

General Terms and Conditions of Supply

v1.3 – January 2025

Stone Technologies Limited, trading as Converge Technology Solutions, registered in England and Wales under company number 02658501, with registered address at Granite One Hundred, Acton Gate, Stafford, Staffordshire ST18 9AA ("Stone") has agreed to supply goods and/or services and/or licenced software to the person/firm to who buys such goods/services/software licences ("Customer"). In the absence of any terms required to be used by a purchasing framework used by the Customer ("Framework Conditions"), the supply shall be governed by and subject to the terms set out in this document as the general terms and conditions of supply (as amended from time to time under clause 18.2) ("General Conditions") which shall apply to all contracts of supply. It is an obligation on the Customer to make Stone aware of any Framework Conditions when placing an order. Failure to do so will result in the General Conditions applying to Stone's provision of goods and/or services and/or software and Stone's pricing will be reflective of said General Conditions. In the event of any conflict between Framework Conditions and Stone's General Conditions, the Framework Conditions shall take precedence. In the absence of any specific wording in the Framework Conditions, Stone's General Conditions shall apply.

Additional terms may also apply and shall be clearly identified to the Customer when applicable, including but not limited to the following:

- Terms and conditions of supply of Goods ("Goods Conditions")
- Terms and conditions of supply of Services ("Services Conditions")
- Terms and conditions of supply of IT Asset Disposal ('ITAD') Services ("ITAD Conditions")
- Terms and Conditions of Purchase ("Purchase Conditions")
- Additional terms applicable to consumers ("Consumer Conditions")
- Additional terms applicable to customers purchasing broadband and/or mobile data solutions ("Connectivity Conditions")

The applicable sets of terms and conditions shall collectively be referred to as 'the Conditions'. The Conditions apply to the exclusion of any other terms that Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

*****Note particularly clause 11 (Limitation of Liability)*****

1. INTERPRETATION

In the Conditions: (i) person includes a natural person, corporate or unincorporated body; (ii) a reference to Stone or Customer includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms including or include shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to writing or written includes emails but excludes faxes; (vi) the terms 'personal data', 'data subject', 'processor', 'controller', 'processing', 'personal data breach', 'pseudonymisation', 'special categories of data' and 'supervisory authority' have the meanings set out in Data Protection Law; and (vii) the following definitions apply:

"Acceptable Use Policy": the acceptable use policy (if any) applicable to the relevant Services, as detailed in the Order Form, or any other acceptable use policy mandated by Stone from time to time on written notice to the Customer.





“Additional Corrective Maintenance”: in accordance with clause 4.5.2 and clause 5.1 of the Services Conditions: making any adjustments to the Maintained Equipment; and replacing any parts or components of the Maintained Equipment which are required to restore it to Good Working Order.

“Additional Hardware Maintenance Services”: any Additional Corrective Maintenance and/or any Excluded Maintenance performed by Stone in accordance with these Conditions.

“Affiliates”: each agent, employee, contractor or sub-contractor of a party or the party's Group.

“Applicable Law”: the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under the Contract.

“Business Day”: a day other than a Saturday, Sunday or public holiday in England.

“Change Procedure”: the procedure detailed in clause Error! Reference source not found..

“Charges”: the charges payable by the Customer to Stone, as set out in the Order Form.

“Stone Personnel”: Stone employees, directors and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of Stone in relation to the performance of its obligations under the applicable Contract. “Confidential Information”: information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.

“Configuration Services”: those configuration Services detailed in the Order Form, if any.

“Contract”: each contract (as defined in clause 2.2) between the Customer and Stone relating to one or more of the following: (i) the supply of Goods; (ii) the supply of Direct Services; (iii) the provision of Reseller Services; and/or (iv) the provision of Reseller Software.

“Consumable”: any Good which by virtue of its nature is expected to deteriorate in performance as a result of its normal everyday use by the Customer and which shall specifically include (without limitation) all batteries, AC adapters, keyboards and mice.

“Customer Content”: any data, documents, text, drawings, diagrams, images or sounds (together with any database made up of any of these), embodied in any medium, that are provided to Stone by or on behalf of the Customer, in order to perform its obligations pursuant to a Contract.

“Customer Materials”: any and all materials, other equipment (including cabling, network interfaces, power and power adapters) and software necessary for Stone to perform its obligations pursuant to a Contract, save to the extent the same is expressed to be supplied by Stone pursuant to the applicable Contract.

“Customer Obligations”: the obligations described in clause 3.

“Customer Personnel”: employees, directors and agents of the Customer, together with employees, directors and agents of any contractor undertaking activities on behalf of the Customer who are not Stone Personnel.





“Data Processing Particulars”: the following details, as provided in the Order: (i) the subject matter, duration, nature and purpose of the Processing; (ii) the type of Personal Data being Processed; and (iii) the categories of Data Subjects.

“Data Protection Legislation”: any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the DPA and the GDPR (to the extent it remains applicable) and any code of practice or guidance published by the Information Commissioner’s Office from time to time.

“Data Subject”: has the meaning set out in the Data Protection Legislation.

“Default”: any act or omission of a party, or failure by a party to perform a relevant obligation under a Contract.

“Delivery Location”: the relevant location identified in the Order Form (where applicable).

“Deliverables”: all software code, documents, products and materials in any form: (i) developed by Stone or its agents, contractors and employees; and/or (ii) licensed by Stone to the Customer and its Affiliates, as part of or in relation to the performance of its obligations under a Contract, including all Intellectual Property Rights as may be embodied therein. For the avoidance of doubt, Deliverables shall exclude any Reseller Software.

“Design Services”: those design Services detailed in the Order Form, if any.

“Direct Goods”: the Goods which are not described as Reseller Goods in the Order Form.

“Direct Services”: the services to be supplied directly by Stone to the Customer, consisting of one or more of the following: Configuration Services, Installation Services, Training Services, Managed Services, Maintenance Services and Recycling Services as set out in the Order Form.

“DPA”: the Data Protection Act 2018.

“Effective Date”: in respect of the supply of Goods, the provision of a particular Service or licence of Software, the Effective Date for the same specified in the Order Form, or if none is specified, the effective date for the applicable Contract, or if none is specified, the Start Date of the applicable Contract.

“Emergency Maintenance”: maintenance resulting from the identification of an issue requiring urgent resolution for reasons of safety, security, as mandated by Applicable Law or as Stone may otherwise determine using its own skill and judgment.

“End User Agreement”: in respect of:

(i) any Reseller Service, the end user agreement under which the Provider agrees to supply the Reseller Service to the Customer, referred to in the Order Form or required to be accepted by the Provider when accessing the Reseller Service online; and

(ii) Reseller Software, the end user agreement under which the Provider agrees to licence the Reseller Software to the Customer, referred to in the Order Form or required to be accepted by the Provider when downloading/using the Reseller Software.

(as varied from time to time by the Provider pursuant to the terms of such End User Agreement).

“Excluded Causes”: the excluded causes set out in the Order Form.





“Excluded Maintenance”: any Hardware Maintenance Services required to restore any malfunctioning or failed Maintained Equipment to Good Working Order to the extent the malfunction or failure results from or is caused by any of the Excluded Causes.

“Extended Support Service”: the support service more particularly described in the Order Form. “Group”: each and every entity that directly or indirectly controls, is controlled by, or is under common control with a party, for so long as such control exists. In the case of companies and corporations, control means beneficial ownership of more than 50% of the voting stock, shares, interest or equity in an entity; in the case of any other legal entity, “control” and “controlled” shall exist through the ability to directly or indirectly control the management and/or business of the legal entity.

“Force Majeure Event”: as defined in clause 15.

“GDPR”: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016, together with any implementation of the above into UK law. Any reference to “articles” are references to the GDPR.

“Gold Stock”: the goods set out in the Gold Stock Confirmation.

“Gold Stock Confirmation”: Stone’s written confirmation of the Gold Stock to be supplied to the Customer, if any.

“Goods”: the goods (or any Deliverables forming part of the provision of Services) set out in the Order Form (or any part of them) and, where applicable, Gold Stock.

“Goods Specification”: the specification for the applicable Goods, as set out (or referred to) in the Order Form (including in any applicable statement of work).

“Hardware Maintenance Services”: those hardware maintenance Services detailed in the Order Form, if any.

“Hardware Failure”: a fault suffered by any Good(s) other than one which has been caused by a deterioration in performance that in the reasonable opinion of Stone results from the normal everyday use of the Good(s).

“Harmful Code”: any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent any enforcement or governance authority with appropriate jurisdiction and/or any authorised user from accessing or using the Services as intended by the Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“Included Corrective Maintenance”: making any adjustments to the Maintained Equipment; and replacing any parts or components of the Maintained Equipment, required to restore the Maintained Equipment to Good Working Order, in accordance with clause 4.3 of the Services Conditions.

“Initial Licence Term”: in respect of any element of the Licensed Software, the initial term for such element where specified in the Order Form, otherwise the Initial Term.

“Initial Services Term”: in respect of any element of the Services, the initial term for such element where specified in the Order Form, otherwise the Initial Term.

“Initial Term” the period of time described as such in the Order Form.

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“Insolvency Event”: (a) the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the Customer; (d) the Customer is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; (g) a floating charge holder over the assets of the Customer becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

“Installation Services”: those installation Services described in clause 3 of the Services Conditions and detailed in the Order Form, if any.

“Intellectual Property Rights”: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Licensed Software”: any Reseller Software.

“Location”: the location for performance of the applicable Services set out in the Order Form (if any), or any other location agreed between the parties in writing from time to time.

“Managed Services”: those managed Services detailed in the Order Form, if any.

“Manufacturer Warranties”: as defined in clause 1.5.1 of the Goods Conditions.

“Maintenance Services: any Hardware Maintenance Services.

“Maintained Equipment”: the equipment specified as such in the Order Form.

“Minimum Spend” the minimum spend detailed in the Order Form either: (i) across all Services provided by Stone; or (ii) with respect to the specific Services to which a minimum spend applies, as stated in the Order Form.

“Monitor”: a display screen used to provide visual output from a computer.

“Order”: Customer's agreement to the terms of an Order Form, which may include a communication from the Customer to Stone agreeing to the terms of the Order Form. For the avoidance of doubt, progressing an online order from ‘Your Basket’ to payment shall constitute Customer's agreement to the terms of an Order Form for purposes of these Conditions.





“Order Acceptance”: Stone’s acceptance of an Order, which shall consist of a communication from Stone to the Customer expressly accepting the Order.

“Order Form”: Stone’s written quotation, including order forms on Stone’s website, relating to one or more of the following: (i) the supply of Goods; (ii) the supply of Direct Services; (iii) the provision of Reseller Services; and/or (iv) the provision of Reseller Software. For the avoidance of doubt, a summary of products and/or services presented on a website page titled ‘Your Basket or similar shall constitute an Order Form for purposes of these Conditions.

“Period”: the period of time for which Stone has agreed to provide to the Customer a Support Package (“Main Period”) provided however that in relation to any Good (or any component part of a Good) which is repaired or replaced pursuant to the provisions of clause 3 of the Goods Conditions that period shall in respect of that Good (or component part of the Good) be twelve months from the date of repair or replacement or, if shorter, the unexpired portion of the Main Period as at the date of repair or replacement.

“Permitted Purpose”: the purpose of the Data Processing as set out in more detail in the Data Processing Particulars.

“Personal Data Breach”: has the meaning set out in the GDPR.

“Planned Maintenance”: maintenance intended to resolve or prevent minor issues, improve performance, make enhancements or implement configuration changes.

“Preventative Maintenance”: testing that the Maintained Equipment is functional; and making any adjustments as may be required to ensure the Maintained Equipment remains in Good Working Order, as more particularly described in the Order Form.

“Provider”: the third party provider of the applicable Reseller Services or Reseller Software, as detailed in the Order Form.

“Refurbished Goods”: the Goods which are stated in the Order Form to be refurbished (or any part of them).

“Renewal Period” the period described as such in clause 12.1.

“Reseller Goods”: the Goods which are described as Reseller Goods in the Order Form.

“Reseller Software”: the software to be provided by the applicable Provider pursuant to the applicable End User Agreement, as set out in the Order Form.

“Reseller Services”: any Services to be provided by the applicable Provider pursuant to the applicable End User Agreement, as set out in the Order Form.

“RMA Number”: a returned materials authorisation number issued by Stone in respect of any Goods or Services.

“Support Package”: the support package to be provided in respect of the Goods and agreed to by Stone and the Customer and pursuant to which Stone is required to undertake in connection with the Goods the obligations set out in clause 3 of the Goods Conditions. For the avoidance of doubt support may be provided via telephone, on site or as return to base service.

“Scheduled Maintenance Hours”: the time periods set out in the Order Form for the performance of any maintenance (other than Emergency Maintenance).





“Security Requirements”: the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR) as applicable.

“Service Credits”: in respect of a Service to be provided by Stone, the sums attributable to a failure of the Service Levels (if any), as set out in the Order Form or added by a change pursuant to clause 18.2.

“Service Credit Limit”: in respect of a Service to be provided by Stone pursuant to a Contract, the limit on the accrual of Service Credits (if any), as set out in the Order Form or added by a change pursuant to clause 18.2.

“Service Levels”: in respect of a Service to be provided by Stone pursuant to a contract, the service levels for the applicable Services (if any), as set out in the Order Form or added by a change pursuant to clause 18.2.

“Services”: together, the Direct Services and the Reseller Services.

“Services Specification”: in respect of the Direct Services, the specification for the same as set out (or referred to) in the Order Form (including in any applicable statement of work); and in respect of Reseller Services, the specification from the same determined by the applicable Provider.

“Service Term”: the term for the provision of the applicable Services (or where different elements of the Services are to be provided for differing terms, the term for that element), as set out in the Order Form.

“Sourcing Issue”: an inability on the part of Stone to source particular materials or resources (including Stone Personnel) on terms similar or identical to those available at the Effective Date (including due to exchange rate fluctuations, increases in taxes or duties or a change in Applicable Law).

“Standard Rates”: Stone’s standard rates for the Direct Services as made available by Stone from time to time.

“Standard Support Service”: the support service more particularly described in the Order Form.

“Start Date”: as defined in clause 2.2.

“Subject Access Request”: an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation.

“Term” the period described as such in clause 12.1.

“Training Services”: those training Services detailed in the Order Form, if any.

“Transition Assistance”: as defined in clause 7.16 of the Supply Conditions.

“Warranty Package”: such additional warranty terms (if any) as Stone and the Customer may agree in writing to apply in

relation to the Goods and/or Services to provided pursuant to the Order.

“Warranty Period”: as defined in clause 1.5.1 of the Goods Conditions.

“Working Hours”: the time from 09:00 to 16:00 on each Business Day.





“Year”: the period of 12 calendar months from the applicable Effective Date and each 12 calendar month period thereafter.

2. BASIS OF CONTRACT

2.1. Each Order Form provided to the Customer constitutes an invitation to treat by Stone.

2.2. Each Order constitutes an offer by the Customer to purchase the Goods and/or Services and/or Licensed Software. Following receipt of an Order, Stone shall at its option submit an Order Acknowledgement to the Customer, which shall form a contract subject to the terms of the applicable Order Form and these Conditions (“Contract”). Should the Order (or any other correspondence from the Customer) contradict in any way the Order Form or any of these Conditions (“Contradictory Terms”), such Contradictory Terms shall not be incorporated unless and to the extent that a revised Order Form is issued incorporating any of the Contradictory Terms. A Contract shall come into existence immediately following the sending of an Order Acknowledgement to the Customer unless a later start date is specified in the Contract (“Start Date”).

2.3. After the Start Date, a Contract may not be terminated except in accordance with its terms.

2.4. Unless expressly stated to the contrary in the relevant Order Form (or otherwise agreed in writing by Stone), each Order Form is only valid for 30 days from its date of issue.

2.5. If there is an inconsistency between any of the provisions of a Contract, the following descending order of priority shall apply: (i) the Order Form itself; and then (ii) these Conditions.

2.6. Each party warrants that: (i) it has full capacity to enter into and perform its obligations under a Contract; and (ii) each Contract is executed by a duly authorised representative of that party.

2.7. The warranties set out at clause 2.6 above are deemed to be repeated by each party in respect of a Contract on the applicable Start Date for the same.

2.8. In consideration for the payment of the Charges, Stone will supply the Goods, provide the Services and/or grant access to any Licensed Software (as appropriate) in accordance with the Contract, from the applicable Effective Date.

3. CUSTOMER OBLIGATIONS

3.1. The Customer shall:

3.1.1. provide all necessary co-operation reasonably required in relation to a Contract;

3.1.2. provide such assistance from the Customer Personnel as may be reasonably requested by Stone from time to time;

3.1.3. ensure that the terms of each Contract (including any specification) are complete and accurate;

3.1.4. respond promptly to any request for a decision, guidance, information or instruction which Stone may submit in relation to a Contract from time to time;

3.1.5. not to do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of Stone;

3.1.6. comply with the Acceptable Use Policies (if any);



3.1.7. only use the Services for lawful purposes and shall not use the Services: (i) in any way that breaches any Applicable Law; (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) for the purpose of harming or attempting to harm minors in any way; (iv) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in clause 3.2; (v) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (vi) to knowingly transmit any data, send or upload any material that contains Harmful Code; and (vii) to (or to attempt to) probe, scan, penetrate or test the vulnerability of any systems or networks of Stone or to breach any of Stone's security or authentication measures, whether by passive or intrusive techniques, without Stone's prior written consent;

3.1.8. comply with any and all obligations set out in the Order Form, including the applicable Goods Specification/Services Specification;

3.1.9. ensure that there are in place all necessary consents, licences and permissions required to permit Stone to access and use all the Customer Content and Customer Materials and any other items as may be appropriate in connection with each and every Contract;

3.1.10. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Stone's data centres (or, where appropriate, the third-party portal through which Stone provides Services to the Customer);

3.1.11. Comply with the following security obligations relating to its account for Stone's website (together the "Account Security Obligations"):

3.1.11.1. ensure that all persons who access the Customer's account are aware of and comply with these Conditions;

3.1.11.2. keep its account details for Stone's website safe and treat any user identification code, password or any other piece of information pertaining to Stone's security procedures (the "Customer's Security Information") as confidential;

3.1.11.3. promptly notify Stone upon becoming aware or suspecting that any third party knows the Customer's Security Information;

3.1.11.4. undertake that all details it provides to Stone for the purpose of purchasing Goods or Services from Stone's website are correct;

3.1.11.5. accept full liability for orders placed from the Customer's account using the Customer's Security Information; and

3.1.11.6. undertake that the credit or debit card used to make a purchase from Stone's website is the Customer's (including its company card), that the Customer is authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of the Goods and/or Services. Stone reserve the right to obtain validation of the Customer's credit or debit card details before providing any Goods or Services.

3.2, Stone reserve the right to disable the Customer's account and the Customer's Security Information at any time if in Stone's reasonable opinion the Customer has failed to comply with any of the Account Security Obligations.

3.3, The content standards are as follows.

3.3.1. Content must: (i) be accurate (where they state facts); (ii) be genuinely held (where they state opinions); and (iii) comply with Applicable Law.



3.3.2 Content must not: (i) contain any material which is defamatory of any person, obscene, offensive, hateful or otherwise inflammatory; (ii) promote sexually explicit material; (iii) promote violence; (iv) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (v) be used to impersonate any person, or to misrepresent your identity or affiliation with any person; (vi) infringe the copyright, database right or trade mark of any other person; (vii) give the impression that they emanate from Stone, if this is not the case; or (viii) advocate, promote or assist any unlawful act.

4. CHARGES

4.1. The price for Goods, Services and licences of the Reseller Software is the price set out in the Order Form. Where no price is quoted, it shall be:

4.1.1. the price set out in Stone's published price list as at the date of delivery of the relevant Goods or the Start Date for performance of the relevant Services; or

4.1.2. where applicable in respect of Services, on a time and materials basis in accordance with the Standard Rates.

4.2. Where the Order Form specifies a Minimum Spend with respect to the Goods or Services (or any part of them), Stone may invoice the Customer for no less than the relevant Minimum Spend.

4.3. If it is reasonably apparent that any of the pricing in the Order Form is incorrect ("Obvious Pricing Error"), the Customer must notify Stone of the same. When Stone becomes aware of an Obvious Pricing Error, it shall promptly notify the Customer of the error together with the correct price ("Correct Price"). Following notification of the Correct Price, such price shall apply in place of the Obvious Pricing Error. If the Customer objects to the Correct Price, it may terminate the relevant Contract on written notice to Stone.

4.4. Where a failure of the Customer to comply with its obligations in the Contract (including those set out in these terms and conditions as well as the Order Form) results in additional costs for Stone and/or wasted time, Stone may charge the Customer for the same on a time and materials basis. In order to calculate the same, Stone's Standard Rates shall apply unless other rates are specified in the Order Form.

4.5. Unless otherwise specified to the contrary in the applicable Order Form, Stone will invoice the Customer as described in the table below:

Goods	On despatch
Design Services	Initial deposit on Contract formation. Then monthly in arrears
Configuration Services	Initial deposit on Contract formation. Then monthly in arrears
Installation Services	Initial deposit on Contract formation. Then monthly in arrears
Hardware Maintenance Services	Monthly in advance





Additional Hardware Maintenance Services:	50% upon Contract formation. Then monthly in arrears
Set-up Services	Initial deposit on Contract formation. Then monthly in arrears
Managed Services	Monthly in advance
Transition Assistance	Initial deposit on termination. The weekly in arrears
Recycling Services	Monthly in arrears
Reseller Services	Monthly in advance
Reseller Software	On issue of licence key
Training Services	Monthly in advance

4.6. If Goods have not been delivered or Services performed as a result of the acts or omissions of the Customer, Stone may invoice the same on the date upon which delivery/performance was attempted.

4.7. The Customer shall pay each invoice which is properly due and submitted to it by Stone within 30 days of invoice date (save in respect of charges for the provision of Transition Assistance, which shall be paid within 5 days of invoice date), to a bank account nominated in writing by Stone. If Stone has not received a payment which is validly due within such period, and without prejudice to any other rights and remedies it may have (but subject to any Applicable Law in force at the time which restrict or exclude the same):

4.7.1. Stone may charge interest on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank PLC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. Such interest shall accrue on a daily basis and be compounded quarterly; and

4.7.2. Stone may charge an administrative fee determined according to the value of the payment not received, calculated as follows:

Value of payment not received	Administrative fee
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

4.8. All Charges stated or referred to in a Contract are exclusive of:

4.8.1. value added tax or other sales taxes, which shall be added to Stone's invoice(s) at the appropriate rate; and





4.8.2. all packing, insurance and transport costs, which shall be paid by the Customer (unless the same is expressly stated to be included within the price in the Order Form).

4.9. Stone may, without limiting its other rights or remedies, set off any amount owing to it by the Customer or any Affiliate against any amount payable by Stone to the Customer.

5. RESELLER SOFTWARE

5.1. The terms of this clause 5 apply where the Customer orders Reseller Software from Stone.

5.2. The Customer acknowledges and agrees that:

5.2.1. Stone is an agent of the Provider of the Reseller Software;

5.2.2. Stone is not providing the Reseller Software to the Customer;

5.2.3. it shall be licensed to use the Reseller Software only as specified in the End User Agreement. For the avoidance of doubt, no licence is granted by Stone.

5.3. At the Customer's request (and expense) Stone shall use its reasonable endeavours to assist the Customer when it interacts with the Provider and in particular, shall (at the Customer's cost and expense) assist the Customer to enforce the terms of the End User Agreement.

5.4. Software cannot be returned for credit if any seals have been broken or if the Customer has entered into an End User Agreement. If Software is supplied on faulty media, the Provider of the Software will replace the media. This clause does not affect the rights of a Consumer which are set out in the Consumer Conditions.

6. INTELLECTUAL PROPERTY

6.1 Stone warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Customer pursuant to a Contract. The Customer warrants to Stone that Stone's possession and use in accordance with this agreement of any materials (including third-party materials supplied by the Customer to Stone) shall not cause Stone to infringe the rights, including any Intellectual Property Rights, of any third party.

6.2 The Customer acknowledges and agrees that:

6.2.1. Stone and/or its licensors own all Intellectual Property Rights in the Direct Services and the Goods; and

6.2.2. the applicable Provider and/or its licensors own all Intellectual Property Rights in the Reseller Services and the Reseller Software.

6.3 Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Goods, Services, Reseller Software or any related documentation.





6.4 Stone acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Content. Except as expressly stated herein or as is necessary to perform Stone's obligations under a Contract, these Conditions do not grant Stone any Intellectual Property Rights or any other rights or licences to or in respect of any Customer Content.

6.5 Nothing in these Conditions shall be construed so as to prevent Stone from using in the furtherance of its own business general know-how or expertise gained in its performance of a Contract, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of clause 7 or infringement of any Intellectual Property Rights.

7. CONFIDENTIALITY

7.1 Each party may be given access to Confidential Information from the other party, any member of its Group or any of its Affiliates in order to perform its obligations under a Contract. A party's Confidential Information shall not include information that:

7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

7.1.2. was in the other party's lawful possession before the disclosure;

7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2 Subject to clause 7.4 below, each party shall hold the other's Confidential Information (including any such information originating from any of its Affiliates or any other member of its Group) 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 performance of its obligations under a Contract.

7.3 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 these Conditions, save to other members of its Group, its Affiliates, or its professional advisors.

7.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party.

7.6 Stone acknowledges that the Customer Data is the Confidential Information of the Customer.

7.7 Stone may publicise its involvement with the Customer for its own marketing purposes, and any such publication shall not constitute an unlawful disclosure of Confidential Information for the purposes of this clause 7.

7.8 The Customer acknowledges and agrees that Stone may record calls for training and quality improvement purposes and to assist Stone to perform and manage any contract which it enters into with the Customer. The





Customer shall procure that each member of its staff, agents, sub-contractors and other representatives consent to such recording when contacting Stone in relation to the Goods and/or Services. This creates a primary obligation on the Customer and not a secondary guarantee.

8. DATA PROTECTION ARRANGEMENTS

8.1 The parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation. However, the parties anticipate that the Customer shall act as a Controller and Stone shall act as a Processor and in any such case:

8.1.1. Stone shall be a Controller where it is collecting and using Personal Data in relation to the management of its Customer accounts; and

8.1.2. Stone shall be a Processor where it is Processing Personal Data in relation to the Data Processing Particulars in connection with performing its obligations under a Contract.

8.2 Stone shall comply with, and shall procure that any Affiliates comply with, the provisions of the Data Protection Legislation in relation to all Personal Data that is Processed by it in connection with a Contract. Any Affiliate acting as a sub-processor on behalf of Stone shall be engaged under a written contract containing materially the same obligations as those to which Stone is subject under these Conditions. Stone shall remain fully liable to the Data Controller for a sub-processor's performance of its data protection obligations.

8.3. Stone shall be permitted to appoint sub-contractors, and to disclose Personal Data to them for Processing in accordance with the relevant Contract, provided always that the sub-contractor's right to Process the Personal Data terminates automatically on expiry or termination (for whatever reason) of the relevant Contract for which the sub-contractor was engaged.

9. DATA PROCESSING OBLIGATIONS

9.1. To the extent that Stone is acting as a Processor for and on behalf of the Customer, it shall:

9.1.1. Process Personal Data for and on behalf of the Customer for the purposes of performing its obligations under a Contract, and only in accordance with the terms of that Contract and any documented instructions from the Customer;

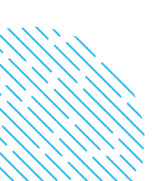
9.1.2. notify the Customer immediately (and in any event within 24 hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that any of the Customer's written instructions infringe the Data Protection Legislation;

9.1.3. implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the Customer by the Security Requirements;

9.1.4. take all reasonable steps to ensure the reliability and integrity of any Stone Personnel who shall have access to the Personal Data;

9.1.5. ensure that access to the Personal Data is restricted to only those members of Stone Personnel who require it in order to discharge Stone's obligations under a Contract;

9.1.6. make available to the Customer on request such information that is in its possession or control as is necessary to demonstrate compliance with the obligations under this clause 9 and Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer (or another auditor mandated by the Customer);





9.1.7. notify the Customer promptly (and in any event within 2 Business Days) following its receipt of any Subject Access Request or correspondence from the UK Information Commissioner's Office or any other European data protection authority, and together with such notices, shall provide a copy of such Subject Access Request or correspondence and reasonable details of the circumstances giving rise to it;

9.1.8. at the Customer's reasonable cost, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, in the fulfilment by the Customer of its obligation to respond to requests from Data Subjects exercising their rights under Chapter III of the GDPR; and

9.1.9. with respect to a Subject Access Request, not disclose any Personal Data in response without the express written authorisation of the Customer.

9.2. Where Stone becomes aware (or reasonably should have become aware) of an actual or suspected Personal Data Breach, it shall:

9.2.1. notify the Customer as soon as is practicable, but in any event within 48 hours, including details of how the breach occurred and what Personal Data may have been compromised:

9.2.2. implement any measures necessary to restore the security of compromised Personal Data; and

9.2.3. assist the Customer to make any notifications to the UK Information Commissioner's Office and affected Data Subjects.

9.3. Except to the extent required by Applicable Law, upon the termination of a Contract for any reason, or earlier if instructed in writing by the Customer to do so, Stone shall cease Processing all Personal Data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Customer) all Personal Data and all copies in its possession or control (and it shall provide the Customer with a certificate signed by a duly authorised representative confirming it has done so). Where the Customer makes any such request prior to the termination of a Contract, and it serves to hinder or prevent Stone's obligations thereunder, the Contract shall continue despite such reduced performance, and the Charges which have been paid or which will become payable shall not be affected thereby.

10. FREEDOM OF INFORMATION ACT

10.1. If the Customer receives a request under the Freedom of Information Act 2000 ("FOIA") or any similar legislation which may require the disclosure by it of any information it holds relating to Stone (whether or not such information is Confidential Information), the Customer will immediately notify Stone of:

10.1.1. the request;

10.1.2. the Customer's opinion as to whether or not any information relating to Stone might be disclosed;

10.1.3. whether (and, if so, when) the Customer intends to make the disclosure. If the Customer does not initially intend to make the disclosure, but later changes its mind, the Customer shall immediately notify Stone.

10.2. The Customer agrees that it will not disclose any information relating to or provided by Stone where one of the exemptions to the obligations to provide information under FOIA (or any similar legislation) applies.

10.3. The Customer will provide Stone with at least 10 Business Days' written notice that it intends to disclose any information, prior to disclosing any information under FOIA (or any similar legislation).





10.4. The Customer agrees to keep Stone informed as to the progression of any request to which this clause 10 relates.

10.5. If the Customer requires Stone's assistance in dealing with a request the Customer may receive under FOIA or any similar legislation, the Customer agrees to pay Stone its reasonable costs incurred in assisting the Customer, including payment for both personnel time spent in providing the assistance and any disbursements and expenses Stone incurs.

11. LIMITATION OF LIABILITY

11.1. All representations or warranties (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are hereby excluded. In particular, but without prejudice to the generality of the foregoing, Stone makes no representation or gives any warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness of the Goods, Services or Licensed Software for any purpose, whether or not such purpose is disclosed to Stone.

11.2. The following provisions set out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:

11.2.1. any breach of these Conditions howsoever arising; and

11.2.2. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with a Contract.

11.3. Nothing in these Conditions shall limit or exclude Stone's or the Customer's liability for:

11.3.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

11.3.2. fraud or fraudulent misrepresentation; and

11.3.3. any other liability which cannot be limited or excluded by Applicable Law.

11.4 In the event of a Default by Stone, Stone's liability in respect of loss or damage to tangible property of the Customer shall not exceed £100,000.

11.5. Subject to clauses 11.3 and 11.4, Stone's liability in respect of loss or damage under a Contract in any 12 month period shall not exceed the lower of:

11.5.1. a sum equal to the total Charges paid and payable to Stone by the Customer under such Contract during the period of 12 months immediately prior to the event giving rise to the claim, or

11.5.2. £100,000, however that liability arises including breach of contract, tort, misrepresentation or breach of statutory duty.

11.6. Subject to clause 11.3, in no event will Stone be liable to the Customer (whether in contract, tort, negligence or otherwise):

11.6.1. for the Reseller Services or the Reseller Software beyond compliance with clause 8.3 of the Services Conditions and clause 5.3 above respectively;





11.6.2. for any loss whatsoever (including loss of data or losses arising from breach of confidentiality) resulting from the performance of the Recycling Services, provided such services have been performed materially in accordance with the Services Specification;

11.6.3. for any damage caused by errors or omissions in any information, instructions or scripts provided to Stone by the Customer in connection with the Managed Services, or any actions taken by Stone at the Customer's direction;

11.6.4. for any loss not flowing directly and naturally in the ordinary course of events from its own act or omission;

11.6.5. for any loss of profit, revenue, use, anticipated savings, data, goodwill or opportunity or damage to reputation;

11.6.6. for any indirect, special or consequential loss or damage;

11.6.7. to the extent that any delay in performing or failure to perform Stone's obligations is due to a failure by the Customer to perform its own obligations under a Contract or if delay results from a failure by the Customer to comply with reasonable requests by Stone for instructions, information or action required by it to perform its obligations within a reasonable time; or

11.6.8. for the consequences of any acts or omissions of the Customer or the Customer Personnel.

11.7 The limitations in these Conditions are necessary in order to allow Stone to provide the Goods and/or the Services at its current prices. If the Customer requires greater protection then Stone may agree to modify the limitations on its liability in return for the payment of a higher price for the Goods and/or Services.

11.8 The Customer shall give Stone a reasonable opportunity to remedy any matter for which Stone is liable before the Customer incurs any liability in remedying the matter itself. If the Customer does not do so, Stone shall have no liability to the Customer in relation to such matter.

11.9. The Customer shall produce to Stone written evidence of any claims for which it is alleged that Stone has liability together with written details of how that liability was caused by Stone and the steps the Customer has taken to mitigate the liability before Stone shall have any liability for the claim by the Customer.

11.10. The Customer shall be under a duty to mitigate any liability that it may suffer.

12. TERM AND TERMINATION

12.1. Each Contract shall commence on the Effective Date and continue for the duration stated in the relevant Order (or until the delivery of Goods/performance of Services has been completed) (the "Initial Term") unless terminated in accordance with its terms.

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

12.2.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;

12.2.2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if remediable) fails to remedy it within a period of 10 Business Days after being notified in writing to do so (this clause 12.2.2 only applies if Service Credits are not applicable); or





12.2.3. the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms under the Contract.

12.3 Without prejudicing any other right or remedy available to it, Stone may terminate any Contract should an Insolvency Event occur.

12.4 Without prejudicing any other right or remedy available to it, Stone may terminate any Contract with immediate effect by giving written notice to the Customer if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.5 Without prejudicing any right to terminate which Stone may have, Stone will be entitled to suspend any Services without notice if:

12.5.1. there is a Default on the part of the Customer; or

12.5.2. any of the events set out in clauses 12.2, 12.3 or 12.5 occur in relation to the Customer.

12.6 Stone may rely on the suspension to relieve it from the performance of any of its obligations in each case to the extent the suspension prevents or delays the performance by Stone of any of its obligations and Stone shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from any failure or delay by Stone to perform any of its obligations as set out in this clause. Stone shall during the period of any suspension be entitled to refuse to release any IP Address used by the Customer allocated by Stone.

12.7 Where Stone acquires the right to terminate or suspend Services under a Contract pursuant to this clause 12, such right shall extend to any other Contracts concluded between the parties incorporating these Conditions, whether prior or subsequent to the Contract under which the right of termination or suspension has arisen.

12.8 The Customer may terminate the Contract immediately if there is an Obvious Pricing Error as detailed in Clause

13. CONSEQUENCES OF TERMINATION

13.1. On termination for any reason:

13.1.1. all rights granted to the Customer under the Contract shall cease;

13.1.2. for the avoidance of doubt, all rights granted to the Customer under any End-User Agreement shall continue in accordance with the terms of that agreement;

13.1.3. the Customer shall cease all activities authorised by the Contract; and

13.1.4. the Customer shall immediately pay any sums due to Stone (including sums on a time and materials basis for any work in progress) without set off or deduction.

13.2. Subject to Stone's obligations with respect to any other Contract which remains in force:

13.2.1. 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; and





13.2.2. provided all sums due to Stone's Group from Customer's Group have been paid, Stone shall make available to the Customer via Stone's FTP site a copy of all Customer Data in a commonly-readable electronic format for a period of no more than 6 days following termination. After such period, Stone may permanently delete all Customer Data residing on its systems.

14. ASSIGNMENT

14.1. The Customer may not freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under a Contract without the consent of Stone, such consent not to be unreasonably withheld or delayed.

14.2. Stone may freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under a Contract without the prior written consent of the Customer.

14.3. The Customer agrees that it shall co-operate and undertake all matters at Stone's cost and expense that are necessary to novate or assign any Contract or any parts thereof to any third party when requested to do so by the Customer.

15. FORCE MAJEURE

15.1. Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations under that Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes; lock-outs or other industrial disputes (except with respect to that party's own employees); acts of God; war; riot; civil commotion; compliance with any law or governmental order, rule, regulation or direction; accident; fire, flood, or storm (a "Force Majeure Event"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 2 months, the party not affected may terminate the relevant contract (together with any other Contract between the parties) by giving 10 Business Days' written notice to the other party.

16. NOTICES

16.1. A notice given pursuant to the Contract shall be in writing, addressed to the place of business of the relevant party, directed to the named individuals given in the Order Form (if any) and shall be: (i) delivered personally; (ii) sent by e-mail; or (iii) sent by pre-paid special delivery.

16.2. A notice is deemed to have been received:

16.2.1. if delivered personally, at the time of delivery;

16.2.2. in the case of e-mail, at the time of transmission, provided a delivery notification is obtained evidencing delivery of the email; and

16.2.3. in the case of special delivery, the date on which delivery takes place, as evidenced by the acknowledgement from the Royal Mail, provided that, if receipt is not within Working Hours on a Business Day, delivery shall be deemed to be when business next starts in the place of receipt.

17. DISPUTE RESOLUTION

17.1. If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of a Contract (a "Dispute") then the parties shall follow the procedure set out in this clause 17:





17.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and

17.1.2. if the parties are for any reason unable to resolve the Dispute within 20 Business Days from service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an "ADR Notice") to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR Notice.

17.2. If the Dispute is not resolved within 1 month of the mediators appointment, then either party may commence Court proceedings, but provided that nothing in this clause 17.2 shall prevent either party from either continuing with any means of alternative dispute resolution as may be agreed in writing from time to time, or seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

18. GENERAL

18.1. A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

18.2. Variations:

18.2.1. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Stone.

18.2.2. If either party wishes to change the scope of the Managed Services (including Customer requests for additional services), it shall submit details of the requested change to the other party in writing. If the other party consents to the proposed change(s) (such consent not to be unreasonably withheld or delayed) the parties shall agree the necessary variations in writing.

18.2.3. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or Default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.3. The construction, validity and performance of each Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

18.4. No delay or omission by the Customer in exercising any of its rights or remedies under a Contract or under any Applicable Law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

18.5. In the event that any provision of a Contract shall be void or unenforceable by reason of any provision of Applicable Law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of the Contract so far as possible.





18.6. Nothing in a Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.7. Each party undertakes to the other that it will not, and will procure that its employees will not, in the course of performing its obligations under a Contract, knowingly engage in any activity which would constitute a breach of the Bribery Act 2010 and that it has in place a compliance programme designed to ensure compliance with the terms of the Bribery Act 2010 and has and will maintain in place, adequate procedures designed to prevent any of its third party contractors or sub-contractors from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

18.8. The Customer shall not, without the prior written consent of Stone, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of the Services solicit or entice away from Stone or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or sub-contractor of Stone in the provision of the Services.

