



Services Agreement

DATE 01 10 2024

Compliant Ltd

and

The Customer

THIS AGREEMENT shall be dated the date on which it is signed by both parties

Between

- (1) Compliant Ltd incorporated and registered in England and Wales with company number 11001134 whose registered office is at 9 Aylesford Mews, Sunderland, Tyne And Wear, England, SR2 9HY (**Compliant**);
- (2) the customer set out in the Order Form (**Customer**).

Background

- (A) Compliant is in the business of providing delivering management systems & consultancy and or health and safety support.
- (B) The Customer agrees to obtain and Compliant agrees to provide the Services on the terms set out in this Agreement.

Agreed terms (“T&Cs”)

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

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| Affiliate | in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time. |
| Applicable Laws | all applicable laws, statutes, regulations and codes from time to time in force. |
| Applicable Data Protection Laws | means: <ol style="list-style-type: none">(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.(b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Compliant is subject, which relates to the protection of personal data. |

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Change Order	has the meaning given in clause 8.1.
Charges	the sums payable for the Services, as set out in the Order Form.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Customer's Equipment	any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1.
Customer Materials	all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Compliant in connection with the Services, including the items provided pursuant to clause 5.1.4.
Customer Personal Data	any personal data which Compliant processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.
Deliverables	any output of the Services to be provided by Compliant to the Customer as specified in Schedule 1 and any other documents, products and materials provided by Compliant to the Customer in relation to the Services (excluding Compliant's Equipment).
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
EULA	the end user licence agreement provided by Compliant to govern the use of any Software, as updated from time to time. This shall be accessible and signable on the Software platform, or by other reasonable means.

Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.
Milestones	any date by which all or a part of the Services are to be completed, as set out in the Order Form.
Order Form	the order form agreed between the parties
Services	the services as set out in Schedule 1, including the provision of Software on the terms of the EULA.
Software	means any set of machine-readable instructions, data, or information that directs the operations of a computer or other electronic device. This includes, but is not limited to, computer programs, source code and object code, applications and operating systems, databases and data structures, firmware and middleware, scripts, macros, and other executable instructions, Application Programming Interfaces (APIs), software development tools and utilities, as well as any updates, upgrades, patches, or modifications to the foregoing. The term also encompasses any accompanying documentation, user manuals, or training materials related to any of the aforementioned items. This definition applies to software in any form, whether embedded in hardware, installed on a device, or accessed remotely through cloud services or other means. It is intended to cover all types of software and related materials to ensure comprehensive applicability in various contractual contexts

- Term** shall be defined in the Order Form and mean the duration of this Agreement starting at the date on which this is signed
- Compliant's Equipment** any equipment, including tools, systems, cabling or facilities, provided by Compliant to the Customer and used directly or indirectly in the supply of the Services including any such items specified in Schedule 1 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.
- Compliant's Personal Data** any personal data which Compliant processes in connection with this Agreement, in the capacity of a controller.
- UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- VAT** value added tax or any equivalent tax chargeable in the UK or elsewhere.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this Agreement, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless expressly provided otherwise in this Agreement, reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** includes email but not fax.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document, in each case as varied from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. THE AGREEMENT

- 2.1 This contract shall be made up of the following documents, which shall be read together and together be the binding contract between the parties ("**Agreement**"):
- 2.1.1 The Order Form;
- 2.1.2 These T&Cs; and
- 2.1.3 Where a software platform is provided to the Customer as part of the Services, the EULA.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 17 (Termination).
- 3.2 Compliant shall provide the Services to the Customer in accordance with this Agreement.

4. COMPLIANT'S RESPONSIBILITIES

- 4.1 Compliant shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Customer, in accordance with this Agreement in all material respects.

- 4.2 Compliant shall use reasonable endeavours to meet any performance dates specified in the Order Form but any such dates shall be estimates only and time for performance by Compliant shall not be of the essence of this Agreement.
- 4.3 Compliant shall use reasonable endeavours to observe reasonable health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under with reasonable notice, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement. It shall always be the Customer's responsibility to provide any and all protective or other equipment required by Compliant to comply with any laws and or regulations whilst at the Customer's premises. If, at Compliant's discretion, Compliant feels it is unable to comply with this clause 4.3, it may, at its discretion, refuse to attend site until such time as it feels the Customer's health and safety and security requirements can be complied with.

5. CUSTOMER'S OBLIGATIONS

- 5.1 In addition to its obligations set out elsewhere in the Agreement, the Customer shall:
- 5.1.1 co-operate with Compliant in all matters relating to the Services;
 - 5.1.2 appoint a manager for the Services, such person as identified in Schedule 1. That person shall have the authority to contractually bind the Customer on matters relating to the Services (including by signing Change Orders);
 - 5.1.3 provide, for Compliant, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by Compliant including any such access as is specified in Schedule 1;
 - 5.1.4 provide to Compliant in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under Schedule 1 or otherwise reasonably required by Compliant in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 5.1.5 inform Compliant with at least 14 days' notice of any visit by Compliant to the Customer's premises of any and all changes to health and safety and security requirements that apply at any of the Customer's premises. If the Customer wishes to make a change to those requirements which will materially affect

provision of the Services, it can only do so via the change control procedure set out in clause 8 (Change control);

5.1.6 unless explicitly subject to the provision of Services, ensure all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Compliant to provide the Services, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

5.1.8 where left in the Customer's care or at the Customer's premises intentionally or otherwise, keep, maintain and insure Compliant's Equipment in good condition and shall not dispose of or use Compliant's Equipment other than in accordance with Compliant's written instructions or authorisation;

5.1.9 any further obligations set out in the Order Form.

5.2 If Compliant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Compliant shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. PROVISION OF SOFTWARE

6.1 Where Compliant provides the Customer access to any Software this clause 6 shall apply.

6.2 The Customer agrees to the terms of the EULA, which may be updated from time to time, which changes the Customer shall be notified of either in writing or online using the Software platform.

6.3 The Customer shall procure that each user of the Software shall agree to the EULA provided for each user on the Software platform and shall indemnify Compliant for any costs, fees and or losses of any kind following breach of that EULA by any user.

7. NON-SOLICITATION

7.1 The Customer shall not, without the prior written consent of Compliant, at any time from the date of this Agreement to the expiry of 24 months after the termination or expiry of this Agreement, solicit or entice away from Compliant or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Compliant in the provision of the Services.

7.2 Any consent given by Compliant in accordance with clause 7.1 shall be subject to the Customer paying to Compliant a sum equivalent to 20% of the then current annual remuneration of Compliant's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

8. CHANGE CONTROL

8.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document (and may be a revision of Schedule 1) setting out the proposed changes and the effect that those changes will have on:

8.1.1 the Services;

8.1.2 Compliant's existing charges;

8.1.3 the timetable of the Services; and

8.1.4 any of the terms of this Agreement.

8.2 If Compliant wishes to make a change to the Services it shall provide a Change Order to the Customer, following which the changes envisioned by the Change Order shall take effect 14 days after it has been provided to the Customer.

8.3 If the Customer wishes to make a change to the Services:

8.3.1 it shall notify Compliant and provide as much detail as Compliant reasonably requires of the proposed changes, including the timing of the proposed changes; and

8.3.2 Compliant shall, as soon as reasonably practicable after receiving the information at clause 8.3.1, provide a draft Change Order to the Customer.

- 8.3.3 Once the content of that Change Order is agreed by Compliant and explicitly noted as no longer being a 'draft', the changes contained in that Change Order shall take effect 14 days after it has been provided to the Customer in this form.
- 8.4 If a Change Order is provided in accordance with clause 8.3 and the parties:
- 8.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend this Agreement; or
- 8.4.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 30 (Multi-tiered dispute resolution procedure).
- 8.5 Compliant may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at Compliant's daily rates specified in the Order Form.
- 9. CHARGES AND PAYMENT**
- 9.1 In consideration of the provision of the Services by Compliant, the Customer shall pay the Charges.
- 9.2 Where the Charges are calculated on a time and materials basis:
- 9.2.1 Compliant's daily fee rates for each individual person as set out in the Order Form are calculated on the basis of an eight-hour day, worked during Business Hours;
- 9.2.2 Compliant shall be entitled to charge an overtime rate of 110% of the daily fee rate set out in the Order Form on a pro rata basis for any time worked by individuals whom it engages on the Services outside Business Hours; and
- 9.2.3 Compliant shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Compliant shall indicate the time spent per individual in its invoices.
- 9.3 The Charges exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

- 9.3.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Compliant engages in connection with the Services; and
- 9.3.2 the cost to Compliant of any materials or services procured by Compliant from third parties for the provision of the Services.
- 9.4 Compliant may increase the Charges on an annual basis with effect from each anniversary of the date of this Agreement.
- 9.5 Compliant shall invoice the Customer for the Charges in advance of the intervals set out in the Order Form. If no intervals are so specified and the Customer is charged hourly, Compliant shall invoice the Customer at the end of each month for Services performed during that month. If the Customer is quoted a fixed fee for a set amount of work, the Customer will pay the quoted figure in full in advance, and Compliant need not start work before that is paid to Compliant in cleared funds in accordance with the invoice.
- 9.6 Where Charges are noted as being paid in advance, but the Charges are not paid in advance:
- 9.6.1 Compliant may refuse to either or both: carry out; or begin, any Services, whether or not this Agreement envisages the performance of any Services of any kind; and
- 9.6.2 Non-provision of any or all Services following non-payment shall not constitute a breach of the terms of this Agreement by Compliant.
- 9.7 Subject to the above reference to quotes in clause 9.5 which shall always be payable in advance and in full cleared funds, the Customer shall pay each invoice submitted to it by Compliant within 30 days of receipt to a bank account nominated in writing by Compliant from time to time.
- 9.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Compliant any sum due under this Agreement on the due date:
- 9.8.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

- 9.8.2 Compliant may suspend all or part of the Services until payment has been made in full.
- 9.9 All sums payable to Compliant under this Agreement:
- 9.9.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 9.9.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 In relation to the Deliverables:
- 10.1.1 Compliant and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
- 10.1.2 Compliant grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
- 10.1.3 the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.1.2.
- 10.2 In relation to the Software:
- 10.2.1 Compliant grants the Customer use of the Software on the terms of the Master EULA, and each Authorised User use of the Software on the terms of the User EULA, for the duration the Software remains part of the Services provided under the terms of this Agreement.
- 10.2.2 Compliant and (if any) its licensors shall retain ownership of all Intellectual Property Rights in
- (a) the Software as provided from time to time; and
- (b) any and all improvements and or developments in all or any part of the Software, whether or not the Customer has access to the same.
- 10.3 In relation to the Customer Materials, the Customer:

- 10.3.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- 10.3.2 grants Compliant a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer.
- 10.4 The Customer:
- 10.4.1 warrants that the receipt and use of the Customer Materials in the performance of this Agreement by Compliant, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 10.4.2 shall indemnify Compliant in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Compliant arising out of or in connection with any claim brought against Compliant, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials.
- 10.5 If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 10, the Indemnified Party shall:
- 10.5.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.4.1 or clause 10.4.2 (as applicable) (**IPRs Claim**);
- 10.5.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 10.5.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

10.5.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11. COMPLIANCE WITH LAWS AND POLICIES

11.1 In performing the Services, Compliant shall comply with Applicable Laws.

11.2 The Customer shall provide Compliant with all information and advice relating to Applicable Laws which relate to their business, and:

11.2.1 inform Compliant of any specific industry regulations, standards, or compliance requirements that may apply to the Customer's business or the Services to be provided under this Agreement;

11.2.2 provide Compliant with all necessary information and assistance to enable Compliant to comply with and or properly advise on compliance with such regulations, standards, or requirements in the provision of the Services; and

11.2.3 be solely responsible for ensuring its own compliance with any industry-specific regulations, standards, or requirements.

11.3 Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the change control procedure set out in clause 8 (Change control).

12. INDEMNITY

12.1 In this clause:

Losses: means all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional and consultancy costs and expenses).

Regulator: means each person having regulatory or supervisory authority over all or any part of this Agreement or Compliant's business.

Relevant Staff: means any persons employed or engaged by the Customer whose contracts transfer to Compliant by virtue of the Employment Regulations.

- 12.2 The Customer shall indemnify Compliant and each of its and their directors, officers, employees, agents and licensees (**Indemnified Person**) against all Losses incurred by Compliant and or an Indemnified person as a result of:
- 12.2.1 any claim that the supply, receipt or use of any of the Services or Deliverables (**Infringing Materials**) infringes the Intellectual Property Rights of any third party;
 - 12.2.2 any claim by a third party arising out of or in connection with defective Services supplied by Compliant;
 - 12.2.3 any damage to property arising out of or in connection with the acts or omissions of the Customer;
 - 12.2.4 any claim (including any action or investigation by a Regulator) arising out of or in connection with the Customer's failure to comply with Data Protection Legislation;
 - 12.2.5 any action (including any investigation) by a Regulator or governmental authority arising out of or in connection with the Customer's acts or omissions and or breach of this Agreement, negligence or failure to comply with Applicable Laws in the performance of this Agreement;
 - 12.2.6 any failure by the Customer to comply with its obligations under the Employment Regulations in respect of any Relevant Staff or anything done or omitted to be done by the Customer in respect of any Relevant Staff whether before or after any relevant transfer date;
 - 12.2.7 any decision taken by the Customer in relation to the Services and or their use.
- 12.3 The indemnities in clause 12.2 apply whether or not Compliant or any Indemnified Person has been negligent or at fault.
- 13. DATA PROTECTION**
- 13.1 For the purposes of this clause 12, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

- 13.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 13.2.1 The parties have determined that for the purposes of Applicable Data Protection Laws Compliant shall process the personal data as set out in its Privacy Policy as processor on behalf of the Customer.
- 13.3 Should the determination in clause 13.2.1 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 12.
- 13.4 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Compliant in connection with the processing of Compliant's Personal Data, provided these are in compliance with the then-current version of Compliant's privacy policy available at (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- 13.5 Without prejudice to clause 13.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Compliant Personal Data and Customer Personal Data to Compliant and lawful collection of the same by Compliant for the duration and purposes of this Agreement.
- 13.6 In relation to the Customer Personal Data, the Privacy Policy sets out the scope, nature and purpose of processing by Compliant, the duration of the processing and the types of personal data and categories of data subject.
- 13.7 Without prejudice to clause 13.2, Compliant shall, in relation to Customer Personal data:
- 13.7.1 process that Customer Personal Data only on the documented instructions of the Customer unless Compliant is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where Compliant is relying on Applicable Laws as the basis for processing Customer Personal Data, Compliant shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Compliant from so notifying the Customer on important grounds of public interest. Compliant shall inform the Customer if, in the opinion of Compliant, the instructions of the Customer infringe Applicable Data Protection Laws;

- 13.7.2 implement reasonable 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, and the Customer may request a review of these measures and shall confirm they are 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;
 - 13.7.3 ensure that any personnel engaged and authorised by Compliant to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 13.7.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Compliant), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.7.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - 13.7.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Compliant is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 13.7.6, Customer Personal Data shall be considered deleted where it is put beyond further use by Compliant; and
 - 13.7.7 maintain records to demonstrate its compliance with this clause 12.
- 13.8 The Customer provides its prior, general authorisation for Compliant to:
- 13.8.1 appoint processors to process the Customer Personal Data, provided that Compliant:

- (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Compliant in this clause 12;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Compliant; and
- (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Compliant's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Compliant for any losses, damages, costs (including legal fees) and expenses suffered by Compliant in accommodating the objection.

13.8.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Compliant shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Compliant, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

13.9 Either party may, at any time on not less than 30 days' notice, revise this clause 12 (Data protection) 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 this Agreement).

14. TESTIMONIALS

14.1 The Customer grants Compliant a non-exclusive, royalty-free license to use, reproduce, and display the Customer's name, trademarks, service marks, and logos (collectively, "Customer Marks") on Compliant's website and in its marketing materials for the sole purpose of identifying the Customer as a client or user of Compliant's products or services.

14.2 This license is limited to the duration of the business relationship between the parties and will automatically terminate upon the cessation of such relationship.

- 14.3 Compliant agrees to use the Customer Marks in accordance with any brand guidelines provided by the Customer and to maintain the integrity and quality standards associated with the Customer Marks.
- 14.4 The Customer reserves the right to request the removal of its Customer Marks from Compliant's website or marketing materials at any time, and Compliant shall comply with such requests within a reasonable timeframe.
- 14.5 This license does not transfer any ownership rights in the Customer Marks to Compliant, and the Customer retains all right, title, and interest in and to its Customer Marks.
- 14.6 Compliant shall not use the Customer Marks in any manner that may damage, tarnish, or dilute the distinctive quality of the Customer Marks or the goodwill associated with them.

15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16. LIMITATION OF LIABILITY

- 16.1 Compliant shall not be liable for any Customer losses derived, directly or indirectly from any decisions of any kind made by the Customer. Compliant's remit and obligations under this Agreement only extend to advice, not decision making.

- 16.2 Compliant has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000.00. The limits and exclusions in this clause reflect the insurance cover Compliant has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 16.3 References to liability in this clause 16 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 16.4 Nothing in this this clause 16 shall limit the Customer's payment obligations under this Agreement.
- 16.5 Nothing in this Agreement shall limit the Customer's liability under the following clauses: Clause 10.4 (IPR indemnities); and
- 16.6 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- 16.6.1 death or personal injury caused by negligence;
 - 16.6.2 fraud or fraudulent misrepresentation; and
 - 16.6.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 16.7 Subject to clause clause 16.6 (liabilities which cannot legally be limited), Compliant's total aggregate liability to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this Contract shall be limited as follows:
- 16.7.1 for loss arising from Compliant's failure to comply with its data processing obligations shall be the lesser of:
 - (a) the total fees paid in full to Compliant by the Customer in the 12 months prior to a claim being brought to Compliant's attention by the Customer; and
 - (b) £5,000.00; and
 - 16.7.2 for all other loss or damage shall be the greater of:

- (a) any payment made to either party by Compliant's insurance, for the purposes of settling a valid claim from the Customer, against Compliant relating to the provision of Services; or
- (b) £5,000.00.

16.8 The caps on the Customer's liabilities shall not be reduced by:

16.8.1 amounts awarded or agreed to be paid under: Clause 10 (IPR indemnities);
and

16.8.2 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

16.9 Subject to clause 16.4 (No limitation on the customer's payment obligations), clause 16.5 (liability under identified clauses) and clause 16.6 (Liabilities which cannot legally be limited), this clause 16.9 specifies the types of Customer losses that are excluded:

16.9.1 loss of profits;

16.9.2 loss of sales or business;

16.9.3 loss of agreements or contracts;

16.9.4 loss of anticipated savings;

16.9.5 loss of use or corruption of software, data or information;

16.9.6 loss of or damage to goodwill; and

16.9.7 indirect or consequential loss.

16.10 Compliant has given commitments as to compliance of the Services with relevant specifications in clause 4 (Compliant's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

16.11 Unless the Customer notifies Compliant that it intends to make a claim in respect of an event within the notice period, Compliant shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

17. TERMINATION

- 17.1 Compliant may terminate this Contract for any reason on one month's notice to the Customer.
- 17.2 The Customer may terminate this agreement as follows: Where they have agreed to:
- 17.2.1 Ad hoc services – on 3 month's written notice.
 - 17.2.2 Retainer services paid monthly – on written notice at least three months in advance of the end of the Term or each subsequent 12-month anniversary of the Term, following which this agreement shall end at the end of the relevant Term following valid notice. This constitutes a rolling 12-month contract, which will continue unless terminated in accordance with this clause
- 17.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 17.3.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified to do so;
 - 17.3.2 the other party 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 within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 17.3.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 17.3.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 17.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company)

- other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 17.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 17.3.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 17.3.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 17.3.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 17.3.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3.2 to clause 17.3.9 (inclusive);
- 17.3.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 17.3.12 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 17.4 Without affecting any other right or remedy available to it, Compliant may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 17.4.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified to make such payment; or
- 17.4.2 there is a change of Control of the Customer.

18. OBLIGATIONS ON TERMINATION AND SURVIVAL

18.1 Obligations on termination or expiry

On termination or expiry of this Agreement:

18.1.1 the Customer shall immediately pay to Compliant all of Compliant's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Compliant may submit an invoice, which shall be payable immediately on receipt;

18.1.2 the Customer shall immediately return all of Compliant's Equipment. If the Customer fails to do so, then Compliant may enter the Customer's premises and take possession of Compliant's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

18.1.3 Compliant shall on request return any of the Customer Materials not used up in the provision of the Services.

18.2 Survival

18.2.1 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Non-solicitation), clause 10 (Intellectual property rights), clause 14 (Confidentiality), clause 16 (Limitation of liability), clause 18 (Consequences of termination), clause 22 (Waiver), clause 24 (Severance), clause 26 (Conflict), clause 30 (Multi-tiered dispute resolution procedure), clause 31 (Governing law) and clause 32 (Jurisdiction).

18.2.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

19. FORCE MAJEURE

19.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

19.1.1 acts of God, flood, drought, earthquake or other natural disaster;

- 19.1.2 epidemic or pandemic;
 - 19.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 19.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 19.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or if the Customer fails to grant a necessary licence or consent
 - 19.1.6 collapse of buildings, fire, explosion or accident; and
 - 19.1.7 non-performance by Compliant's suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - 19.1.8 interruption or failure of utility service.
- 19.2 Provided it has complied with clause 19.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 19.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 19.4 The Affected Party shall:
- 19.4.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 19.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 19.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by

the Force Majeure Event may terminate this Agreement by giving 4 weeks' written notice to the Affected Party.

20. ASSIGNMENT AND OTHER DEALINGS

20.1 This Agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

20.2 Compliant may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

21. VARIATION

Subject to clause 8 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

23. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. SEVERANCE

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. CONFLICT

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28. THIRD PARTY RIGHTS

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29. NOTICES

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

- 29.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 29.1.2 sent by email to the address specified in the Order Form.
- 29.2 Any notice shall be deemed to have been received:
- 29.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 29.2.2 if sent by next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 29.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 29.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 29.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 29.4 A notice given under this Agreement is valid if sent by email on actual receipt by the recipient.
- 29.5 Counterparts
- This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 30. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**
- 30.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
- 30.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Customer and Compliant shall attempt in good faith to resolve the Dispute;
- 30.1.2 if the Customer and Compliant are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be

referred to the CEO or Managing Director (or equivalent) of the Customer and CEO or Managing Director (or equivalent) of Compliant who shall attempt in good faith to resolve it; and

- 30.1.3 if they are unable to resolve the Dispute within 30 days of it being referred to them, 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. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

No party may commence any court proceedings under clause 32 (Jurisdiction) (in relation to the whole or part of the Dispute until 30 days after service of the ADR notice or the conclusion of ADR with CEDR (whichever is the latter), provided that the right to issue proceedings is not prejudiced by a delay.

- 30.2 If the Dispute is not resolved in accordance with this process, or either party fails to participate or to continue to participate in the mediation before the expiration of the said periods set out, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 32 (Jurisdiction).

31. GOVERNING LAW

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Schedule 1

Order Form

Customer Name (and Co No. if any)	As currently agreed and invoiced.
Customer Address	As currently agreed and invoiced.
Start Date	Upon Acceptance of Terms and Conditions at start of contract or anytime through Client log in portal.
Term (duration of contract)	12 months.
Services	As per quotation and / or email agreement.
Fees	As per quotation and / or email agreement.
Further requests from the Customer	As per agreed quotation and / or email agreement.

Signed by [NAME OF
AUTHORISED SIGNATORY]
for and on behalf of [NAME
OF SUPPLIER]

By the acceptance of the
Terms and Condition and
Privacy Conditions on
Compliant Ltd Client Log in
portal.

Signed by [NAME OF
DIRECTOR] for and on behalf
of [NAME OF CUSTOMER]

Mark R Henderson

Director