Personal Group/Innecto/Lets Connect

Standard Terms and Conditions for Client Agreements/Statements of Work

Terms and Conditions Ref PG006C1

These terms and conditions apply for the following companies where specified in the applicable Client Agreement/SoW(s):

- **Personal Group Holdings plc**
- **Personal Management Solutions Limited**
- **Innecto People Consulting Limited**
- **Lets Connect IT Solutions Ltd**

Terms and Conditions – General

1 Definitions -

In these terms and conditions the following terms shall have the following meanings:

Agreement: an agreement for the provision of services and/or goods between Us and You as set out in a Client Agreement/SoW incorporating these terms and conditions.

Authorised Users: Any of Your employees, agents and independent contractors or other users we agree to include who are authorised by You to use Digital Software Services.

Client Material: Any digital or print content or other material provided or supplied by You on to or for use with the Services.

Confidential Information: All information in respect of the business of a party including, without prejudice to the generality of the that statement, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; policyholder/client lists or prospective policyholder/client lists or details; computer systems, software and software specifications; products or services, including but not limited to know-how or other matters connected with the products or services marketed, provided or obtained by a party; and information concerning a party's relationships with employees, actual or potential customers, policyholders or suppliers and the needs and requirements of the party and of such persons and any other information which, if disclosed, would be liable to cause harm to a party.

Client Agreement/SoW(s): The client agreement and/or statement of work document(s) provided to You by Us setting out the details of the Services/Goods We will provide, the Fees, any Specification and further terms which apply to those Services/Goods.

Data: the data input by You, Your Authorised Users, or Us on Your behalf for the purpose of using, or facilitating Your use of, Services and particularly Digital Software Services.

Data Protection Addendum: The addendum provided to You by Us, or agreed between us, as specified in the Client Agreement/SoW.

Data Protection Legislation: means: laws and regulations that apply in relation to the processing of personal data including (without limitation) the Data Protection Act 2018, UK GDPR and any replacement legislation coming into effect from time to time;

Default: means any breach of Our obligations or any default, act, omission, negligence or statement of Ours, Our employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement in respect of which We are liable to You.

Deliverables: the deliverables (if any) specified in the Client Agreement/SoW relating to any Services.

Digital Software Services: any digital software services specified as such in the Client Agreement/SoW.

Documentation: the document(s) made available to You by Us from time to time as part of Our Services.

End User Licence Agreement (EULA): the end user licence agreement/terms governing the use of the any Digital Software Service or other Service which requires an Authorised User to accept it prior to using the Digital Software Services/Services.

Employees: Employees who work for You (or other individuals specified in the Client Agreement/SoW).

Fees: the fees or charges agreed between us as set out in the Client Agreement/SoW.

Goods: means any goods specified as such in the Client Agreement/SoW, including any Packages (as defined below).
Intellectual Property Rights (IPR): Patent, copyright, moral rights, design rights, rights in databases, business and brand names, domain names, style of presentation of goods or services, business process methodology, trademark, and other intellectual property rights registered or unregistered.
Services: The services (including Digital Software Services) or other deliverables set out in the Client Agreement/SoW.
Specification: The specification (if any) set out in the Client Agreement/SoW providing details of the Services, Digital Software Services, Deliverables or Goods.
Term: The length of Your contract.
Us/We/Our: The provider of the Services/Goods as set out in the Client Agreement/SoW
Working Day: Monday to Friday, excluding Public Holidays.
You/Your/the Client: The Client as named in the Client Agreement/SoW.

1.2 References in this contract to
- 1.2.1 statutes, regulations or laws shall be to such statutes, regulations and laws as modified, amended, restated or replaced from time to time;
- 1.2.2 a person (including a party to this Agreement) includes a reference to successors and permitted assigns and shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state or agency of a state, or any association, partnership or other entity (whether or not having separate legal personality);
- 1.2.3 a document is a reference to that document as from time to time supplemented or varied.

1.3 Words importing the singular shall include the plural number and vice versa and words importing a gender shall include each gender;
1.4 Any reference to any clause, sub-clause, paragraph, schedule or appendix shall be a reference to the clause, sub-clause, paragraph, schedule or appendix of this Agreement in which the reference occurs unless it is indicated that reference to some other provision is intended;
1.5 Any headings contained in this Agreement are inserted for convenience of reference only and shall not in any way form part of nor affect nor be taken into account in the construction or interpretation of any provisions of this Agreement.
1.6 In the event of any conflict between these terms and conditions and a Client Agreement/SOW the Client Agreement/SOW shall take precedence.

2. Our Obligations

2.1 We will provide the Services, Deliverables or Goods specified in the Client Agreement/SoW on the terms of the Agreement.
2.2 We will provide the Services, Deliverables or Goods in all material respects in compliance with the Client Agreement/SoW and the Specification. Where Services are provided are and/or are provided via Digital Software Services Authorised Users or Employees using those Services must, where required, enrol on the Digital Software Services in order for the full benefit to be obtained.
2.3 We will endeavour to meet any specific performance dates, but time is not of the essence, provided always that We will provide the Services, Deliverables or Goods within a reasonable time (unless otherwise stated in the Client Agreement/SoW).
2.4 We will manage any personal data provided in accordance with the Data Protection Addendum and will comply with the provisions of the Data Protection Addendum.
2.5 We undertake that the Services will be provided with reasonable skill and care.
2.6 The undertaking at clause 2.5 and the provisions of clause 2.2 shall not apply to any non-conformance which is caused by the use of any Services contrary to Our instructions, or modification or alteration of Digital Software Services or any Deliverable by any party other than Us or Our duly authorised contractors or agents. If a Digital Software Service or a Deliverable does not conform with the undertaking in 2.5 or with clause 2.2, We will, at Our expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide You with an alternative means of accomplishing the desired performance. Such correction or

substitution constitutes Your sole and exclusive remedy for any breach of the undertaking set out in clause 2.2 for Digital Software Services or any Deliverable. Notwithstanding this, We:

(a) do not warrant that Your use of any Digital Software Services or any Deliverable will be uninterrupted or error-free; and

(b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Data over communications networks and facilities, including the internet, and You acknowledge that any applicable Deliverable or Digital Software Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

2.7 We warrant that We have and will maintain all necessary agreements, consents, and permissions necessary for the performance of Our obligations under this Agreement.

2.8 We shall comply with all applicable laws and regulations with respect to Our provision of the Services or Goods.

3 Your Obligations

3.1 You will not, unless specified in the Client Agreement/SoW, obtain equivalent services or an alternative to the Services (in whole or in part) through an alternative provider.

3.2 You will ensure reasonable support of Your Employees and sub-contractors in the provision of the Services and/or Goods and any other matters which may require support under the Agreement.

3.3 You shall ensure that any information which You provide to Us is accurate, honest and truthful and that where any information relates to an Employee You are authorised to provide such information to Us.

3.4 You will comply with the provisions of the Data Protection Addendum.

3.5 You shall:

(a) provide Us with:

(i) all reasonably necessary co-operation in relation to the Agreement; and

(ii) all reasonably necessary access to such information as may be required by Us; and

(iii) any requirements outlined in the Client Agreement/SoW;

in order to provide the Services, Deliverables or Goods, including any Digital Software Services, including but not limited to Data, Authorised User information and configuration details (where applicable);

(b) comply with all applicable laws and regulations with respect to Your activities under the Agreement;

(c) carry out all other customer responsibilities set out in the Client Agreement/SoW and the Agreement in a timely and efficient manner. In the event of any delays in Your provision of such assistance as agreed, We may adjust any agreed timetable or delivery schedule as reasonably necessary and/or charge any Fees which should otherwise have become due;

(d) ensure that the Authorised Users use the Digital Software Services or other applicable Service in accordance with the terms of this Agreement and any applicable EULA and shall be responsible for any Authorised User's breach of this Agreement or

+ the EULA;

(e) obtain and shall maintain all necessary agreements, consents, and permissions necessary for Us, Our contractors and agents to perform their obligations under the Agreement.

4. Fees and Payment

4.1 We will invoice You as set out in the Client Agreement/SoW for the Fees and any agreed expenses.

4.2 Subject to any provisions in the Client Agreement/SoW, You shall pay the Fees within 30 days of the invoice date.

4.3 We have the right to charge interest on late payments of the Fees at 4% above Bank of England base rate.

4.4 We may suspend the provision of Our Services, delivery of any Goods and/or access to any Digital Software Services without notice in the event of non or late payment of the Fees.

4.5 If You decide not to proceed with the Services We have the right to charge You the Fees for the services that We have provided as set out in the Client Agreement/SoW.

4.6 All amounts and Fees stated or referred to in this Agreement:

(a) shall be payable in pounds sterling;

(b) are, unless stated in the Client Agreement/SoW, non-cancellable and non-refundable;

(c) are exclusive of Value Added Tax, which shall be added to Our invoice(s) at the prevailing rate.

4.7 You shall, where required and as soon as practical, provide to Us approved purchase order details and any other relevant billing information You wish Us to include in an invoice. We are under no obligation to include any details but will use reasonable endeavours to do so.

4.8 We may increase the Fees on an anniversary of the start date or the commencement of the Services under this Agreement by the greater of 5% and the consumer prices index applicable on that date (or any replacement index) and We shall give You not less than one months' notice of any such increase.

4.9 We have the right by giving 21 days' notice to You at any time to increase the Fees to reflect any increase in cost to Us of the provision of the Services due to a factor beyond Our control including due to price increases of manufacturers and/or suppliers.

5. Term

5.1 Subject to any provision in the Client Agreement/SoW, this Agreement shall commence on the start date set out in the Client Agreement/SoW and shall continue, unless the delivery of the Services is not ongoing and has been concluded or terminated earlier in accordance with clause 10, for 3 years (the "**Initial Term**"). The term of the contract shall automatically extend at the end of the Initial Term for 1 year (the "**Extended Term**") and similarly at the end of each Extended Term, unless either party gives written notice to the other party, no later than 3 months before the end of the Initial Term or Extended Term, to terminate this contract at the end of the Initial Term or Extended Term.

5.2 We may provide 4 months' notice prior to the end of the Initial Term or Extended Term of a change in any provision of the Client Agreement/SoW or these terms. The change shall take effect at the start of the Extended Term immediately following such notice.

6. Your Data

6.1 You shall own all rights, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

6.2 We shall maintain backups of Data to the extent that We, in our sole discretion, consider is appropriate for Us to provide the Services. In the event of any loss or damage to Data, Your sole and exclusive remedy shall be for Us to use reasonable endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Us. We shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party.

6.3 Your Data may be shared with Us or the same Data may be collected by Us on the basis We become the Data owner for that Data. This will not remove any right You have to the Data but shall give Us rights in the Data in addition to You. This shall be specified in the Data Protection Addendum where applicable.

7. Intellectual Property (IPR)

7.1 We retain all rights, title and interest in the IPRs in relation to the Services (in particular any Digital Software Services), Deliverables or any other services We provide other than any IPR You provide to Us for use under the Agreement or as set out in the Client Agreement/SoW. No right shall be granted over any of Our IPR save to the extent licensed under the Agreement.

7.2 You permit Us to use Your IPR where required for the provision of the Services.

7.3 Any material created by Us in providing the Services or howsoever, which is not already Your IPR, shall form part of Our IPR.

7.4 You will not copy or reproduce any part of the Digital Software Services, any Deliverable or any of the materials supporting the provision of the Services without Our consent.

8. Confidentiality

8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations or receive benefits under this Agreement. Information shall not be classed as Confidential Information if (and to the extent) it:

(a) is or becomes publicly known other than through any act or omission of the receiving party in breach of this Agreement;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on such disclosure;

(d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the provision of the Services or Goods.

8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Each party shall remain responsible for its employees or agents' compliance with the terms of this Agreement.

8.4 You acknowledge that details of Digital Software Services may include the results of any penetration and/or performance tests of the Digital Software Services which will constitute Our Confidential Information.

8.5 We acknowledge that Your Data is Your Confidential Information (subject to clause 6.3).

8.6 This clause 8 shall survive termination of this Agreement for a period of five years, or until such point in time that the Confidential Information has been deleted by mutual agreement.

9. Liability

9.1 This clause 9 sets out Our entire financial liability (including any liability for the defaults, acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

(a) any breach of the Agreement;

(b) any use made by You of the Services (including Digital Software Services), Deliverables or Goods or any part of it; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

9.2 Except as expressly and specifically provided in a Client Agreement/SoW:

(a) You assume sole responsibility for any results obtained from the Services (where these are provided as consultancy services) and use of Digital Software Services by You, and for conclusions drawn from such use.

(b) We shall have no liability for any damage caused by errors or omissions in any Data, instructions or scripts or recommendations provided to Us by You in connection with the Services, or any actions taken by Us under Your direction;

(c) 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

(d) the Services, and in particular any Digital Software Services, are provided to You on an "as is" basis.

9.3 Nothing in the Agreement excludes Our liability for:

(a) death or personal injury caused by Our negligence; or

(b) fraud or fraudulent misrepresentation.

9.4 Subject to clause 9.2 and clause 9.3 Our total aggregate liability for loss in respect of Defaults whether arising in contract, tort (including negligence), breach of statutory duty or otherwise howsoever shall in no event exceed:

(a) £1,000,000 in respect of damage or loss of tangible, material property of Yours;

(b) £500,000 in respect of loss of, damage to or corruption of, Personal Data or Confidential Information or claim under the indemnity in clause 25; and

(c) in respect of any other loss, the aggregate amount of the Fees payable in the 12 months preceding the event or £50,000, whichever is greater.

9.5 Subject to clause 9.3, in no event shall We be liable in contract, tort (including negligence), breach of statutory duty or otherwise howsoever for:

(a) any loss of profit, loss of business, loss of goodwill, loss of contracts, loss of revenues or loss of anticipated savings; or

(b) any increased costs or expenses; or

(c) any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof arising out of or in connection with the Agreement; or

(d) any loss caused by a third party.

10. Termination

10.1 Either party can terminate the Agreement on the basis set out in the Client Agreement/SoW or by notice in writing:

10.1.1 For any material breach of the other party not remedied within 30 days of a written request.

10.1.2 When the other party fails to, or is unable to, pay its debts as they fall due.

10.1.3 If a notice is filed to wind up the other party.

10.1.4 If an order is made for the appointment of an administrator or receiver to the other party.

10.1.5 If the other party suspends a substantial part or all of it business.

10.1.6 If the other party fails to comply with the provisions of the Bribery Act 2010.

10.1.7 In accordance with clause 5.

10.2 Any termination will be without prejudice to any other rights or remedies.

10.3 Termination of the participation of any of third party engaged in delivering the Services does not constitute grounds for material breach.

10.4 Save as provided in a Client Agreement/SoW, on termination of this Agreement for any reason:

(a) You agree to pay Us any outstanding Fees and/or for the time We have spent in performing the Services where applicable at the daily charge out rate or for the sums in each case as specified in the Client Agreement/SoW. This covers fees for both Services/Goods already delivered/provided, but additionally fees for Services scheduled for delivery/provision up to 14 days from the date of termination and any Goods already ordered;

(b) all rights granted under the Agreement shall immediately terminate, and in particular the use of Digital Software Services must end;

(c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party, subject to the provisions of the Data Processing Addendum;

(d) subject to the provisions of the Data Processing Addendum, We may destroy or otherwise dispose of any of Your Data in Our possession unless We receive, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to You of the then most recent back-up of Your Data. We shall use reasonable commercial endeavours to deliver the back-up to You within 30 days of receipt of such a written request, provided that You have, at that time, paid all fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Us in returning or disposing of Your Data; and

(e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

10.5 Any provision intended by its nature to survive termination or expiry of the Agreement shall continue in full force and effect.

11. Force Majeure

11.1 Neither party will be in breach of this Agreement nor liable for delay or failure to perform its obligations if such delay or failure results from events beyond its reasonable control. In these circumstances You/We will be entitled to a reasonable extension time for performing obligations provided that if the period of non-performance continues beyond 28 days, the other party may terminate this agreement on 7 days' notice.

11.2 We may amend or remove any Services or the provision of any Goods if We are unable to provide or replace its provision due to circumstances outside of Our control (such as the insolvency of a third party provider). We will use reasonable endeavours to maintain or replace any Services or Goods should such circumstance arise.

12. Non-Solicitation

12.1 You undertake that during the period from the commencement of the Agreement and for twelve months after completion of the Services under the Agreement, You will:

(a) not canvass nor solicit for direct or indirect employment any of Our employees, workers, directors or associates unless with Our prior written consent; and

(b) not solicit or encourage any of Our employees, workers, directors or associates to terminate their employment or engagement, nor recommend such person to any third party that might result in an approach to such persons to leave Our employment or engagement.

12.2 Nothing in this Agreement will prevent You from proceeding with an approach made by an employee, worker, director or associate of Ours in response to a genuine recruitment campaign (whether through agencies or advertising) by You open to all comers and not specifically targeted at any of Our such persons.

12.3 If You are proven to have offered employment to Our employee, worker, director or associate (without that person having responded directly to a specific advertised vacancy) then You will be liable to pay Us a fee equivalent to half of that person's current annual basic salary plus an amount equal to their most recent bonus payment received from Us.

12.4 You have the right to offer immediate employment to any staff whose employment has been terminated by Us and in these circumstances, the provisions of clause 12.3 will not apply.

13. Assignment and Performance

13.1 Neither party will assign this Agreement or any of its rights without prior written consent, save where reasonably required for the purposes of an internal corporate reconstruction.

13.2 We may sub-contract any element of the Services or provision of Any Goods due to be provided by Us but shall remain at all times responsible for our obligations pursuant to this Contract despite any sub-contracting.

14. Notices

14.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

14.1.1 delivered by hand or pre-paid "signed for" post at its registered office address;

14.1.2 sent by e-mail to the following addresses:

in the case of You: as set out in the Client Agreement/SoW; and

in the case of Us: sarah.mace@personalgroup.com

14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt;

14.2.2 if sent by pre-paid "signed for" post, at the time recorded by the delivery service; and

14.2.3 if sent by e-mail, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2.3, business hours mean 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3 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.

15. Severance

15.1 If any condition is found by any court or competent jurisdiction to be invalid, that condition will be deemed not to form part of the Agreement.

16. Partnership, Agency and Right of Third Parties

16.1 No parties other than You or Us may accrue any rights under this contract and the Contracts (Rights of Third Parties Act) 1999 shall not apply.

16.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute either party the agent of the other, or authorise either party to act on behalf of the other.

17. Variation

17.1 No variation of this Agreement shall be effective unless it is in writing and signed by both of the parties.

18. Dispute Resolution

18.1 Both parties shall allocate a staff member to manage the Agreement and the relationship between the parties. The relevant staff members shall discuss the contract on a regular basis.

18.2 In the event of any dispute between the parties the staff member's managing the Agreement shall initially meet to discuss and attempt to resolve the dispute. Either party may request such a meeting which the parties shall use all reasonable endeavours to ensure takes place within 14 days of such a request. In the event the parties are not able to resolve any dispute within 21 days of a request being made under this clause 18.2 then clause 18.3 shall apply.

18.3 Each party shall allocate a senior manager to deal with disputes under this Agreement. In the event a dispute is not resolved under clause 18.2 either party may require a senior management meeting to consider the dispute. When requested a senior management meeting should take place within 14 days of the request and the meeting may be in person, by telephone or video link. The parties will work in good faith to resolve any dispute. If resolution is not possible via a senior management meeting the parties will mediate using the Centre for Effective Dispute Resolution (CEDR).

18.4 Either party may give notice in writing to commence mediation within 14 days of the end of the period for negotiation set out in clause 18.3. This does not prevent either party from beginning court proceedings.

19. Waiver

19.1 A waiver by either party of any right under these conditions is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. A failure or delay by either party in exercising any right provided in these conditions or by law will not constitute a waiver of that right, nor will it restrict any further exercise. No exercise by either party of any right provided in these conditions or by law will preclude or restrict the further exercise of any such right.

20. Warranties

20.1 Each party warrants to the other party that their material:

20.1.1 does not infringe the IPR of any third party.

20.1.2 complies with all relevant statutes, regulations and laws.

20.1.3 is accurate and complete and has received necessary consents.

20.2 Each party will give notice of any infringement.

20.3 You or We shall reimburse the others reasonable costs incurred when complying with these provisions.

20.4 Each party acknowledges that in entering into this Agreement it does so on the basis of relying on only the provisions set out in this Agreement.

21 Entire Agreement

21.1 This Agreement and the documents referred to herein constitute the entire Agreement between the parties for the Services, Deliverables or Goods set out in the Client Agreement/SoW and, save as expressly referred to or referenced herein, supersedes, replaces and extinguishes all prior representations, writings, negotiations or understandings written or oral on the subject matter.

21.2 Each party acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty of any person other than as expressly set out in the Agreement and 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 the

Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not in the Agreement.

22 Governing Law & Jurisdiction

22.1 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 laws of England.

22.2 Each party irrevocably agrees that the courts of England 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.

Terms and Conditions – Digital Software Services

23. Use of Digital Software Services (Applicable only where Digital Software Services are provided)

23.1 Subject to You paying the Fees as set out in the Client Agreement/SoW for the use of any Digital Software Services and subject to the terms set out herein and in the Client Agreement/SoW, We shall provide Digital Software Services and (where applicable) grant to You a non-exclusive, non-transferable licence to use Digital Software Services during the Term. All use of Digital Software Services is solely for Your internal business operations or as otherwise specified in the Client Agreement/SoW, and You agree shall not be used for any other purpose. Use of Digital Software Services and any license are for use via Our hosted service by Authorised Users and not otherwise.

23.2 You agree and accept that any Authorised Users of Digital Software Services and some other Services may be required to agree to Our required EULAs prior to, and as a condition of, using those Services, such EULAs being subject to change at any time at Our discretion.

23.3 We give no warranty that access any Digital Software Service is uninterrupted or free of virus or bugs, but We will use reasonable endeavours to ensure this is the case, as far as possible. Only the Authorised Users, notified to Us and agreed in writing from time to time, will be authorised to use Digital Software Services and specific authority will be required for any Authorised User able to access Data related to another Employee or to amend the Services or request additional services which are not free of charge.

23.4 You will use Your reasonable endeavours to ensure that only Authorised Users access the Digital Software Services and that, where required for the Digital Software Service, Authorised Users do so using a login provided by Us and password they select. You will ensure that Authorised Users are aware that the Digital Software Services should be used in accordance with its terms and that only Authorised Users are entitled to access it.

23.5 You shall not (and shall in so far as possible ensure third parties cannot) disassemble, decompile, reverse-engineer or create derivative works.

23.6 You shall not, and You shall ensure that Your Authorised Users shall not, access, store, distribute or transmit any viruses, or any material during the course of Your use of Digital Software Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
(b) facilitates illegal activity;
(c) depicts sexually explicit images;
(d) promotes unlawful violence;
(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
(f) causes damage or injury to any person or property;

and We reserve the right, without liability to You, to disable Your access to Digital Software Services if You or any Authorised User breach the provisions of this clause.

23.7 You shall not, and You shall ensure that Your Authorised Users shall not,:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Digital Software Services in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Digital Software Services; or
(c) access all or any part of Digital Software Services in order to build a product or service which competes with Digital Software Services; or
(d) use Digital Software Services to provide services to third parties; or
(e) other than as explicitly provided in the Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Digital Software Services available to any third party except the Authorised Users; or
(f) attempt to obtain, or assist third parties in obtaining, access to Digital Software Services, other than as provided under this clause 23.

23.8 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Digital Software Services and, in the event of any such unauthorised access or use, promptly notify Us.

24. Provision of Digital Software Services (Applicable only where Digital Software Services are provided)

24.1 We shall, during the Term, provide and make available Digital Software Services to You subject to the terms of the Agreement as provided in the Client Agreement/SoW.

24.2 We shall use commercially reasonable endeavours to make Digital Software Services available 24 hours a day, seven days a week, except for:
(a) planned maintenance carried out during a maintenance window; and
(b) unscheduled maintenance performed outside normal business hours.

24.3 We will operate Digital Software Services using infrastructure, software and services, including hosting and development, as specified by Us in the Client Agreement/SoW. Such specification is subject to change at any time at Our sole discretion. Details of the technical specification will be set out or confirmed in the Client Agreement/SoW.

24.4 We will:
(a) provide Digital Software Services as a service, via the internet, hosted in Our secure environment;
(b) configure Digital Software Services as specified in the Client Agreement/SoW;
(c) set up any Authorised Users agreed with You for the specified elements of Digital Software Services;
(d) distribute access credentials for the Authorised Users to enable them to access the system;
(e) provide You will the facilities to upload any data required for Digital Software Services and to access the services provided by the elements of Digital Software Services You have purchased.

25. Digital Software Services Indemnity (Applicable only where Digital Software Services are provided)

25.1 We shall defend You, Your officers, directors and employees against any claim that Digital Software Services infringes any third party Intellectual Property Rights, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:
(a) We are given prompt notice of any such claim;
(b) You provide reasonable co-operation to Us in the defence and settlement of such claim, at Our expense; and
(c) We are given sole authority to defend or settle the claim.

25.2 In the defence or settlement of any claim, We may procure the right for You to continue using Digital Software Services, replace or modify Digital Software Services so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 5 Business Days' notice to You without any additional liability or obligation to pay liquidated damages or other additional costs to You.

25.3 In no event shall We, Our employees, agents and sub-contractors be liable to You to the extent that the alleged infringement is based on:
(a) a modification of Digital Software Services by anyone other than Us; or
(b) Your use of Digital Software Services in a manner contrary to the instructions given to You by Us; or

(c) Your use of Digital Software Services after notice of the alleged or actual infringement from Us or any appropriate authority.

25.4 This clause sets out Your sole and exclusive rights and remedies, and Our (including Our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any IPR or right of confidentiality.

Additional Terms – Lets Connect

These clauses only apply to contracts with Lets Connect IT Solutions Limited (LC) or arrangements sub-contracted to LC

LC1 Definitions

Employee Salary Agreement: means the Salary Agreement between You and the Qualifying Employee in respect of the Home and Technology Scheme which You authorise Us to sign for and on behalf of You as Your agent.

Home and Technology Materials: means the Employee Salary Agreements and accompanying information packs, the 'Your guide to the technology benefit', including any further brochures or materials, for Qualifying Employees prepared by Us for the purpose of the Home and Technology Scheme.

Home and Technology Scheme: means the provision of goods and services provided by Us in connection with the provision of the Packages to the Qualifying Employees under an Employee Salary Agreement as set out in the Specification.

Home and Technology Scheme Platform: means the platform forming part of the Digital Software Services identified in the Specification from which the Home Technology Scheme is accessed and the app which We make available (via Google Play Store and the App Store) to access the website.

Packages: means the Home, Leisure, Technology or Smartphone packages as listed on in the Home and Technology Scheme Platform that Employees may access from time to time.

Qualifying Employees: means Employees, who have signed the relevant Employee Salary Agreement.

Salary Agreement: means an arrangement under which an employee opts to receive goods and services and forgoes part of their salary (salary sacrifice arrangement) or net pay (net pay arrangement) in return.

LC2 General

LC2.1 The Agreement sets out the terms and conditions for the provision of the Packages. For the avoidance of doubt, the terms and conditions related to the use of the Packages will be subject to the Employee Salary Agreement. The Agreement does not by itself commit You to purchase any Packages, nor does it authorise Us to sell or supply any Packages. Rather, the Agreement merely sets forth the terms and conditions that will govern any supply of Packages to Qualifying Employees as a result of the receipt by Us of a copy of a properly executed Employee Salary Agreement under the Home and Technology Scheme.

LC2.2 We are authorised to sign Employee Salary Agreements on the basis set out in the Specification.

LC3 Our Obligations

LC3.1 We will be responsible for administering the purchase and delivery of the Packages forming part of the Home and Technology Scheme. All Employee Salary Agreements shall be arranged by Us. We will promptly notify You or Your designated third party benefits administrator once We receive any orders for Packages.

LC3.2 We shall produce and distribute the agreed Home and Technology Materials at Our cost to Qualifying Employees. Roadshows, if agreed, will be conducted at Your approved locations in the UK, again at Our cost.

LC3.3 We agree to co-operate with You in the management of the Home and Technology Scheme as may be reasonably requested by You. We shall provide a customer service escalation facility throughout the lifetime of the Home and Technology Scheme for problems not adequately resolved through the normal support process. Normal support is the support given by the relevant manufacturer, under the terms of the applicable warranty and such warranty detail is provided with each Goods item delivered. Should such normal support not resolve the issue in a timely manner, the Employee has access to the Lets Connect Helpline, which is the same number provided to employees in the Employee Salary Agreement. These calls would be handled initially by Our first line Customer Engagement Centre staff. Hours of opening are Monday to Friday 9.00am – 5:30pm. The escalation process is via the Customer

Engagement Centre Manager and if not resolved, is escalated to the Operations Director and/or the Managing Director who shall liaise with senior managers of the relevant manufacturers' warranty support organisations.

LC4 Pricing

LC4.1 Prices of the Packages offered to Qualifying Employees shall be as specified on the Home and Technology Scheme Platform and as amended from time to time.

LC4.2 We will make all reasonable endeavours to ensure that the Packages are offered at prices that are competitive in the relevant market.

LC4.3 The price of the Packages shall include all relevant costs, fees and/or charges for delivery and support.

LC5 Reports for Home and Technology Scheme, Record Keeping and Monitoring

LC5.1 On receipt of copies of executed Employee Salary Agreements, We shall process the relevant order confirmations and shall liaise directly with the Qualifying Employees to arrange delivery. Delivery will take place at a time mutually agreed by Us and the relevant Qualifying Employee, which time will in no event be later than 8 weeks from receipt of an executed Employee Salary Agreement (subject to Our having been able to source the relevant Goods).

LC5.2 We agree to provide You, as well as any other suppliers You may have engaged for the purposes of managing Your benefits scheme (including, but not limited to Your designated benefits administrator) with a reconciled report on an agreed date of the relevant calendar year showing for each Qualifying Employee that has executed an Employee Salary Agreement in that calendar year, the following information: details of selected Goods/Package, including pricing and delivery information.

LC5.3 Following the acceptance of a fully reconciled delivery report by Us to You as described in additional clause LC5.2 above, We shall raise the appropriate invoice for the supply of the Packages. You shall advise Us should You disagree with any elements of the report and We shall make any necessary adjustments.

LC5.4 We shall keep detailed records of all activities carried out and costs incurred in connection with the Agreement and any other records as are expressly required to be kept by Us under the Agreement ("Records") at Our principal place of business during the Agreement and for at least 6 years thereafter.

LC5.5 We agree to provide You with all information and assistance reasonably requested by You from time to time, and to allow You (by an independent auditor, Your agents and representatives, or directly) access to Our systems, offices, Records, working practices and personnel as You may reasonably require during normal business hours in order to inspect, audit and monitor Our compliance with the Agreement (including the accuracy of the prices, sums, payments and charges of Goods/Packages being provided in accordance with the Agreement) and to conduct Your internal and statutory audits.

LC5.6 Any audit, investigation or monitoring undertaken in accordance with this clause shall be subject to Your providing at least 2 business days' notice of any audit You intend to carry out pursuant to these provisions unless such audit is required by You for reasons of suspected fraud or non-compliance with the provisions of confidentiality or data protection.

LC5.7 If any audit or other inspection by or on behalf of You demonstrates any non-compliance by Us of Our obligations pursuant to the Agreement, We shall, without prejudice to any other rights and remedies You may have: (a) remedy the cause of such non-compliance as soon as reasonably practicable; and (b) promptly refund to You all costs and expenses relating to such audit or inspection (including those of third party advisers).

LC6 Additional Warranties

LC6.1 We warrant that the Home and Technology Materials (including without limitation the Employee Salary Agreement) and the procedures to be followed by Lets Connect in providing Goods are compliant with or provide equivalent cancellation rights to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

LC6.2 We warrant, represent and undertake on an ongoing basis that We have all rights, title and authority required to enter into the Agreement and to provide the Packages and agree to produce to You evidence of this upon reasonable request.

LC7 Exit

LC7.1 In the event of termination of the Agreement We shall continue to provide the Services in relation to existing Employee Salary Agreement.

LC8. Warranty Support

LC8.1 Manufacturer's warranties for Goods shall be provided directly to You or to Employees to whom Packages/Goods are provided and such warranty (described in greater detail in the Client Agreement/SoW) allows for any necessary repairs to be carried out according to the relevant manufacturer's consumer warranty terms. Additional extended warranty may be provided, as described in the Client Agreement/SoW.

LC9.2 Items identified in the Client Agreement/SoW as accessory items, such as scanners, printers and other accessories shall be supplied with the relevant manufacturer's standard warranty.

Additional Terms – Innecto

These clauses only apply to contracts with Innecto People Consulting Limited (Innecto) or arrangements sub-contracted to Innecto

Not Applicable

Additional Terms – Hapi

These clauses only apply to contracts with Personal Management Solutions Limited (PMS), arrangements sub-contracted to PMS or Digital Software Services that allow Employee transactions to take place

PMS 1 Definitions

These additional defined terms shall apply to the agreement and the terms set out below shall apply in addition to the terms and conditions.

Personal Group Service Provider: A Personal Group company providing services as part of the Employee Benefits, which includes Us and may include Lets Connect IT Solutions Limited and Personal Assurance plc.

Service Providers: a third party delivering the Services or any part of the Services.

Third Party Material: Any digital or print content provided or supplied by a Service Provider.

In respect of Hapi Platform

Designated Employees: Employees who We agree with You shall have access to the Employer Engagement Platform and who may use the Employer Services that we agree shall apply to them.

Employee Benefits: Employee Benefit Offers and information and/or services provided to or accessed by Employees via the Employee Engagement Platform set out in the Client Agreement/SoW or Specification (or as agreed).

Employee Benefit Offers: the vouchers, discounts, products and other offers relating to products and services from Service Providers for Employees via the Employee Services Platform.

Hapi Platform/Employee Engagement Platform: The segment of the platform forming part of the Digital Software Services identified in the Client Agreement/SoW and Specification which is located on the website www.hapibenefits.com from which the Employee Benefits and Employer Services are accessed and the app which We make available (via Google Play Store and the App Store) to access the website.

Employer Services: the services and/or information or tools provided to You via the Employee Engagement Platform which are set out in the Client Agreement/SoW and/or Specification (or as agreed).

In respect of Employee Engagement Presentations and PG Online Insurance

Deductible Premium: The sum payable by an Employee for any Policy which they request You deduct from payroll.

Employee Engagement Presentations: private individual presentations to Employees agreed between Us and You and/or as set out in the Client Agreement/SoW provided by Personal Group Benefits Limited (PGB) in accordance with the PGB Employee Presentation Rules.

PGB: Personal Group Benefits Limited (Company No **03195037); Registered Office,** John Ormond House, 899 Silbury Boulevard, Milton Keynes, Buckinghamshire, MK9 3XL**.**

PGB Employee Presentation Rules: The rules or code of conduct under which PGB provide Employee Engagement Presentations which confirm the basis on which data will be processed and compliance with regulatory requirements.

PG Online Insurance: the sale of Policies as part of the Employee Benefits on the Employee Engagement Platform.

Policy/ies: Any and all of the insurance policies provided by Personal Group Service Providers either via the Employee Services Platform or Employee Engagement Presentations.

PMS 2 Our Obligations

PMS2.1 We will arrange, coordinate, monitor and report on the Services participation by the Employees. We may amend the Services from time to time if required to maintain the Service provision. Where We amend the Service, this will be with Your agreement, due to Service Provider agreement ending or due to matters outside of Our control.

PMS2.2 If We amend the Services at any time due to circumstances outside Our control, in accordance with clause PMS2.1, We will substitute alternative Services if We are reasonably able to do so.

In respect of Hapi Platform

PMS2.3 Subject to Your requirements, We will design and print literature to provide to Employees setting out the details of the Employee Benefits (including any access to the Employee Engagement Platform) in accordance with the details set out in the Client Agreement/SoW.

PMS2.4 We will provide phone numbers and hyperlinks for access to the Employee Engagement Platform.

PMS2.5 We will provide You with access to the Employee Engagement Platform to update any information or Employee Benefits and/or to monitor the performance of the Employee Benefits as We have specified in the Client Agreement/SoW. Please note all access to the Employee Engagement Platform is subject to the requirements of the Data Protection Addendum.

In respect of Employee Engagement Presentations and PG Online Insurance

PMS2.6 We will collect the Deductible Premium on behalf of the appropriate Personal Group Service Provider.

PMS2.7 Any membership and /or policy documents for Employees who choose to take out a Policy will be provided to them by or on behalf of the Personal Group Service Provider.

PMS2.8 We undertake to ensure that PGB will provide all Employee Engagement Presentations as specified in the PGB Employee Presentation Rules.

PMS2.9 We undertake to ensure that PG Online Insurance will comply with all laws and regulatory requirements.

PMS3 Your Obligations

PMS3.1 You agree to promote the Services on the basis they were designed to be used and shall inform Us of any suspected misuse of the Services.

PMS3.2 You agree to confirm Employees using the Services are eligible and remain eligible to receive the Services.

PMS3.3 You will pay fees for the provision of the Services based on the number of Authorised Users set in the Client Agreement/SoW or as otherwise agreed. If additional Authorised Users are required in any period of the Agreement they may be added on the payment of additional fees. We will revise the number of Authorised Users at the end of each 12-month period based on the Authorised Users during the previous 12 months.

In respect of Hapi Platform

PMS3.4 You acknowledge that Designated Employees may have administrative access to and the ability to post notifications on the Employee Engagement Platform. You acknowledge further

that We do not have control over the acts of the Designated Employees and as a result, You agree You are responsible for any notifications they post on the Employee Engagement Platform. You agree to ensure that all Designated Employees receive training as to what they should post on the Employee Engagement Platform and that Designated Employees will not post anything which is (or may reasonably deemed to be) inappropriate, unlawful or may otherwise result in claims or fines against Us. Further You shall confirm to Your Employees that posts are from You and not Us. You shall indemnify Us for any losses and claims which may arise in the event that a Designated Employee posts anything which is not both in the ordinary course of their role and appropriate for distribution on the Employee Engagement Platform.

In respect of Employee Engagement Presentations and PG Online Insurance

PMS3.5 You agree that for the duration of any Policy which is provided by a Personal Group Service Provider where the Employee requests You pay the Deductible Premium, You will do so. You agree that this clause will survive the termination of the Agreement.

PMS3.6 You will inform Us on the earlier of Your next update of Employee data or within 30 working days of an Employee for whom You are paying Deductible Premiums providing or being given notice that their employment will end, confirming the date on which the employment will end. You agree that if the Personal Group Service Provider provides cover which is not funded because a Deductible Premium cannot be collected, and there was no opportunity to terminate cover or arrange an alternative payment method, You will pay the premium for the cover provided.

PMS4 Service Provision

PMS4.1 Services will be subject to the applicable terms and conditions that Authorised Users will agree before use.

PMS4.2 We have no liability for any Service Provider or any representations made by a Service Provider. We exclude any liability for the actions of any Service Provider and for and all actions, conditions, warranties, terms, undertakings, express, implied and statutory to the extent permitted by law.

PMS4.3 We will monitor the performance of all Service Providers and You should provide Us with details of any complaints or concerns You or an Employee has about a Service Provider. We will raise any issues with a Service Provider on Your or an Employees behalf if required to do so.

PMS4.4 Where we agree that the partners of Employees shall have access to the Services they shall be treated as Employees in so far as is practicable an any obligations towards partners should be on the same basis as for Employees. The introduction of benefits for partners is subject to agreement and the basis of access agreed.

PMS4.5 Where we agree that Employees may include categories that include individuals who are not employed the Client Agreement/SoW shall specify the access to the Services which they shall have.

In respect of Hapi Platform

PMS4.6 All Employee Benefit Offers will be subject to the terms and conditions applicable to that Employee Benefit Offer which Employees will agree before taking the benefit or entering any contract.

In respect of Employee Engagement Presentations and PG Online Insurance

PMS4.7 We will provide You with the details for the Deductible Premiums to be calculated and paid. You will pay the Deductible Premium within 7 days of Your payroll date.

PMS4.8 We will inform You which Employees have enrolled and have authorised You to deduct a Deductible Premium from their salary. You will inform Us of leavers who are paying a Deductible Premium and this information will be updated monthly along with policy amendments and cancellations. We will then reconcile against Deductible Premiums received.

PMS4.9 You will refund any Employee as advised for any overpayment repaid by Us where membership of the relevant Policy is cancelled or declined via the next payroll.

PMS4.10 Regardless of the status of this agreement, You will deduct Deductible Premiums from payroll and remit to Us until You receive authorisation directly by Your employee for termination of the relevant Policy. You will continue to allow Us reasonable access in normal business hours

for the provision of service to Your employees who hold policies with Us and the provisions of clauses PMS4.7 to PMS4.9 shall continue.

PMS4.11 The provisions requiring the payment of Deductible Premiums and any other provision intended by its nature to survive termination or expiry of the Agreement shall continue in full force and effect.

PMS5 Amendments

PMS5.1 At the end of the Initial Term or an Extended Term We may make amendments to the Employee Benefits, Employer Services, Employee Engagement Platform and/or the Fees. We shall provide You with a minimum of 1 months' notice of any such change. If You do not agree to a change You must notify Us within that 1 month period and We shall continue to provide the Employee Benefits with no change for the period We determine and notify You of, which shall be between 3 months and 12 months and after which the contract will terminate.