduction or withholding has been made, leave Lumi with the same amount as it would have been entitled to receive in the absence of any such requirement to make such withholding or deduction.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All Intellectual Property Rights in the Lumi Dashboard, the Lumi Apps, the Equipment and the Lumi Software and any other materials used or supplied by Lumi in connection with the performance of this Agreement (such Intellectual Property Rights and materials together being the "**Lumi Materials**") shall remain vested in Lumi (or its licensors) and Customer may not copy or keep any Lumi Materials.
- 5.2. Customer undertakes not to translate, decompile or reverse-engineer any part of the Lumi Software or allow any third party to carry out such activities unless prior agreement is received in writing from Lumi.
- 5.3. The Customer may only use the Lumi Software on the Equipment or authorised as compatible with the Equipment by Lumi.
- 5.4. All Intellectual Property Rights in event and meeting content, Raw Data and Respondent Data (the "**Customer Materials**") shall remain vested in Customer (or its licensors).
- 5.5. Customer grants to Lumi a non-exclusive, royalty-free licence to use Customer Materials (and including a right to sub-licence) for the purpose of performing its obligations under this Agreement.
- 5.6. Neither Party may use the other Party's name, trade marks, logo or service marks except as expressly permitted in this Agreement or with their prior written consent.

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5.7. Each Party shall notify the other immediately if it becomes aware of any unauthorised use of the other's Intellectual Property Rights and will assist the other (at the other's costs) in taking all reasonable steps to defend their rights therein.

5.8. The provisions of this Clause 5 shall survive the termination of this Agreement.

6. TERM AND TERMINATION

6.1. This Agreement commences on signature of the Order Form by the parties. Subject to Clause 6.2, this Agreement will terminate when all parties have discharged their contractual obligations under this Agreement.

6.2. Either Party may terminate this Agreement immediately upon written notice to the other Party:

(a) under Clause 12.4; or

(b) in the event of a material breach of this Agreement by the other Party which is not remediable or, if remediable, is not remedied within thirty (30) days after the service by the Party not in default of a written notice on the other Party, specifying the nature of the breach and requiring that the same be remedied; or

6.3. On termination of this Agreement under Clause 6.2 or expiry of this Agreement for any other reason:

(a) subject to Clause 8.1, all licences granted under this Agreement shall immediately terminate;

(b) Customer shall promptly pay to Lumi all Fees due, including in respect of services performed, up to the date of termination or expiry; and

(c) within forty-eight (48) hours Customer, when responsible, must return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party.

7. CANCELLATION

7.1. Early cancellation of this Agreement prior to expiry of the Term by Customer shall make it liable to pay to Lumi the cancellation charges as set out in Clause 7.2.

7.2. Cancellation Charges:

(a) If Customer cancels more than sixty (60) days prior to the Relevant Date, the charge shall be 10% of Fees;

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(b) If Customer cancels between thirty-one (31) and sixty (60) days prior to the Relevant Date, the charge shall be 50% of Fees;

(c) If Customer cancels thirty (30) days or less prior to the Relevant Date, the charge shall be 100% of Fees;

For the purposes of this Clause 7.2, the **"Relevant Date"** shall be the earlier of subscription date, the go-live date and the Event date.

7.3. Subject to Clause 6.2, cancellation charges shall be due and payable immediately upon notice of cancellation of the Agreement by Customer.

7.4. Any reduction in the Services or the Equipment requested by Customer after signature of the Order Form will be treated as a cancellation for the purposes of this Agreement and the cancellation charges as set out in Clause 7.2 will apply to any Services or Equipment so cancelled.

8. RESPONDENT DATA

8.1. All Respondent Data shall be owned by Customer. Customer hereby grants to Lumi a perpetual, non-exclusive and royalty-free licence to use the Respondent Data and the Raw Data for its own purposes provided that such use is on an aggregated basis and does not identify, or reveal any personal data regarding, any individual Respondent. In respect of use for such purposes, Lumi may be the controller.

- (a) Lumi will only act on the written instructions of the Customer / Client.
- (b) Lumi must ensure that people processing the data are subject to a duty of confidence.
- (c) Lumi must only engage a sub-processor with the prior consent of the data controller and a written contract.
- (d) Lumi must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.
- (e) Lumi must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments.
- (f) Lumi must delete or return all personal data to the controller as requested at the end of the contract.
- (g) Lumi must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller GDPR and insolvency appointments: employing 3rd parties immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state

8.2. Customer shall comply with all Data Protection Legislation in connection with the processing of Respondent Data, the Services and the exercise and performance of its respective rights and obligations

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under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Legislation.

8.3. For the purposes of the Data Protection Legislation, and for the purposes of processing of the Respondent Data and Raw Data to the extent necessary for performance of this Agreement, Customer shall be data controller of the Respondent Data and Lumi shall be data processor of the Respondent Data and Raw Data in connection with processing necessary for the performance of its obligations under this Agreement, and Lumi shall:

- (a) process the Respondent Data and Raw Data solely in accordance with Customer's lawful instructions (in accordance with Data Protection Legislation and all other applicable laws and regulations) from time to time; and
- (b) take what is considered to be reasonable, robust and appropriate technical and organisational security measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8.4. Customer agrees and acknowledges that the Respondent Data and the Raw Data may be hosted, stored and/or processed by third party service providers on Lumi's behalf.

8.5. Customer represents, warrants and undertakes that at all times:

- (a) fair processing and all other appropriate notices have been provided to the Data Subjects of the Respondent Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by the Data Protection Legislation in connection with all processing activities in respect of the personal data in order for Lumi and any relevant third parties to be able to lawfully process it in accordance with this Agreement;
- (b) in collecting, processing and supplying such personal data, in accordance with this Agreement, it has complied with the Data Protection Legislation and all other applicable laws and regulations;
- (c) the Respondent Data is accurate and up to date;
- (d) it shall establish and maintain adequate security measures to safeguard the personal data in its possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure);
- (e) it shall maintain complete and accurate backups of all personal data provided to Lumi (or any third party service provider acting on its behalf) so as to be able to immediately recover and reconstitute such personal data in the event of loss, damage or corruption of such personal data by Lumi or any other person;

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(f) Customer shall not unreasonably withhold, delay or condition its agreement to any change requested by Lumi in order to ensure the Services and Lumi (or any third party service provider acting on its behalf) can comply with the Data Protection Legislation; and

(g) receipt or use of such personal data by Lumi and/or any relevant third parties in accordance with Customer's instructions will not put Lumi and/or any relevant third party in breach of any Data Protection Legislation or other applicable laws or regulations, or infringe the rights of any third party and indemnifies Lumi and its Associates and third party suppliers against any loss, cost or damage arising out of any breach of any of the above representations or undertakings.

8.6. Notwithstanding any other term herein, Lumi reserves the right to use the Respondent Data in any way it thinks fit any skills, knowledge and techniques acquired by it in providing the Services and the Equipment pursuant to this Agreement.

8.7. In relation to any of Customer's data other than the Raw Data and the Respondent Data obtained by Lumi in the course of providing the Services, the provisions of the Compliance Statement and the Privacy Policy will apply to Lumi's use of such data.

9. WARRANTIES

9.1. Each Party warrants to the other that:

- (a) it has full power and authority to enter into this Agreement and grant the rights set out within it, and that by doing so it will not be in breach of any obligation to a third party; and
- (b) it shall comply with all applicable laws, including without limitation Data Protection Legislation, in performing its obligations under this Agreement.

9.2. The express terms of this Agreement are in lieu of all warranties, representations, guarantees, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The Lumi Dashboard, the Lumi Apps, the Equipment and any other products or services supplied by Lumi under this

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Agreement are provided “as is” and without any warranty as to merchantability, fitness for a particular purpose or that they are error-free or will operate without interruption.

10. LIABILITY

10.1. Subject to Clause 10.2, Lumi’s maximum aggregate liability under or in connection with this Agreement (including any indemnity contained in this Agreement), whether in contract, misrepresentation, tort (including negligence) or otherwise, shall in no circumstances exceed the total Fees paid to Lumi under this Agreement.

10.2. Save to the extent it is lawful to do so, nothing in this Agreement shall be construed as excluding the liability of one Party to the other for:

- (a) death or personal injury to the extent that it results from its negligence;
- (b) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982; or
- (c) fraud.

10.3. Subject to Clause 10.2, in no event will either Party be liable under or in connection with this Agreement for loss of actual or anticipated income or profits, loss of goodwill or reputation, loss of anticipated savings or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

10.4. The Office Holders act as agents for the Customer/ Client and neither they nor their representatives nor any employees or members of PwC shall incur any personal liability in any circumstances whatsoever by virtue of this Agreement, nor in relation to any related matter or claim nor in respect of any Service provided pursuant to this Agreement.

11. CONFIDENTIALITY

11.1. Each of the Parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it shall receive or otherwise become aware of information relating to the other Party, its clients,

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customers, businesses, business plans or affairs, which information is proprietary and confidential to the other Party ("**Confidential Information**").

11.2. Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other Party would regard as confidential.

11.3. Confidential Information shall exclude information which:

- (a) at the time of receipt by the recipient is in the public domain;
- (b) subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- (c) is lawfully received by the recipient from a third party on an unrestricted basis; and/or
- (d) is already known to the recipient before receipt hereunder.

11.4. Each of the Parties undertake to maintain the confidentiality of the other Party's Confidential Information at all times and to keep the other Party's Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither Party shall at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other Party, use, disclose, exploit, copy or modify any of the other Party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations hereunder.

11.5. Each of the Parties undertakes to disclose the other Party's Confidential Information only to those of its employees, Associates, professional advisors and (in the case of Lumi only) to service partners to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.

11.6. Neither Party shall be in breach of this Clause 11 if it discloses the other Party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other Party is, to the extent practicable, given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

11.7. The terms of and obligations imposed by this Clause 11 shall survive the termination of this Agreement for any reason.

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12. FORCE MAJEURE

12.1. Neither Party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a **"Force Majeure Event"**).

12.2. Force Majeure Events shall include but not be limited to the following:

- (a) strikes (other than of its own staff), lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of all means of public or private transport, or any communications or information network (including the internet);
- (e) unavailability of any electricity or other utilities, or unavailability or material change in any third party technologies or platforms (or the rules governing such technologies or platforms) which is not due to the act or omission of a Party to this Agreement;
- (f) error, failure, interruption, delay or non-availability of any goods or services supplied to Lumi by a third party;
- (g) act or order of any authority; or
- (h) compliance with any change in law or change in regulation which would prohibit the performance of any obligation pursuant to this Agreement.

12.3. The Party whose performance is affected by a Force Majeure Event shall, within two (2) Business Days of becoming aware of the Force Majeure Event, provide a written notice to the other Party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

12.4. If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding thirty (30) days the non-affected Party shall have the right to terminate this Agreement forthwith on written notice to the affected Party. Each Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

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13. NOTICES

13.1. Any notice, invoice or other communication which either Party is required by this Agreement to serve on the other Party shall be sufficiently served if:

- (a) sent by personal delivery, registered post or recorded delivery to the other Party at the address specified in this Agreement (or such other address as is notified to the other Party in writing); or
- (b) sent by email to that Party, using the details provided in the Order Form provided that the email shall be sufficient for notices of termination or of a claim.

13.2. Notices sent:

- (a) by personal delivery shall be deemed to have been given upon the day on which it is actually received by the relevant Party;
- (b) by registered post or recorded delivery shall be deemed to be served three (3) Business Days following the day of posting; and
- (c) by email shall be deemed to be served upon receipt by the sending Party of an email (emanating from the email address of an authorised representative of the relevant Party) which confirms receipt of the notice. For the avoidance of doubt, an automatically generated 'read receipt' or 'delivery receipt' does not constitute confirmation of receipt for the purposes of this Clause.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1. Customer acknowledges that Lumi relies on third parties to deliver its products and services, and therefore consents to Lumi sub-contracting performance of certain parts of its obligations under this Agreement to such third parties.

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15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Save in respect of Associates of Lumi, a person who is not a Party to this Agreement has no enforceable benefit or any right to enforce any term of this Agreement.

16. GENERAL

- 16.1. Subject to Clause 8.4, the failure of any Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.
- 16.2. Lumi shall be entitled to describe, in general terms, its relationship with Customer and its provision of the Services and the Equipment in publicity materials, and to include Lumi branding on the Lumi Apps, the Lumi Dashboard and other Lumi Materials.
- 16.3. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 16.4. This Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the Parties acknowledges and agrees that:
- (a) in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and
- (b) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement.
- 16.5. The laws of England and Wales shall govern the rights and obligations of the Parties; the construction of the same; and, so far as possible, all other matters arising out of or connected with, the making, execution

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and termination of the same, and both Parties hereby submit to the exclusive jurisdiction of the English Courts

- 18.6. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 18.7. No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

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