

STANDARD TERMS

1. GENERAL

- 1.1 These terms and conditions of business ("Standard Terms"), read together with the accompanying Engagement Letter ("EL") (collectively, the "Terms"), set out the basis upon which Intersol Technical Services Limited ("we"/"Intersol Global") will provide our services to you, our Client (as defined in section 2.1 below) ("you"). All work undertaken by us is subject to the Terms, unless otherwise agreed in writing and signed by an Intersol Global Director.
- 1.2 Where there is any inconsistency between the Standard Terms and the information set out in the EL, the EL shall take precedence.
- 1.3 The Terms constitute the entire agreement between us and you and supersede any previous agreement or understanding in relation to the Services (as defined at section 5.1 below). No amendment or variation to the Terms shall be effective unless it is made in writing and signed by us.
- 1.4 References in these Standard Terms to "we", "us" or "our" are references to Intersol Global. References to "you" or "your" are references to the Client.

2. OUR CLIENT

- 2.1 Our client in relation to the Services we undertake is the client identified in the EL (the "Client"). We are under no duty, nor do we accept any responsibility, to any party other than you, unless that other party is also a client of ours in relation to the work done.
- 2.2 Save in respect of clause 9 below, you and we agree that our services are provided solely for the benefit of you and, for the purposes of the Contracts (Rights of Third Parties) Act 1999, the agreement under which we provide our

services to you is enforceable only by Intersol Global and the Client and not by any other party.

- 2.3 You instruct us separately in relation to each matter where we provide advice or services and therefore you do not engage us on a permanent basis.

3. YOUR RESPONSIBILITIES

- 3.1 Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for: (a) the management, conduct and operation of your business and your affairs; (b) determining your use of, the extent of your reliance on, and any implementation of, our advice or recommendations or any other product of the Services supplied by us; (c) making any decision affecting the Services, any product of the Services, your interests or your affairs; and (d) the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by you.
- 3.2 You shall cooperate with us in our rendering of the Services, including without limitation, providing us with reasonable facilities (including without limitation desks, access to telephone lines, analog lines, fax, photocopying and printing and GRA VPN facilities) and timely access to appropriate data, information and your personnel. You shall promptly provide us with all necessary information, including but not limited to, complete and accurate information and instructions upon which we can rely, concerning your organization, operations and activities and any decisions made by you in relation to the Services, and when requested by us, you shall promptly provide answers to any questions from us. You shall inform us of any information or developments which may

come to your notice, and which might have a bearing on the Services.

- 3.3 Where the Services are being performed at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access (including for the avoidance of any doubt to national and international networks as we may reasonably require), security procedures, virus checks, facilities, licences or consents as may be required (without cost to us). You accept that we may use either your network or dialup facilities to access our own network and that you have assessed and accept any associated risks which may arise.
- 3.4 We may receive data, information and material from you or from other sources in the course of delivering the Services. You acknowledge that we shall not independently investigate or verify such data, information and material and that we shall be entitled to rely upon the accuracy and completeness of such information in performing the Services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.
- 3.5 You acknowledge that when your personnel are to work with us, your failure to assign personnel who have skills commensurate with their role in connection with the Services could adversely affect our ability to perform the Services.
- 3.6 You shall not, directly, or indirectly, solicit the employment of any of our directors, consultants or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 6 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising

campaigns nor from offering employment to any of our directors, consultants or employees, as the case may be, who may respond to any such campaign.

4. COMMUNICATIONS WITH THE CLIENT

- 4.1 Unless we are expressly instructed to the contrary, we shall be entitled to assume that:
 - 4.1.1 whoever provides instructions to us has actual authority to do so. We may rely on any information given to us by that person. Where instructions have been provided on behalf of a body corporate or other organisation or entity, we can assume that our terms of engagement have been properly authorised by the board of directors or other appropriate decision making body of the organisation or entity; and
 - 4.1.2 we may act upon such instructions whether given orally, in writing or by email or other form of electronic communication.
- 4.2 Where we communicate with you by email or other electronic form of communication, you accept the risks inherent in that form of communication, including but not limited to the risk of interception and unauthorised access. We screen all of our incoming and outgoing email messages for known viruses, but you acknowledge and accept that we cannot guarantee that our emails will be virus free. We do not accept any liability for loss resulting from the use of email for communication between us or between us and third parties.

5. INTERSOL GLOBAL'S FEES AND EXPENSES

Our Fees

- 5.1 The scope of the work to be undertaken by us (the "Services") and our Fees for the Services (or the method by which those Fees are to be calculated) (the "Fees") is set out in the EL. The Services may be extended or varied in accordance with any subsequent instructions agreed with you.

Expenses

5.2 In addition to our Fees, we may also incur expenses (including VAT, where applicable) in relation to the Services, and the basis on which they are charged is set out in the EL. These may be incurred in the course of a matter without your prior approval.

Payment of fees and expenses

5.3 You are responsible for payment of our Fees, expenses and VAT (where applicable). Our invoices will always be addressed to you and are payable by you in accordance with the terms of payment as set out in the Terms.

5.4 You may agree with a third party that that third party will pay our Fees and disbursements on behalf of you. We will not, however, be a party to that agreement and will expect you to make payment of our invoices in the event that the third party fails for any reason to make payment within the time set out in the Terms.

6. VAT

6.1 Unless otherwise expressly stated, the Fees set out in the EL are exclusive of VAT and are subject, where applicable, to VAT at the prevailing rate.

6.2 Our VAT number is 203463444.

7. INVOICING AND PAYMENT

7.1 We may issue monthly invoices to you for the work undertaken to date, any expenses incurred and any applicable VAT.

7.2 Our invoices are payable on presentation to you. If payment of an invoice is not made in full within 30 days of presentation, we reserve the right to charge interest at 4% over the base rate for the time being of Lloyds TSB Bank Plc on any balance outstanding from the date of presentation of the invoice until payment.

7.3 If a bill is overdue for payment, we may on reasonable written notice suspend or terminate the provision of any services to you (and others with whom you are associated) and retain any documents, papers and other

materials belonging to you and others with whom you are associated.

7.4 Unless otherwise previously agreed in writing, we shall be entitled to payment of our Fees, expenses and VAT regardless of whether a particular matter has been successfully concluded or completed.

7.5 When we are instructed on a matter by or on behalf of more than one person or company, each person or company for whom we act will be jointly and severally liable for payment of the full amount of our Fees, expenses and VAT.

7.6 If our bills are not payable by you as our client but by a third party, you will still be liable for any VAT in respect of our charges. We are only able to issue VAT invoices to you and not to a third party.

7.7 If our services are subject to VAT, you must indemnify us fully on demand for any interest, penalties or legal costs which we incur as a result of any incorrect information in relation to your VAT status, which you have provided.

8. SUSPENSION AND TERMINATION OF THE WORK

8.1 You may terminate the Services at any time by giving written notice to us.

8.2 We may in our absolute discretion suspend or terminate the Services forthwith in the event that:

8.2.1 you fail to make a payment on account of Fees and/or expenses and/or VAT.

8.2.2 you fail to pay any invoice within thirty days of its presentation to you.

8.2.3 you persistently fail to pay invoices in accordance with the terms agreed in the Terms.

8.2.4 you persistently fail to provide us with instructions in relation to the Services.

8.2.5 your instructions may result in us being required to act in a manner that is unlawful and/or may contravene applicable legislative or regulatory requirements and/or may otherwise give rise to unacceptable professional risk to us.

8.2.6 the relationship between us has otherwise irretrievably broken down.

8.3 In the event that you or we suspend or terminate the Services, we shall be entitled to invoice you for our Fees in respect of the Services done, expenses incurred and any applicable VAT to the point that the Services were suspended or terminated, and in respect of any work that may reasonably be necessary following such suspension or termination. Any invoice raised by us as a result of work being suspended or terminated shall be payable immediately upon presentation to you.

9. LIABILITY

9.1 Unless otherwise agreed in writing, the aggregate liability:

9.1.1 shall not exceed £5,000,000 or the minimum required by law, whichever is the greater:

9.1.1.1 whether to you or any third party.

9.1.1.2 on the part of us or our directors, associates, employees or consultants together, for any losses incurred by you as a result of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability.

9.2 Our Fees chargeable to you in respect of the Services have been calculated by reference to:

9.2.1 the risk to us associated with the Services.

9.2.2 the general provision of the Terms.

9.2.3 the level of indemnity insurance carried by us; and, particularly,

9.2.4 the limitations on our liability contained in this section 9.

9.3 If you wish us to accept a greater risk and/or increased limit of liability, we may be prepared to do so although we may, in these circumstances, include a surcharge referable to the additional risk accepted by us and/or the cost to us of any additional insurance cover that may be required.

9.4 We shall not in any circumstances be liable to you for any loss of profit or any other consequential or indirect loss (howsoever arising). Our liability to you in connection with this matter is limited to the proportion of loss or damage (including interest and costs) suffered by you which is just and equitable, having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or their ability to pay and/or limitation defences available to them.

9.5 You agree that the liability of us, our directors, employees, subcontractors and consultants shall not be increased by any limitation, exclusion or restriction of liability that you may have agreed with any other advisor, by your inability to recover against any of your advisors, or by your decision not to recover from any of your advisors. You agree that you will inform us if you agree, or are asked to agree, to limit the liability of any of your other advisors in relation to the Services.

9.6 If goods and/or services are supplied or provided by any third party ("Third Party") in connection with the Services, and regardless of whether we have recommended the Third Party to you and/or have engaged the Third Party on your behalf, we do not accept any responsibility for the performance, acts or omissions of the Third Party nor do we give

any warranty, guarantee or other representation as to the suitability or quality of such goods and/or services but may, where applicable, at your request assign to you the benefit of any warranty, guarantee or representation given by the Third Party. Where we instruct a Third Party on your behalf, you will be their client and you will be responsible for payment of their Fees and expenses. If we pay their Fees or expenses, we will invoice you for them and payment will be due in accordance with section 7.

- 9.7 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- 9.8 We (rather than our directors, employees and consultants as individuals) will provide services to you, and we alone will be responsible for the performance of the agreement between us. You agree that you will not bring any claim for any losses incurred by you as a result of or in connection with any breach of contract, breach of trust, breach of fiduciary duty or tort (including negligence) or other civil liability in connection with any services provided to you against any director, employee or consultant of ours for the acts or omissions of our directors, employees or consultants.
- 9.9 All work done by us is for your use and benefit only and may not be passed on to any other person without our prior written approval, and subject to such conditions as we may impose at the time.
- 9.10 Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

10. OWNERSHIP

- 10.1 Subject to clauses 10.2 to 10.4 below, you shall acquire ownership of the physical materials produced and handed to you in connection with the Services in their tangible form ("Materials") upon full and final payment of our Fees. We shall retain ownership of the

copyright and all other intellectual property rights in the Materials and all other materials, whether tangible or intangible, and ownership of our working papers.

- 10.2 We shall grant you, upon full and final payment of our Fees, a royalty free, worldwide, non-assignable, perpetual non-exclusive, non-sublicensable licence to use the Materials for the purpose of our engagement. To the extent that any Intersol Global Information, as defined in clause 10.4 below, is incorporated into the Materials, we shall grant you, upon full and final payment of our Fees, a royalty free, worldwide, non-assignable, perpetual non-exclusive, non-sublicensable licence to use such Intersol Global Information solely as part of the Materials. You shall not disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify or transfer any Intersol Global Information to a subsidiary, affiliate or third party without our prior written consent.
- 10.3 To the extent that any third party owned materials are incorporated into the Materials, we shall use our reasonable endeavours to procure the grant to you, upon full and final payment of our Fees, of a royalty free, non-exclusive licence to use such third party owned materials solely as part of the Materials, solely to the extent necessary to benefit from the licence to use the Materials granted in clause 10.2 above.
- 10.4 You acknowledge that we provide consulting services to other clients, and agree that nothing in the Terms shall be deemed or construed to prevent us from carrying on such business. In particular you agree that, notwithstanding anything to the contrary in the Terms: (a) we shall have the right to retain a copy of each of the Materials in the form as provided to you or by way of electronic copy for our records; (b) as part of the provision of our Services, we may utilise Intersol Global proprietary works which have not been created specifically for you, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well

as works which may incorporate copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data and any derivatives thereof, which have been originated, developed or purchased by us or on our behalf (all of the foregoing collectively "Intersol Global Information"); and (c) Intersol Global Information and our administrative communications, records, files and working papers relating to the Services shall remain our sole and exclusive property.

enable lawful transfer of the Personal Data to Intersol Global for the duration and purposes of these Terms.

11.5 Without prejudice to the generality of clause 11.2, Intersol Global shall, in relation to any Personal Data processed in connection with the performance by Intersol Global of its obligations under this agreement:

11. DATA PROTECTION

11.1 For the purposes of this clause 11, **Data Protection Legislation** means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulations ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. Furthermore, the **Personal Data** has the meaning given to it in the Data Protection Legislation.

11.2 Intersol Global and the Client will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.3 Intersol Global and the Client acknowledge that, for the purposes of the Data Protection Legislation, the Client is the data controller and Intersol Global is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).

11.4 Without prejudice to the generality of clause 11.2, the Client will ensure that it has all necessary appropriate consents and notices in place to

11.5.1 process that Personal Data only on the written instructions of the Client unless Intersol Global is required by the laws of any member of the European Union or by the laws of the European Union applicable to Intersol Global to process Personal Data (**Applicable Laws**). Where Intersol Global is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Intersol Global shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Intersol Global from so notifying the Client.

11.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental

	loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);		rights and effective legal remedies.
		11.5.4.3	Intersol Global complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
		11.5.4.4	Intersol Global complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.
11.5.3	ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and	11.5.5	assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
11.5.4	not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:		
	11.5.4.1 the Client or Intersol Global has provided appropriate safeguards in relation to the transfer.	11.5.6	notify the Client without undue delay on becoming aware of a Personal Data breach.
	11.5.4.2 the data subject has enforceable	11.5.7	at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the

agreement unless required by Applicable Law to store the Personal Data; and

11.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

11.6 Intersol Global confirms that it has entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11. As between the Client and Intersol Global, Intersol Global shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

11.7 Intersol Global may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms).

12. CONFIDENTIALITY

12.1 Any information that you provide to us or which we receive in relation to the Services from third parties during the course of our engagement (other than information that is already in the public domain) is confidential and shall not (other than as is required by our compliance with the Law) be disclosed to third parties without your consent, subject to the exceptions at sections 12.2 and 12.3.

12.2 Any commercially sensitive information may be disclosed to another person in certain circumstances, including but not limited to: (a) with your consent; (b) to your other professional advisers; (c) where disclosure is required by law, court order or any regulatory authority; (d) to the extent that such

information enters, or has entered, the public domain, or (e) to our auditors or other professional advisers in connection with the performance of their duties.

12.3 We may use external agencies for typing, photocopying, printing and preparation of materials and you agree that we may disclose information to third parties for that purpose. There may be occasions where outsourcing of other activities is desirable. We will advise you before outsourcing other activities.

12.4 For the purposes of this section 12, the term we shall include, without limitation, our directors, employees and consultants, and such individuals shall not be deemed to be a third party.

13. APPLICABLE LAW AND JURISDICTION

13.1 Our agreement with you is deemed to have been negotiated and made in England and is in all respects governed by and shall be construed in accordance with English Law. Any non-contractual obligations arising out of or in connection with our contract with you shall also be governed by and shall be construed in accordance with English Law. The English Courts shall have exclusive jurisdiction over any dispute between us and you.

14. EQUALITY AND DIVERSITY

14.1 To promote equality and diversity in the way we operate our business and in our dealings with third parties and employees a copy of our diversity policy is available on request.