

TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

- 1.1.1 **"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- 1.1.2 **"Charges"** means the charges payable by Client for the supply of the Services in accordance with clause 5;
- 1.1.3 **"Commencement Date"** means has the meaning set out in clause 2.2;
- 1.1.4 **"Conditions"** means these terms and conditions as amended from time to time in accordance with clause 14.1;
- 1.1.5 **"Contract"** means the contract between IS Online and Client for the supply of Services in accordance with these Conditions;
- 1.1.6 **"Client"** means the person or firm who purchases Services from IS Online;
- 1.1.7 **"Deliverables"** means the deliverables (if any) set out in the Order to be delivered to Client by IS Online;
- 1.1.8 **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.9 **"Order"** means Client's order for Services as set out in Client's written acceptance of a quotation by IS Online;
- 1.1.10 **"Services"** means the services, including the Deliverables, supplied by IS Online to Client as set out in the Specification;
- 1.1.11 **"Specification"** means the description or specification of the Services provided in writing by IS Online to Client;
- 1.1.12 **"IS Online"** means IS Online Limited a company incorporated under the laws of England (Company No. 03296311), with its registered office at 38 Market Street, Ely, Cambridgeshire, CB7 4LS, United Kingdom;
- 1.1.13 **"IS Online Materials"** has the meaning set out in clause 4.1.7;
- 1.2 In these Conditions, the following rules apply:
 - 1.2.1 a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 1.2.2 a reference to a party includes its successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to "**writing**" or "**written**" includes faxes and emails.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by Client to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when IS Online issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 The Contract constitutes the entire agreement between the parties. Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of IS Online which is not set out in the Contract.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by IS Online shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3 SUPPLY OF SERVICES

- 3.1 IS Online shall supply the Services to Client in accordance with the Specification in all material respects.
- 3.2 IS Online shall use all reasonable endeavours to meet any performance dates specified in the accepted Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 IS Online shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and IS Online shall notify Client in any such event.
- 3.4 IS Online warrants to Client that the Services will be provided using reasonable care and skill by suitably qualified individuals to be nominated by IS Online at its discretion.

4 CLIENT'S OBLIGATIONS

- 4.1 Client shall:

- 4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- 4.1.2 co-operate with IS Online in all matters relating to the Services;
- 4.1.3 provide IS Online, its employees, agents, consultants and subcontractors, with access to Client's premises, office accommodation and other facilities as reasonably required by IS Online;
- 4.1.4 provide IS Online with such information and materials as IS Online may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- 4.1.5 prepare Client's premises for the supply of the Services;
- 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start and/or from time to time during the performance of the Services. In particular, Client shall ensure that any advice or recommendations of IS Online that are chosen to be adopted by Client are properly ratified by Client's board of directors in order to ensure that neither IS Online, nor any individual nominated by IS Online to perform the Services, is at risk of being held to be a shadow director of Client; and
- 4.1.7 keep and maintain all materials, equipment, documents and other property of IS Online ("**IS Online Materials**") at Client's premises in safe custody at its own risk, maintain IS Online Materials in good condition until returned to IS Online, and not dispose of or use IS Online Materials other than in accordance with IS Online's written instructions or authorisation.
- 4.2 If IS Online's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by Client or failure by Client to perform any relevant obligation ("**Client Default**"):
 - 4.2.1 IS Online shall without limiting its other rights or remedies have the right to suspend performance of the Services until Client remedies Client Default, and to rely on Client Default to relieve it from the performance of any of its obligations to the extent Client Default prevents or delays IS Online's performance of any of its obligations;
 - 4.2.2 IS Online shall not be liable for any costs or losses sustained or incurred by Client arising directly or indirectly from IS Online's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3 Client shall reimburse IS Online on written demand for any costs or losses sustained or incurred by IS Online arising directly or indirectly from Client Default.

5 CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be on a time and materials basis:
 - 5.1.1 the Charges shall be calculated in accordance with IS Online's standard daily fee rates, as set out in the accepted Order;

- 5.1.2 IS Online's standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 08:00 to 17:00 or part thereof worked on Business Days;
- 5.1.3 IS Online shall be entitled to charge Client for any expenses reasonably incurred by the individuals whom IS Online engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by IS Online for the performance of the Services, and for the cost of any materials.
- 5.2 IS Online shall invoice Client monthly in arrears.
- 5.3 Client shall pay each invoice submitted by IS Online:
- 5.3.1 within 14 days of the date of the invoice; and
- 5.3.2 in full and in cleared funds to a bank account nominated in writing by IS Online, and time for payment shall be of the essence of the Contract.
- 5.4 All amounts payable by Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by IS Online to Client, Client shall, on receipt of a valid VAT invoice from IS Online, pay to IS Online such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.5 Without limiting any other right or remedy of IS Online, if Client fails to make any payment due to IS Online under the Contract by the due date for payment ("**Due Date**"), IS Online shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current base rate of Barclays Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.6 Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and Client shall not be entitled to assert any credit, set-off or counterclaim against IS Online in order to justify withholding payment of any such amount in whole or in part. IS Online may, without limiting its other rights or remedies, set off any amount owing to it by Client against any amount payable by IS Online to Client.
- 5.7 For the avoidance of doubt, IS Online is responsible for the fulfilment of all corporation tax, income tax, PAYE and NIC obligations in relation to IS Online and all individuals nominated by IS Online to perform the Services.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by IS Online. Subject to payment in full of the Charges, IS Online hereby grants to Client a perpetual, non-exclusive, worldwide licence, without any right to grant sub-licences, to use the results of the Services and the Deliverables and the Intellectual Property Rights therein solely within Client's business.

6.2 Client acknowledges that, in respect of any third party Intellectual Property Rights, Client's use of any such Intellectual Property Rights is conditional on IS Online obtaining a written licence from the relevant licensor on such terms as will entitle IS Online to license such rights to Client.

6.3 All IS Online Materials are the exclusive property of IS Online.

7 CLIENT DATA

7.1 For the purposes of this clause 7, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Applicable Data Protection Legislation.

7.2 Both Parties will comply with all applicable requirements of Applicable Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Legislation.

7.3 The Parties have determined that, for the purposes of Applicable Data Protection Legislation, IS Online shall process the personal data set out in Appendix 1 (Data Protection Particulars) as a processor on behalf of the Customer (Data Protection Particulars).

7.4 Without prejudice to the generality of clause 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to IS Online for the duration and purposes of this Agreement.

7.5 In relation to the Customer Personal Data, the Data Protection Particulars will include information about the scope, nature and purpose of processing by IS Online, the duration of the processing and the types of personal data and categories of data subject.

7.6 Without prejudice to the generality of clause 7.2 IS Online shall, in relation to Customer Personal Data:

7.6.1 process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process that Personal Data for the purpose as set out in the Data Protection Particulars;

7.6.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;

7.6.3 ensure that any personnel engaged and authorised by IS Online to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

7.6.4 assist the Customer insofar as is possible (taking into account the nature of the processing and the information available to IS Online), in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or

regulators and at the Customer's cost, except to the extent that the same has been caused by IS Online, in which case this shall be at IS Online's cost;

- 7.6.5 notify the Customer without undue delay, and where possible within 24 hours or as soon as possible thereafter of becoming aware of a personal data breach involving the Customer Personal Data;
- 7.6.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of this Agreement unless IS Online is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 7.6.6 Customer Personal Data shall be considered deleted where it is put beyond further use by IS Online; and
- 7.6.7 maintain records to demonstrate its compliance with this clause 7 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.
- 7.7 The Customer hereby provides its prior, general authorisation for IS Online to:
 - 7.7.1 appoint processors to process the Customer Personal Data, provided that IS Online:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Legislation, and are consistent with the obligations imposed on IS Online in this clause 7;
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of IS Online; and
 - (c) shall inform the Customer of any intended changes concerning the addition or replacement of processors, thereby giving the Customer the opportunity to object to such changes (which it must do promptly following notification of the intended change and in any event within 14 days of such notification) on the basis only that it has reasonable cause to believe there is an actual or likely risk of breach of Applicable Data Protection Legislation; and
 - 7.7.2 subject to notifying the Customer in advance and ensuring that such transfer is compliant with the Customer's policies and procedures and will not cause the Customer to be in breach of Applicable Data Protection Legislation, transfer Customer Personal Data outside of the UK as required in order for IS Online to provide the Services, provided that IS Online shall ensure that all such transfers are effected in accordance with Applicable Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of IS Online, including any request to enter into standard data protection clauses adopted by the UK Information Commissioner from time to time.
- 7.8 Appendix 2 (List of Sub-Processors) includes a current list of non service-specific sub-processors together with the identities of those sub-processors, their country of location as well as a description of the processing they perform. Details of sub-processors specific to a Service will be set out in the relevant Service Schedule
- 7.9 IS Online will use best efforts to make available to the Customer a change in the Services or recommend a commercially reasonable change to the Customer's

configuration or use of the Services to avoid processing of Customer Personal Data by any new sub-processor to which the Customer objects to in accordance with clause 7.7.1 above, and provided that such change does not result in any adverse effect on the Services or on the Customer. If IS Online is unable to make available such change within a reasonable period of time, which shall not exceed 60 days from the original notification in accordance with clause 10.7.1(c), the Customer may terminate this Agreement with respect only to those Services which cannot be provided by IS Online without the use of the objected-to new sub-processor.

8 CONFIDENTIALITY

- 8.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

9 LIABILITY

- 9.1 The following provisions set out the entire financial liability of IS Online (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Client in respect of: (a) any breach of the Contract; (b) any use made by Client of any Deliverables; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 IS Online shall not be liable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) any special, indirect or consequential loss or damage.
- 9.3 IS Online's total aggregate liability under all Contracts, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the total Charges paid by Client to IS Online under the Contracts during the 12 months prior to the event giving rise to liability, less any sums already paid by IS Online to Client in settlement of any earlier liability.
- 9.4 Nothing in these Conditions limits or excludes IS Online's liability: (a) for death or personal injury caused by IS Online's negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any other liability that cannot lawfully be excluded or limited.

10 TERMINATION

- 10.1 Either party may terminate the Contract for convenience at any time upon 30 days' notice in writing. Without limiting its other rights or remedies, each party may

terminate the Contract with immediate effect by giving written notice to the other party if:

- 10.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 10.1.2 the other party goes into compulsory or voluntary liquidation (except for the purposes of solvent reconstruction or amalgamation) or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or in the event that it makes an assignment for the benefit of or composition with its creditors generally or engages in or suffers any similar procedure in any jurisdiction.
- 10.2 Without limiting its other rights or remedies, IS Online shall have the right to suspend provision of the Services under the Contract or any other contract between Client and IS Online if Client becomes subject to any of the events listed in clause 10.1.2, or IS Online reasonably believes that Client is about to become subject to any of them, or if Client fails to pay any amount due under this Contract on the due date for payment.

11 CONSEQUENCES OF TERMINATION

- 11.1 On termination of the Contract for any reason:
 - 11.1.1 Client shall immediately pay to IS Online all of IS Online's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, IS Online shall submit an invoice, which shall be payable by Client immediately on receipt;
 - 11.1.2 Client shall return all of IS Online Materials and any Deliverables which have not been fully paid for. Until they have been returned, Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 11.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12 NOTICES

- 12.1 Any notice, consent, agreement or official communication under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Schedule. A notice, consent, agreement or official communication delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 09.00 on the first business day following delivery). A correctly addressed notice, consent, agreement or official communication sent by pre-paid first-class

post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice, consent, agreement or official communication sent by email shall be deemed to have been received at the time of transmission provided that no message is received by the sender evidencing a delivery failure.

13 DISPUTE RESOLUTION

- 13.1 In the event of any dispute or difference arising out of or in connection with the Contract which the parties cannot resolve by amicable negotiation within 6 weeks of the onset of the dispute, the parties agree prior to any litigation first to try in good faith to settle the dispute or difference by mediation in accordance with the Mediation Rules published by the Centre for Dispute Resolution ("**CEDR**"). In the absence of agreement as to the appointment of the mediator, the mediator shall be nominated by CEDR. The parties agree to bear equally the administrative costs of the mediation and the mediator's fees. Each party further agrees to bear its own fees and costs. The venue for any mediation shall be England. Nothing in the Contract shall prevent either party from seeking equitable relief (including without limitation injunctive relief) from any court of competent jurisdiction.

14 GENERAL

- 14.1 Any variation of the Contract shall be in writing and signed by or on behalf of the parties.
- 14.2 IS Online shall have no liability to Client under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 14.3 A person who is not a party to the Contract shall not have any rights under or in connection with it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of the Contract may be or become enforceable by a person who is not a party to it, the terms of the Contract or any of them may be varied, amended or modified or the Contract may be suspended, cancelled or terminated by agreement in writing between the parties or the Contract may be rescinded (in each case), without the consent of any such third party.
- 14.4 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 14.5 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.6 Client shall not, without the prior written consent of IS Online, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. IS Online may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 14.7 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.8 The Contract constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of the Contract, save those expressly set out in the Contract, and that they shall have no rights or remedies with respect to such subject matter otherwise than under the Contract save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.
- 14.9 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. Subject to clause 13 above, the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1 – Data Protection Particulars

Nature of processing	As set out in this Contract and/or any relevant Order
Purpose of processing	In the case of data subjects other than staff: for the purpose of providing services and support to Client's business as set out in this Contract and/or the relevant Order. In the case of staff: for the purpose of providing services and support for Customer's employment and HR matters.
Duration of the processing	For the Term.
Types of Personal Data	• Name • Job title • Email address • Phone number(s) (landline & mobile) • Business &/or home address (home address only because employees are working from home more frequently now and we are sometimes asked to interact directly with employees at home) • Any other personal data provided by Client to IS Online or authorised third party of IS Online as relevant.
Categories of Data Subject	• Customers of the Client • Employees and/or contractors of the Client • Client third parties • Business contacts in general
Additional Instructions	• None

APPENDIX 2 – List of sub-processors

Available upon request