

MASTER TERMS

- (1) Fuse Technology Ltd (Company No: 12517760), whose registered office is at Office One, 1 Coldbath Square, London, EC1R 5HL, United Kingdom and trading as "Fuse Technology".
- (2) Fuse Technology is engaged in the business of providing Services in relation to Information Technology and Computer services.
- (3) In reliance upon Fuse Technology's skill, knowledge and experience, the Company wishes to engage Fuse Technology to provide Services, as set out more specifically in a separate Service Schedule but subject to the terms and conditions outlined herein (the "Agreement").

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means this document, which is a contract between Fuse Technology and the Company for the provision of the Services, together with the Service Schedule and any other attachments to this document and/or the Service Schedule;
"Anniversary Date"	means the date on which the Initial Term of a Service Schedule to this Agreement expires and the anniversary date of subsequent renewals;
"Business Day"	means a day other than a Saturday, Sunday or bank holiday in England and Wales and, where used in relation to hours of service, means 08:30 – 17:30 United Kingdom local time on such a day;
"Company"	means the company entering into an agreement with Fuse Technology, and defined as a party to a Service Schedule to this Agreement;
"Company Equipment"	means technical equipment belonging to or to be provided by the Company for use by Fuse Technology in the provision of the Services;
"Company Group"	means the Company and each member of its Group;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Consultancy"	means professional service work provided by Fuse Technology to the Company for a specific piece of work or project, which may or may not be related to the Services specified in this Agreement;
"Data Processing Agreement"	means the data processing agreement entered into between the Parties which governs the processing of personal data by Fuse Technology on behalf of the Company, and which forms part of this Agreement;
"Documents"	includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, Source Codes and plans and any design documents prepared by Fuse Technology as provided in the Service Schedule;
"Fees"	means the price to be paid by the Company to Fuse Technology as set out in the Service Schedule and payable under and in accordance with the provisions of the Agreement, as such sums may be amended by the Parties in writing from time to time;
"Group"	means, in relation to a Party, that Party, any holding company of that Party and any subsidiary of that Party or of any such holding company, in each case as those terms are defined in section 1159 of the Companies Act 2006;
"Initial Term"	means the initial term agreed to provide Services under a Service Schedule to the Company;
"Intellectual Property Rights"	means patents, trade marks, service marks, rights in designs, copyright, database rights, rights in know-how and confidential information, applications for any of the foregoing, and trade or business names, in each case whether registered or unregistered and including all rights of a similar nature anywhere in the world;
"Losses"	means any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims and damages;
"Party"	means a person or group of persons that compose a single entity which can be identified as one for the purposes of the law. In this Agreement this refers to either the Company or Fuse Technology, who are party to this Agreement;

“Premises”	means the Company’s Premises or such other Premises as may be notified from time to time by the Company to Fuse Technology;
“Services”	means the services to be provided by Fuse Technology to the Company as set out in a Service Schedule;
“Service Schedule”	means the document entitled “Service Schedule” which shall include the description of the Service/s to be provided to the Company, including and not limited to: scope, service levels (SLAs), inclusions, exclusions and responsibilities. Individual Service Schedules are governed by the terms of this Agreement;
“Source Code”	means computer software in eye-readable form and in such form that it can be compiled or interpreted to produce equivalent computer software in object code, together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software;
“Third Party”	means any individual or company who does not have a direct connection with the Company or Fuse Technology, such as a software vendor;
“Third Party Product”	means a product produced or marketed by a Third Party;
“Workers”	mean adequately skilled, trained and capable individuals provided by Fuse Technology to perform the Services for the Company.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented from time to time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule;
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement;
- 1.4 Words imparting the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender.

2. Provision of the Services

- 2.1 Fuse Technology shall, for the term of this Agreement, provide the Services to the Company and the Company shall promptly obtain, maintain and make available any assets, Company Equipment, Premises, personnel, and other facilities reasonably required for the provision of the Services, as shall be set out in the Service Schedule or as may be agreed between the Company and Fuse Technology in writing from time to time;
- 2.2 Fuse Technology shall provide the Services described in the Service Schedule remotely, or at the Company’s Premises where the Service Schedule expressly so provides, or as otherwise agreed in writing by the Parties from time to time;
- 2.3 In the event that Fuse Technology commits any breach of any of the terms and conditions of this Agreement by failing to provide any of the Services in accordance with this Agreement or commits any breach which otherwise adversely affects the provision of the Services, Fuse Technology shall, on becoming aware of such breach, notify the Company in writing and shall use reasonable endeavours to remedy such breach within 28 calendar days of becoming aware of it.

3. Service Schedules – Order for Service

The Service Schedules shall be agreed in the following manner:

- 3.1 The Company shall provide Fuse Technology with a request for Services via an “Order”, setting out the requirements and specifications of the Services which are requested from Fuse Technology, including:
 - a description of what work is to be done and its scope
 - dates by which any work has been requested to start and finish
 - term of the Services to be provided under the required Service Schedule
 - address and contact details for the Company
 - commercials relating to the required Service Schedule
 - deliverables (if any)

- other information as Fuse Technology may reasonably request to prepare a draft Service Schedule

- 3.2 Fuse Technology shall, as soon as reasonably possible, provide the Company with a draft Service Schedule;
- 3.3 Fuse Technology and the Company shall discuss and agree the draft Service Schedule and when it has been agreed, they shall both sign a copy of it and it shall become a Service Schedule to and subject to this Agreement. A Service Schedule signed by both Parties shall be binding and take effect in accordance with its terms whether or not the procedure in Clauses 3.1 and 3.2 has been followed;
- 3.4 Once the Service Schedule has been agreed and signed in accordance with Clause 3.3, no amendment shall be made to the Service Schedule except as agreed in writing by the Parties;
- 3.5 In the event of a conflict between the terms of this Agreement and any Service Schedule, the terms of the Service Schedule shall prevail, save that the Data Processing Agreement shall prevail over both this Agreement and any Service Schedule in relation to the processing of personal data.

4. **Company's Obligations**

- 4.1 The Company shall allow Fuse Technology and its Workers reasonable access to the Premises during Business Days, for the purposes of providing the Services. Any access requested outside Business Days will be agreed in advance with the Company and with reasonable notice;
- 4.2 The Company shall provide Fuse Technology with information from a technical resource in connection with the performance of the Services, if reasonably required from time to time, to review the Services or assist with trouble shooting and resolving incidents;
- 4.3 The Company will provide Fuse Technology with all necessary literature, books, policies and other material which the Company requires to be observed by the Workers, such as security policies and Health and Safety handbook, etc. and Fuse Technology shall procure that the Workers comply with such policies while attending the Premises;
- 4.4 On request in writing by Fuse Technology, the Company shall provide Fuse Technology with any information reasonably required before the commencement of the Services in respect of provision of the Services;
- 4.5 The Company and Fuse Technology shall each use reasonable endeavours to keep each other informed of any special requirements applicable to the provision of the Services, such as changes to regulatory compliance in their respective industries. To the extent necessary and appropriate, Fuse Technology shall take reasonable steps to comply with such special requirements. Where compliance requires Fuse Technology to perform work outside the scope of the applicable Service Schedule, or materially increases Fuse Technology's cost of providing the Services, Fuse Technology may charge for that work at its then-current professional services rate, having first notified the Company of the estimated cost and obtained its approval, and the Fees shall be adjusted accordingly in accordance with Clause 7 below;
- 4.6 In the event that the Company or any Third Party appointed by the Company in connection with this Agreement, not being a subcontractor of Fuse Technology, shall omit or commit anything which prevents or delays Fuse Technology from undertaking or complying with any of its obligations under this Agreement, then Fuse Technology shall notify the Company as soon as possible and Fuse Technology will have no liability in respect of any delay in the provision of the Services;
- 4.7 The Company will allow the Workers such use of the Company's Equipment as is reasonably required for the purpose of providing the Services. Authorisation procedures in relation to use of hardware or access to Company's systems will be agreed between the Company and Fuse Technology in writing from time to time. Fuse Technology shall use the Company's Equipment for the purposes of providing the Services only. Fuse Technology shall use the Company's Equipment in accordance with good computing practice and shall indemnify the Company against all and any damage to the Company's Equipment caused by Workers using the same for the purpose of providing the Services pursuant to this Agreement;
- 4.8 With the agreement of the company, Fuse Technology may charge the Company for any additional reasonable costs and expenses properly incurred by Fuse Technology caused directly as a result of any failure on the part of the Company to provide instructions in a reasonable and timely manner.

5. **Fuse Technology Obligations**

- 5.1 Throughout the term of this Agreement Fuse Technology shall:
 - 5.1.1 provide the Services specified in a Service Schedule to the Company in accordance with the Service Schedule or such other terms as the Parties may agree in writing;
 - 5.1.2 use quality materials, techniques and standards and ensure that the Services are provided with the care, skill and diligence required of a professional firm in accordance with the terms of this Agreement (including any service levels) and in accordance with good industry practice in Fuse Technology's industry, profession or trade;
 - 5.1.3 ensure that the Services are performed by the Workers;
 - 5.1.4 use Workers who are technically competent and properly qualified to provide the Services in accordance with the terms of this Agreement;
 - 5.1.5 keep detailed records of all activities undertaken in connection with the provision of the Services under this Agreement and at the Company's reasonable request make such records available for inspection and/or provide copies thereof to the Company,
 - 5.1.6 comply with the reasonable instructions of the Company, which may be given from time to time;

- 5.2 Where any or all of the Workers are employed by Fuse Technology, Fuse Technology undertakes to the Company, throughout the term of the Agreement, with regards to those employed Workers that it shall:
 - 5.2.1 observe and take reasonable steps to procure the observance by those employed Workers of the terms and conditions of employment of the employed Workers with Fuse Technology;
 - 5.2.2 be responsible for making all appropriate deductions and contributions in respect of tax, National Insurance and pension auto-enrolment in relation to the remuneration it pays the employed Workers;
 - 5.2.3 indemnify the Company in full on demand in respect of any loss related to all and any tax and National Insurance or similar contributions or liabilities which the Company suffers in connection with the provision of the Services.
- 5.3 Where any or all of the Workers are not employed by Fuse Technology, Fuse Technology undertakes to the Company, throughout the term of this Agreement, with regard to those non-employed Workers, that it shall take all reasonable steps to ensure that those non-employed Workers make appropriate deductions for tax and National Insurance contributions from the remuneration they receive in consideration of the Services from Fuse Technology, and Fuse Technology will indemnify the Company in full on demand in respect of any loss related to all and any tax, National Insurance, pension or similar contributions or liabilities which the Company suffers in connection with the provision of the Services by such non-employee Worker
- 5.4 Fuse Technology undertakes to the Company that it will maintain in force the following insurance policies:
 - Employers Liability Insurance Policy – limit £10,000,000 per claim;
 - Public / Product Liability Insurance Policy – limit £5,000,000 per claim and;
 - Professional Indemnity Insurance Policy – limit £1,000,000.00 per claim.

6. Third Party Licenses

- 6.1 Fuse Technology shall license or procure a license for the Company to use any software, programs or applications supplied by Fuse Technology under the Service Schedule;
- 6.2 Fuse Technology shall use reasonable endeavours to procure that any licenses for Third Party products, including but not limited to the software to be purchased on behalf of the Company, as defined in the Service Schedules, reasonably necessary for the provision of the Services are, on termination of this Agreement or of the relevant Service, capable of transfer or re-registration to the Company or to a replacement service provider. The Company acknowledges that subscription and cloud-based Third Party Products are licensed for a fixed term on the relevant vendor's standard terms, that such licences are not perpetual, and that Fuse Technology cannot procure licence terms which the relevant vendor does not make available;
- 6.3 The Company shall license or procure a license for the use of any software, programs or applications which are not supplied by Fuse Technology under the Service Schedule and are required solely for the purpose of being able to deliver, or as a pre-requisite to deliver, these Services. These licenses remain the property of the Company and upon termination of this Agreement, may be terminated at the sole discretion of the Company, if no longer required;
- 6.4 The Company shall license or procure a license for the use of any software, programs or applications used by the Company and not supplied by Fuse Technology under the Service Schedule. These may or may not be indirectly related to the Services, such as and not limited to: Server Operating systems, Anti-Virus software and Backup software. These licenses remain the property of the Company and are independent of this Agreement.
- 6.5 Third Party Product subscriptions procured by Fuse Technology on the Company's behalf, including Microsoft licensing, are subject to the subscription term and to the cancellation, reduction and transfer rules imposed by the relevant vendor under the applicable vendor agreement. Such subscriptions do not terminate on termination or expiry of this Agreement or of any Service Schedule. Following any such termination or expiry each subscription shall continue for the remainder of its then-current vendor subscription term, Fuse Technology shall continue to make it available to the Company, and the Company shall continue to pay the applicable charges monthly in arrears until the end of that term, whether or not any other Services continue to be provided. This Clause 6.5 is subject to Clause 6.2, and where a subscription is transferred or re-registered to the Company or to a replacement service provider the Company's obligation to pay Fuse Technology in respect of that subscription ceases on the effective date of transfer. Charges payable under this Clause 6.5 are payable in addition to, and are not subject to any limit in, Clause 8.6 or Clause 10.6. If the Company fails to pay any charge due under this Clause 6.5 within 30 calendar days of the due date, Fuse Technology may on written notice cancel or cease to make available the relevant subscription, without prejudice to the Company's liability for charges accrued and for the remainder of the vendor subscription term.

7. Payments and Records

- 7.1 During the term of this Agreement the Company shall pay to Fuse Technology:
 - 7.1.1 the Fees (exclusive of any VAT) as they fall due in accordance with the Agreement or Service Schedule; and
 - 7.1.2 such additional charges (if any) as are from time to time agreed in writing between Fuse Technology and the Company, having regard to any services provided by Fuse Technology in addition to those specified in the Agreement or Service Schedule. These additional charges shall fall due within a reasonable time, to be agreed between the Parties from time to time.
- 7.2 Fuse Technology shall submit to the Company invoices and receipts:
 - 7.2.1 for the Fees and additional charges payable under Clause 7.1; and
 in accordance with the applicable Service Schedule, or if this is not possible and with the prior written agreement

- of the Company, otherwise within a reasonable time of the payment relating to the invoice or receipt falling due.
- 7.3 All sums payable by either Party pursuant to this Agreement are exclusive of any VAT or other tax for which that Party shall be additionally liable;
 - 7.4 All payments required to be made pursuant to this Agreement by either Party shall be made within 30 calendar days of the date of receipt of a valid and undisputed invoice in Great British pounds;
 - 7.5 If any sum payable which is properly due and owing under this Agreement, and is not subject to a bona fide dispute, and without prejudice to Clause 8.5.1, is not paid within 30 calendar days of the date due under clause 7.4, the Party to whom the same is due reserves the right to charge interest, from the date due for payment to the date of payment in full, at 2% per annum over the Bank of England base rate from time to time;
 - 7.6 If any sum payable by the Company under this Agreement which is properly due and owing, and not being disputed, is not paid within 30 calendar days of the date due under clause 7.4, Fuse Technology shall notify the Company in writing of such overdue invoice and the Company will, within 30 calendar days of receiving such notification, confirm to Fuse Technology its intentions. Thereafter, Fuse Technology reserves the right to suspend the Service without liability, until payment is received in full. Non-availability of the Service under these circumstances is excluded from any availability measures or other SLAs;
 - 7.7 Unless otherwise expressly agreed in writing between the Parties, the Fees, and such other amounts expressed to be payable by the Company under this Agreement, such amounts to be properly incurred, shall constitute the Company's entire payment liability to Fuse Technology under this Agreement.
 - 7.8 Should scheduled consultancy services be cancelled or rescheduled after the booking has been confirmed, the Company will be liable to pay the Fees (exclusive of any value added tax) as they fall due in accordance with the applicable Service Schedule at the following percentages:
 - 7.8.1 more than 5 days' notice 0%
 - 7.8.2 between 5 days and 48 hours' notice 25%
 - 7.8.3 between 48 hours and 24 hours' notice 50%
 - 7.8.4 Less than 24 hours' notice 100%

8. Term and Termination

- 8.1 "Term of the Master Terms". This Agreement shall commence on the date hereof and shall continue in full force and effect thereafter until the completion of all work prescribed by Service Schedules, subject to earlier termination in accordance with the provisions of this Clause 8;
- 8.2 "**Term of Services**". The Term of Services shall be as provided in the appropriate Service Schedules for the Company or until completion of the Services;
- 8.3 Any Consultancy work included as part of a Service Schedule to this Agreement will terminate once the work, project, or engagement has been concluded and confirmed as complete by the Company;
- 8.4 "Termination of Agreement". Either Party may terminate this Agreement by giving to the other not less than 90 calendar days' written notice. At the time of such notification to terminate the Agreement in whole, this Agreement shall terminate on the later of the expiry of that notice period and the termination or expiry of the last outstanding Service Schedule. In the case of such termination for convenience and the subsequent termination of any Service Schedules, the provisions of Clause 8.6 shall apply;
- 8.5 "**Termination of Agreement for cause**". Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
 - 8.5.1 any charges, such as Fees, owing to that Party by the other Party under any of the provisions of this Agreement are not paid within 30 calendar days of the due date for payment and in accordance with Clause 7.4;
 - 8.5.2 either Party commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 28 calendar days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.5.3 a receiver is appointed, of any of the property or assets of that other Party;
 - 8.5.4 either Party becomes subject to an administration order
 - 8.5.5 either Party goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the Company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 8.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;
 - 8.5.7 either Party ceases, or threatens to cease, to carry on business; or
 - 8.5.8 control of either Party is acquired by any person or connected persons not having control of that Party on the date of this Agreement, provided that neither a reorganisation of a Party's group nor a change of control occurring within a Party's group shall give rise to any right of termination under this Clause 8.5.8.
- 8.6 "**Termination of a Service Schedule**". Except as otherwise provided in a Service Schedule, either Party shall have the right to elect to terminate a Service Schedule with effect from the end of the Initial Term, by providing to the other Party not less than 60 calendar days prior written notice of termination, to expire on the first Anniversary Date or any subsequent Anniversary Date thereafter. In the event of any such termination of a Service Schedule, Fuse Technology shall be entitled to invoice the Company for any non-cancellable expenses properly incurred in connection with such Service Schedule which Fuse Technology is unable to mitigate and any invoices related to such terminated Service Schedule shall be paid by the Company within thirty (30) calendar days of receipt of such invoice (and the amount payable by the Company shall in no event exceed the amount that would have

been due to Fuse Technology under the Service Schedule during the Initial Term). In the event of termination for convenience of any Service Schedule by the Company, Fuse Technology shall not be required to refund any payments previously made pursuant to such Service Schedule. In the event of termination for convenience of any Service Schedule by Fuse Technology, Fuse Technology shall be obligated to refund the Company any fees already paid for work not yet performed, including, a pro rata share of any payments made in advance with respect to Services to be performed over the course of a longer period of time.

- 8.7 For the purposes of Clause 8.5.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
- 8.8 The rights to terminate this Agreement given by this Clause 8 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach;
- 8.9 All provisions of this Agreement which are, expressly or by necessary implication, intended to survive termination shall remain in full force and effect on and following termination of this Agreement;
- 8.10 Either Party may terminate this Agreement in accordance with Clause 13.
- 8.11 **“Automatic renewal of a Service Schedule”**. Unless a Service Schedule expressly provides otherwise, at the end of the Initial Term and at the end of each subsequent renewal period each Service Schedule shall automatically renew for a further period of twelve months, unless either Party has given written notice of termination in accordance with Clause 8.4 or Clause 8.6. Fuse Technology shall use reasonable endeavours to notify the Company in writing not less than 30 calendar days before the last date on which such notice may be given in respect of the next Anniversary Date, but any failure to do so shall not affect the operation of Clause 8.6 or of this Clause 8.11.

9. Dispute Resolution

- 9.1 In the event of any disputes arising in respect of this Agreement, either Party may call an extraordinary meeting of the Parties by giving not less than 5 Business Days’ written notice to the other and each Party agrees to procure that a designated representative from its management team shall attend all extraordinary meetings called in accordance with this Clause 9;
- 9.2 The members of the relevant meeting shall use reasonable endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then either Party, by notice in writing to the other may refer the dispute to senior officers of the two Parties who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 calendar days of serving such notice. If the senior officers fail to resolve the dispute in the allotted time then either the dispute resolution procedures shall be deemed exhausted or the Parties shall, within that period, on the written request of either Party enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the Parties or, in default of such agreement within seven calendar days of receipt of such request, appointed at the request of either Party by the Centre for Effective Dispute Resolution (“CEDR”), or by such other similar body as the Parties may agree;
- 9.3 The Parties shall then submit to the supervision of the mediation by CEDR or a similar body for the exchange of relevant information and for setting the date for negotiations to begin;
- 9.4 Recourse to this dispute resolution procedure shall be binding on the Parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any Party’s rights to seek interlocutory relief (if in the opinion of a Party, such action is necessary to prevent irreparable damage) in the courts no Party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration (other than proceedings to recover any sum which is properly due and owing and which is not the subject of a bona fide dispute) until 21 calendar days after the Parties have failed to reach a binding settlement by mediation (at which point the Dispute Resolution procedure shall be deemed to be exhausted);
- 9.5 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be documented in writing and, once signed, by the duly Authorised Representative of each of the Parties, shall remain binding on the Parties. The **“Authorised Representative”** is a named individual from each Party, with authorisation from their respective Party to represent that Party;
- 9.6 The Parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the Parties equally;

10. Effects of Termination

Upon the termination of this Agreement for any reason:

- 10.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall be immediately payable;
- 10.2 Without prejudice to Clause 8.9, Clauses 1, 6.5, 11, 12, 14, 16, 18, 19, 24, 25 and 26, and those provisions of the Data Processing Agreement which are expressed to survive termination, shall remain in effect;
- 10.3 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect;
- 10.4 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 10.5 each Party shall (except to the extent referred to in Clause 10.3) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its

- possession or control which contain or record any Confidential Information (where this is reasonably practicable); should this Agreement be terminated by either Party under Clause 8.4, Fuse Technology will be entitled to invoice the Company for payment of costs properly incurred up to such termination date (which may include costs relating to hardware, software, technical services, telecommunications contracts and the balance of any fees which Fuse Technology have paid on behalf of the Company to Third Parties, which were spread over an agreed period of time and documented as part of the monthly service charge) but only to the extent that they are non-cancellable or cannot be reduced in any way by Fuse Technology
- 10.7 Upon termination, Fuse Technology will cooperate in good faith with the Company in relation to the transition to the Company or another supplier of the work conducted in relation to the Services, including the handover of any relevant documentation and credentials. Such cooperation is provided at no further cost to the Company up to a maximum of eight hours in aggregate. Any further transition assistance requested by the Company is chargeable at Fuse Technology's then-current professional services rate, and the provision of any transition assistance is conditional upon payment of all sums properly due and owing to Fuse Technology which are not subject to a bona fide dispute. Monitoring settings and any other existing intellectual property belonging to Fuse Technology and used to provide the Services will not be transferred to such supplier;

11. Confidentiality

- 11.1 Each Party undertakes that, except as provided by Clause 11.2 or as authorised in writing by the other Party, it shall, at all times:
- 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose any Confidential Information to any other person;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information;
 - 11.1.5 ensure that none of its workers, directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 11.1.
- 11.2 Either Party may:
- 11.2.1 disclose any Confidential Information to:
 - 11.2.1.1 any approved sub-contractor or supplier of that Party;
 - 11.2.1.2 any governmental or other authority or regulatory body; or
 - 11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons;
 to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in Clause 11.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made;
 - 11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

12. Non Solicitation

- 12.1 The Company acknowledges that Fuse Technology has incurred significant costs in recruitment and training its employees to enable them to provide the Services and vice versa. Accordingly, both Parties acknowledge that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, except for where such action is a result of a bona fide public recruitment process, neither Party shall entice or seek to employ or engage directly or indirectly (without the other Party's prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party's staff, including any of its subcontractors who have dealt with the other Party in the course of the negotiation, conclusion and performance of this Agreement and also including any staff in the other Party's Group;
- 12.2 Each Party acknowledges that damages may not be an adequate remedy for that Party if the other Party breaches this Clause 12, and the non-breaching Party will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach;
- 12.3 If any employee of a Party leaves the employment of that Party as a result of a breach of this Clause 12, and commences employment with, or provision of services to, the other Party or any other member of the other Party's Group it shall pay the non-breaching Party 50% of the higher of:-
- 12.3.1 the annual salary (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee at the date that they ceased to be an employee of non-breaching Party; or
 - 12.3.2 the annual salary of the employee at the time they commence employment by the breaching Party or other member of the breaching Party's Group.
- 12.4 Each Party acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of non-breaching Party's losses.

- 12.5 The parties agree that the provisions of this clause 12 will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following the termination of this Agreement.

13. Force Majeure

- 13.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider (ISP) failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question (an "event of force majeure"). Each Party shall, where the context permits, use all reasonable efforts to minimise the effects of the same and notify the other Party forthwith following it becoming aware of such an event of force majeure;
- 13.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or inability to carry out any obligations pursuant to this Agreement, and subject to the affected Party using all reasonable efforts to recommence performance where possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party's obligations, to the extent affected by the cause, will be suspended during the period that the cause persists. If the event of force majeure has subsisted for a period of 28 calendar days either Party may terminate the Agreement immediately and without penalty on written notice to the other.

14. Nature of the Agreement

- 14.1 Each Party shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through any other member of its Group, provided that any act or omission of that other member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question;
- 14.2 Subject to Clause 14.1 this Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the prior written consent of the other Party unless it is to another member of its Group;
- 14.3 This Agreement contains the agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties;
- 14.4 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation;
- 14.5 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision;
- 14.6 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision;
- 14.7 Any variation or amendment to this Agreement shall only be effected in writing and signed by each of the Parties;
- 14.8 Each of the Parties shall, at the request and cost of another Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of this Agreement;
- 14.9 Any act or omission of any subsidiary, workers, employee, contractor, representative or agent of any Party involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of that Party;
- 14.10 This Agreement may be executed in a number of counterparts and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Party;
- 14.11 Where required in the Service Schedule to provide a report or other written deliverables, Fuse Technology shall supply one copy of the report to the Company and grants them a non-exclusive license (without the right to sub-license) to use such materials for the term of this Agreement and thereafter for the purposes of the business of the Company. Fuse Technology shall own all copyright, database and other Intellectual Property Rights in such materials, subject to the rights in favour of the Company to use such materials under this Clause;
- 14.12 The Parties agree that, save for Documents created exclusively for the Company pursuant to the Service Schedule (rights in which shall be owned by the Company), all Intellectual Property Rights in all Fuse Technology's Documents shall vest in and belong to Fuse Technology and the Company shall at the request of Fuse Technology take all such steps and execute all such assignments and other documents as Fuse Technology may reasonably require to ensure that all such Intellectual Property Rights vest in and belong to Fuse Technology.

- 14.13 Except as expressly provided in Clause 26.3.2, no person who is not a Party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. Costs

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

16. Notices

- 16.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
- 16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 16.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 16.2.3 on the second business day following mailing, if mailed by national first class mail, postage prepaid; or
 - 16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Relationship of the Parties and Publicity

- 17.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose;
- 17.2 Neither Party shall use the trademarks or the name of the other Party in connection with any publicity or other materials without the prior written consent of the other Party;
- 17.3 Subject to any express provisions to the contrary in this Agreement, Fuse Technology shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.

18. Liability and Indemnity

- 18.1 Subject to clause 19, each Party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any Losses arising as a result of any material breach by the Indemnifying Party of this Agreement or of any applicable legal or regulatory requirements, but excluding any Losses to the extent that they arise as a result of the negligence, misrepresentation, fraud, breach of this Agreement or wilful default of the Indemnified Party or any of the Indemnified Party's agents, delegates, employees or officers;
- 18.2 Where the Party seeking indemnification under Clause 18.1 becomes aware of any facts, circumstances or matters whereby it is or may become liable to make a payment in connection with a Loss to which Clause 18.1 applies, it will inform the other Party in writing and in reasonable detail of those facts, circumstances or matters as soon as practicable after it first becomes aware of them;
- 18.3 Each Party shall, to the extent that it can do so lawfully and without prejudice to its own position, endeavour to take all reasonable steps with a view to mitigating any Losses suffered by it in relation to activities carried out pursuant to this Agreement.

19. Limitation Of Liability

- 19.1 Neither Party seeks to limit its liability (if any) in respect to the following: (i) fraud, or (ii) the death of, or personal injury to, any person caused by negligence, or (iii) where liability cannot be legally capped;
- 19.2 Subject to Clauses 19.1 and 23.6, each of the Company's and Fuse Technology's total aggregate liability under or in relation to this Agreement (and whether such liability arises due to breach of contract, negligence or for any other reason) shall not exceed the greater of (a) £250,000 and (b) an amount equal to 150% of the total Fees paid and payable by the Company under the relevant Service Schedule in the twelve months immediately preceding the first event giving rise to the liability, save that in respect of liability for physical loss of or damage to tangible property such liability shall not exceed £5,000,000;
- 19.3 Subject to Clause 19.1, the Company and Fuse Technology do not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to an indemnity, tort, negligence, breach of contract, misrepresentation or for any other reason) for any loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, indirect loss or damage, consequential loss or damage, loss(es) directly

or indirectly due to network access by third parties; or special loss or damage. For the purposes of this Clause 19 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss. The exclusion in this Clause 19.3 of liability for loss of, or loss of use of, any data does not apply to any claim arising under or in connection with the Data Processing Agreement.

20. Sub-Contracting

The Company accepts that in order for Fuse Technology to deliver the Services to the Company, Fuse Technology may subcontract parts of the Services, in accordance with clause 14.2, provided that any act or omission of a subcontractor shall, for all the purposes of this Agreement, be deemed to be the act or omission of Fuse Technology.

21. Set Off

The Company may not withhold payment of, or make any deduction from, any invoice or other amount due to Fuse Technology by reason of any right of set-off or counterclaim which the Company may have or allege to have, save in respect of any amount which is the subject of a bona fide dispute notified to Fuse Technology in writing in accordance with Clause 9.

22. Law and Jurisdiction

- 22.1 This Agreement shall be governed by, and construed in accordance with, the laws of England;
- 22.2 Subject to the dispute resolution procedure set out in Clause 9, any dispute between the Parties relating to this Agreement shall fall within the exclusive jurisdiction of the courts of England

23. Warranties

- 23.1 Fuse Technology warrants that it will use reasonable care and skill in performing the Services and to a standard which conforms to generally accepted industry standards and practices;
- 23.2 Fuse Technology warrants that all Workers involved in the performance of the Services shall be suitably skilled to perform the tasks assigned to them properly;
- 23.3 Fuse Technology warrants that the Services will comply in all material respects with any technical specifications set forth in the applicable specification of the Services;
- 23.4 Fuse Technology shall use reasonable endeavours to achieve any result, objective or deadline expressly stated in the applicable Service Schedule. Fuse Technology gives no warranty in respect of any result, objective or deadline which is not expressly stated in the applicable Service Schedule. Where a stated deadline cannot reasonably be met, the Parties shall agree a revised date in writing;
- 23.5 Fuse Technology warrants that it is either the sole beneficial owner of all Intellectual Property Rights in any work product produced by its Workers, employees or subcontractors in connection with or relating to this Agreement and/or the specifications of the Services or that Fuse Technology has the right to license the Intellectual Property Rights therein to the Company without any Third Party claims, loss, charges or encumbrances of any kind, and that Fuse Technology is free of any duties or obligations to Third Parties which may conflict with the terms of this Agreement. Fuse Technology indemnifies the Company against any Third Party Intellectual Property claim relating to the delivery of the Services;
- 23.6 The Company warrants to Fuse Technology that all the necessary licenses, permits, rights, consents, registrations, approvals and titles as are necessary in order for Fuse Technology to use or host any software, hardware, documentation or other materials provided by the Company for Fuse Technology's use in the provision of the Services to the Company, including any licenses that the Company is required to procure pursuant to any Services, shall be in full force and effect throughout the term of this Agreement and indemnifies Fuse Technology against any Third Party Intellectual Property claim relating to same;
- 23.7 Fuse Technology warrants to the Company that all the necessary licenses, permits, rights, consents, registrations, approvals and titles as are necessary in order for Fuse Technology to provide the Services to the Company, other than items subject to Clause 23.6, shall be in full force and effect throughout the term of this Agreement and indemnifies Company against any claim relating to same.

24. Data Protection

- 24.1 In this Clause, "Data Protection Laws" means all laws relating to data protection and privacy applicable to a Party, including the UK GDPR, the Data Protection Act 2018 and, where applicable, Regulation (EU) 2016/679 and the Swiss Federal Act on Data Protection. Terms used in this Clause which are defined in Data Protection Laws have the meanings given to them in those laws.
- 24.2 Where Fuse Technology processes personal data on behalf of the Company in connection with the Services, the Company is the controller and Fuse Technology is the processor.
- 24.3 The Parties shall enter into a Data Processing Agreement, which shall set out the subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subject, the technical and organisational measures maintained by Fuse Technology, the sub-processors authorised by the Company, and the transfer mechanisms applicable to any transfer of personal data outside the United Kingdom.

- 24.4 The Data Processing Agreement forms part of this Agreement and prevails over this Agreement and over any Service Schedule in relation to the processing of personal data.
- 24.5 Where no Data Processing Agreement has been executed, Fuse Technology shall, in respect of personal data processed on behalf of the Company: (a) process it only on the Company's documented instructions; (b) ensure that personnel with access to it are bound by obligations of confidentiality; (c) implement appropriate technical and organisational measures having regard to Article 32 of the UK GDPR; (d) notify the Company without undue delay on becoming aware of a personal data breach affecting it; (e) assist the Company, at the Company's cost, in responding to requests from data subjects and from supervisory authorities; and (f) on termination, at the Company's election, return or delete it, subject to any legal retention requirement and to the deletion functionality made available by any relevant third party platform.
- 24.6 The Company acknowledges that the provision of the Services requires Fuse Technology to engage sub-processors, including cloud service providers and other members of the Fuse Technology group, and to permit access to personal data from the locations identified in the Data Processing Agreement. The Company's authorisation of those sub-processors and those locations is given in the Data Processing Agreement, and Clauses 14.2 and 20 apply subject to it.
- 24.7 The Company warrants that it has a lawful basis for the processing it instructs, and that it has given all notices and obtained all consents necessary for Fuse Technology and its sub-processors to process personal data as contemplated by this Agreement.
- 24.8 Each Party is responsible for its own compliance with Data Protection Laws. Nothing in this Clause requires Fuse Technology to act as controller in respect of personal data processed on behalf of the Company, or to notify a supervisory authority or any data subject on the Company's behalf except on the Company's written instruction.

25. **Ownership; No Implied Licenses**

- 25.1 As between Fuse Technology and Company, Fuse Technology owns and shall continue to own all rights in the Fuse technology, any inventions and improvements thereto made by Fuse Technology, its Workers, contractors or agents. No implied licenses or any other right or license under any Intellectual Property Rights of Fuse Technology are made under this Agreement except as expressly set forth in the Agreement or Service Schedule.

26. **Anti-Bribery, Anti-Corruption, Anti-Money Laundering (AML)**

- 26.1 Fuse Technology will, and will procure that its sub-contractors and staff will:
 - 26.1.1 not commit any act or omission which causes or could cause it, the Company Group to breach or commit an offence under any applicable laws relating to anti-bribery and/or anti-corruption and/or AML;
 - 26.1.2 comply with all applicable laws relating to anti-bribery and/or anti-corruption and/or AML and with the Company's own anti-corruption policy as updated from time to time and provided to Fuse Technology;
 - 26.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this Clause 26, and permit the Company to inspect those records as required, in accordance with Clause 26.2;
 - 26.1.4 promptly notify the Company of:
 - 26.1.4.1 any request or demand for any financial or other advantage received by it or any other person who performs services for or on behalf of it in connection with this Agreement; and
 - 26.1.4.2 any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with this Agreement; and
 - 26.1.4.3 promptly notify the Company of any breach of this Clause 26.
- 26.2 Fuse Technology will, on not less than 30 days' written notice and not more than once in any 12 month period, permit the Company and any relevant regulator reasonable access during Business Days to Fuse Technology's premises, personnel, systems, books and records to the extent reasonably required to verify Fuse Technology's compliance with this Clause 26, subject to the Company bearing its own costs and to such access not compromising the confidentiality or security of any other client's data.
- 26.3 Fuse Technology will include in any subcontract which it enters into in connection with this Agreement:
 - 26.3.1 a clause equivalent to this clause 26; and
 - 26.3.2 a right under the Contracts (Rights of Third Parties) Act 1999 for the Company to exercise equivalent rights over the sub-contractor to those which it exercises over Fuse Technology in this clause 26.
- 26.4 The Company may terminate this Agreement immediately by giving written notice to that effect to Fuse Technology if Fuse Technology is in breach of this Clause 26 or if the Company has reasonable cause to believe that such a breach has occurred or may occur.
- 26.5 Fuse Technology will indemnify, keep indemnified and hold harmless the Company Group in full and on demand from and against all liabilities which the Company Group incurs or suffers directly or indirectly in any way whatsoever as a result of:
 - 26.5.1 any breach by Fuse Technology of any of its obligations under clause 26, and/or

26.5.2 any breach by any sub-contractors and its staff of any equivalent provisions contained in the relevant sub-contract,
but this indemnity will not apply to any Liabilities to the extent incurred or suffered as a result of any Company Group member's criminal liability.