

CYSIAM Standard Terms of Business

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Agreement means these Terms of Business, together with each Scope of Work, and any annexures or other documents expressly incorporated by reference;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Client means CYSIAM's client, as set out in a Scope of Work, for whose benefit the Consultancy Services are provided;

Client Materials means any documents, content and materials provided by or on behalf of the Client in connection with the performance of the Consultancy Services;

Confidential Information means any and all information in any form whatsoever relating to a party, their Group Companies, or its or their business, prospective business, finances, technical process, computer software (both source code and object code) and Intellectual Property Rights, or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession as a result of the provision of the Consultancy Services, and which the disclosing party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be obtained directly from any such information (including, without limitation, the provisions or subject matter of this Agreement, the negotiations relating to this Agreement, and the operations, processes, plans, product information, Intellectual Property Rights, software, market opportunities and customers);

Consultancy Services means the professional consultancy services to be provided to the Client by CYSIAM, as described in the applicable Scope of Work or otherwise agreed by the parties in writing;

CYSIAM means CYSIAM Limited incorporated and registered in England and Wales with company number 11422969 whose registered office is at 1 New Street, Wells, Somerset, England, BA5 2LA;

Data Protection Legislation means the General Data Protection Regulation 2016/679 including as transposed into UK law pursuant to the European Union (Withdrawal) Act 2018, Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations (2003), as each are amended or replaced from time to time;

Deliverables means any outputs of the Consultancy Services, including those specified in a Scope of Work or otherwise agreed in writing by the parties;

Effective Date means the date on which the initial Scope of Work is signed by or on behalf of both parties;

Fees means the fees payable by the Client to CYSIAM pursuant to this Agreement, as set out in the applicable Scope of Work;

Group Company means any holding company or any subsidiary of the Client, where "holding company" and "subsidiary" shall have

the meanings ascribed to them in Section 1159 of the Companies Act 2006;

Intellectual Property Rights means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, rights in computer software, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;

Scope of Work means CYSIAM's initial letter of engagement signed or otherwise accepted by the Client by which CYSIAM is appointed to perform Consultancy Services pursuant to these Terms of Business and subsequently each written scope of work setting out the Consultancy Services to be provided by CYSIAM to which these Terms of Business shall apply;

Third Party Materials any third party goods, software (including open source software), documents and materials comprised in the Deliverables or otherwise used in the performance of the Consultancy Services; and

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.2 Interpretation. Unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement;
- (b) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
- (e) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (f) a reference to a statute or statutory provision is a

reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation in force from time to time;

(g) references to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement;

(h) a reference to writing or written includes post and email.

2. Services

2.1 CYSIAM agrees to supply, and the Client agrees to purchase, the Consultancy Services on the terms set out herein.

2.2 The Client may request Consultancy Services from CYSIAM from time to time by submitting a request to CYSIAM. Each request shall include an adequate description of the services required, including proposed Deliverables, any relevant specification(s), and timescale(s) for performance. Where the Client submits such a request:

(a) CYSIAM shall, as soon as reasonably practicable, either provide a quotation setting out either the fixed fees or an estimate of the time and materials for such Consultancy Services or notify the Client if it is unable or unwilling to provide the requested Consultancy Services; and

(b) on acceptance of an estimate, the parties agree that they shall be bound to provide and receive the relevant Consultancy Services and the Client shall pay the Fees for such Consultancy Services, all in accordance with this Agreement.

2.3 For the purposes of clause 2.2, the Client warrants and represents that any person submitting a request on behalf of the Client has the requisite authority to do so and to bind the Client to this Agreement.

2.4 CYSIAM may propose Consultancy Services to the Client from time to time. If accepted by a representative of the Client, CYSIAM shall perform such Consultancy Services pursuant to this Agreement.

2.5 CYSIAM shall provide the Consultancy Services:

(a) in accordance with this Agreement, good industry practice, and any standards or specifications agreed in writing between the parties from time to time;

(b) in accordance with all applicable laws and regulations;

(c) with reasonable care and skill; and

(d) using suitably skilled and qualified personnel.

3. Client Obligations

3.1 The Client shall cooperate with CYSIAM and provide it with or procure for it such information, access and assistance as CYSIAM shall reasonably require to enable it to provide the Consultancy Services, including as set out in the applicable Scope of Work and any applicable Client Materials.

3.2 CYSIAM shall have no liability for any failure to provide or delay in providing the Consultancy Services in accordance with the terms of this Agreement to the extent such failure or delay results directly from the failure of the Client or its personnel to comply with any of its obligations under this Agreement.

4. Fees and Payment

4.1 The Client shall pay the Fees as set out in the applicable Scope of Work or otherwise agreed in writing, as those Fees may be varied in accordance with this Agreement.

4.2 Where the Fees are calculated on a time and materials basis, CYSIAM shall keep complete and accurate records of the time spent on the performance of the Consultancy Services and provide a copy of such records to the Client on request.

4.3 Unless otherwise specified in the applicable Scope of Work or agreed by the parties in writing, CYSIAM shall invoice the Client for the Consultancy Services monthly in arrears where the Fees are calculated on a time and material basis or, where the Fees are fixed, upon completion of the Consultancy Services.

4.4 CYSIAM may invoice the Client for any additional charges and expenses, including one-off or ad-hoc Fees, including all reasonable travel, accommodation and other expenses incurred relating to the delivery of the Consultancy Services, in arrears as and when those charges and expenses are incurred.

4.5 The Client shall pay invoices in full, without deduction or set-off, within 15 days of the date of invoice in cleared funds to the bank account nominated in writing by CYSIAM.

4.6 If a party fails to pay any amount due to the other (excluding any amount contested in good faith) by the due date for payment, interest shall accrue on any outstanding amount at the rate of eight per cent (8%) per annum above the Bank of England's base lending rate from time to time from the due date for payment until the payment is made in full, whether before or after judgment. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due.

4.7 The Client shall, on receipt of a valid VAT invoice from CYSIAM, pay to CYSIAM such additional amounts in respect of VAT as are chargeable on a supply of the Consultancy Services.

4.8 Without prejudice to any other rights or remedies it may have, in the event that any Fees are overdue, CYSIAM may suspend provision of the Consultancy Services and/or withhold any Deliverables without liability to the Client unless and until all undisputed overdue Fees are paid in full (together with applicable interest).

5. Warranties

5.1 CYSIAM warrants to the Client that:

- (a) any Deliverables provided under this Agreement (but excluding any Client Materials and Third Party Materials) will not infringe the Intellectual Property Rights of any third party;
- (b) it has the right to enter into, and to provide the Consultancy Services set out in, this Agreement; and
- (c) it has in place, and shall maintain throughout the term of this Agreement, all rights, permissions, licences, consents and approvals necessary to comply with its obligations under this Agreement.
- 5.2 The Client warrants to CYSIAM that:
- (a) it has the right to enter into this Agreement; and
- (b) any Client Materials provided under this Agreement will not infringe the Intellectual Property Rights of any third party.
- 5.3 Save as expressly set out herein, all warranties, conditions and other terms, whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 6. Intellectual Property Rights**
- 6.1 All Intellectual Property Rights owned or licensed by a party prior to the commencement of the Services shall remain the property of that party (or its licensors). Nothing in this Agreement shall, or shall be deemed to, transfer any ownership of any such Intellectual Property Rights.
- 6.2 The Client acknowledges and agrees that CYSIAM and/or its licensors own all Intellectual Property Rights in the Consultancy Services and, to the extent necessary for the Client to receive the Consultancy Services, CYSIAM grants the Client a limited, non-exclusive licence to use such Intellectual Property Rights during the term of this Agreement.
- 6.3 The Client hereby grants CYSIAM a non-exclusive, worldwide, royalty-free licence to use, modify and adapt the Client Materials as necessary for the proper performance of the Consultancy Services.
- 6.4 Save as expressly set out herein, neither party grants or licenses any Intellectual Property Rights to the other.
- 7. Confidentiality**
- 7.1 Each party undertakes that it shall not at any time, use (other than to exercise its rights and obligations under this Agreement) or disclose to any person any Confidential Information, except as permitted by clause 7.2. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 7.2 A party may disclose the other's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. It shall ensure that its employees, officers, representatives or advisers to whom it discloses the Confidential Information comply with this clause 7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8. Liability and Disclaimers**
- 8.1 The Client shall be responsible for the health and safety of all personnel on its premises and agrees to indemnify and hold harmless CYSIAM against all claims by or in respect of any employees, subcontractors, agents or contractors in respect of death or personal injury suffered whilst working at the Client's premises, or caused as a result of the Client's breach of statutory duty or negligence, provided that this indemnity shall not apply to the extent any such claim is caused by CYSIAM's breach of statutory duty or negligence.
- 8.2 Subject to clause 8.5 below, CYSIAM shall not be liable for any indirect loss, consequential loss, or any loss of profit, loss of revenue, wasted management time, failure to achieve anticipated savings, loss or corruption of data or loss of goodwill, business interruption, or account for profit (in each case whether direct or indirect) arising in any way in connection with this Agreement.
- 8.3 Subject to clause 8.2 and 8.5, no matter how many claims are made and whatever the basis of such claims, CYSIAM's maximum aggregate liability to the Client under or in connection with each Scope of Work, whether such claim arises in contract or in tort (including negligence) or otherwise shall not exceed the Fees paid or payable to CYSIAM by the Client under the applicable Scope of Work in which the claim arose.
- 8.4 The Client acknowledges and agrees that:
- (a) the nature of the Consultancy Services may involve CYSIAM using computers to secure access to the Client's programs and/or data, including for the purposes of vulnerability assessment and penetration testing. The Client hereby unconditionally consents to the same and agrees that CYSIAM's performance of the Consultancy Services shall not contravene the Computer Misuse Act 1990 (and/or any equivalent or replacement laws or regulations);
- (b) CYSIAM shall not be liable for any consequential effects, results or findings (including any identified vulnerabilities) in the Client's systems, programs and/or data as a result of the performance of the Consultancy Services; and

(c) whilst CYSIAM may provide advice and guidance relating to the security of the Client's systems, programs and data, it shall remain the Client's responsibility to ensure its security measures are appropriate, and effectively implemented and enforced, to meet the Client's needs and CYSIAM shall have no liability in connection with any failure of the Client to implement and maintain appropriate controls; and

(d) except to the extent directly caused by CYSIAM's own negligence, CYSIAM shall not be liable for any incidents that occur in relation to the Client's systems, programs and/or data,

and this shall be without prejudice to any specific terms as agreed in a Scope of Work.

8.5 The Client acknowledges that Third Party Materials supplied as part of, or in addition to, the Consultancy Services shall be subject to any additional terms and conditions notified to the Client. The Client agrees to comply with any terms and conditions relating to such Third Party Materials.

8.6 None of the clauses in this clause 8 above shall apply so as to exclude or restrict liability for:

- (a) death or personal injury resulting from the negligence of CYSIAM or its appointed agents;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matters for which it is illegal to limit or exclude liability.

9. Term and Termination

9.1 This Agreement shall come into force on the Effective Date and shall continue for an initial term of one (1) year (**Initial Term**). Thereafter, it shall continue for successive one (1) year periods (each a **Renewal Term**), unless and until terminated by either party giving no less than three (3) months' written notice to the other, such notice to expire at the end of the Initial Term or then current Renewal Term.

9.2 Either party may terminate this Agreement immediately at any time on written notice to the other if the other:

- (a) commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation,

administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or

- (c) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.3 Termination by either party in accordance with the rights contained in this clause shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

9.4 Clauses 4, 5, 6, 7, 8, 9.5, 10.10 and 11 shall survive any effective termination of this Agreement.

9.5 In the event of termination or expiry of this Agreement for whatever reason and howsoever caused:

- (a) all licences granted by one party to the other shall immediately cease;
- (b) all outstanding sums shall become due immediately on termination and all Fees correctly due and payable but not yet invoiced, may be immediately invoiced and shall be payable in accordance with the terms of clause 4; and
- (c) each party shall return to the other all Intellectual Property Rights and Confidential Information of the other then in its possession or control (or, at the owning party's request, securely and permanently destroy such materials and certify in writing that it has done so).

10. Data Protection

For the purposes of this clause 10, the terms "Controller", "Processor", "Data Subject", "Personal Data" and "Processing/process" shall have the meaning given to them in the Data Protection Legislation.

10.1 Each party warrants that it shall comply with the Data Protection Legislation in the performance of this Agreement. To the extent that the Client Materials contain Personal Data and CYSIAM processes such Personal Data on behalf of the Client, the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and CYSIAM acts as the Data Processor of such Personal Data ("**Client Personal Data**"). The Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Personal Data provided to CYSIAM.

10.2 **Instructions.** CYSIAM shall process Client Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Consultancy Services and in accordance with the Client's instructions from time to time and shall not process the Client Personal Data for any other purpose. If CYSIAM believes that any instruction received by it from the Client is likely to infringe the Data Protection Legislation it shall promptly inform the Client and be entitled to cease to provide the relevant Consultancy Services until the parties have agreed appropriate amended instructions which are not infringing.

- 10.3 **Security.** Taking into account the state of technical development and the nature of processing, CYSIAM shall implement and maintain the technical and organisational measures to protect the Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 10.4 **Sub-processing.** CYSIAM shall be entitled to appoint agents, subcontractors or other CYSIAMs to act as sub-processors in relation to the Client Personal Data provided that it:
- (a) notifies the Client of any changes to its sub-processors and gives the Client a reasonable opportunity to object to such changes;
 - (b) prior to any sub-processor carrying out any processing activities in respect of the Client Personal Data, appoints such sub-processor under a written contract containing materially the same obligations as under this clause 10; and
 - (c) remains fully liable to the Client for all the acts and omissions of each sub-processor as if they were its own.
- 10.5 **Personnel.** CYSIAM shall ensure that all employees, agents or other persons acting for CYSIAM with access to Client Personal Data:
- (a) are informed of the confidential nature of the Client Personal Data and are subject to a binding written contractual obligation to keep the Client Personal Data confidential; and
 - (b) shall only have access to such part or parts of the Client Personal Data as is strictly necessary for performance of that person's duties.
- 10.6 **International transfers.** CYSIAM shall not transfer the Client Personal Data outside the European Economic Area without the prior written consent of the Client.
- 10.7 **Breach.** CYSIAM shall promptly inform the Client if any Client Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. CYSIAM shall not be responsible for any loss, destruction, alteration or disclosure of Client Personal Data caused by any third party (except those third parties sub-contracted by CYSIAM to perform services related to Client Personal Data maintenance and back-up).
- 10.8 **Audits.** CYSIAM shall, in accordance with the Data Protection Legislation, make available to the Client such information that is in its possession or control as is necessary to demonstrate CYSIAM's compliance with the obligations placed on it under this clause and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Legislation), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period).
- 10.9 **Assistance.** CYSIAM shall:
- (a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Client may require in relation to the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and
 - (b) provide such information, co-operation and other assistance to the Client as the Client reasonably requires (taking into account the nature of processing and the information available to CYSIAM) to ensure compliance with the Client's obligations under Data Protection Legislation.
- 10.10 **Deletion/return.** At the end of the provision of the Consultancy Services relating to the processing of Client Personal Data, at the Client's cost and the Client's option, CYSIAM shall either return all of the Client Personal Data to the Client or securely dispose of the Client Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires CYSIAM to retain such Client Personal Data.
- 10.11 The Client warrants to CYSIAM that it has all consents or other lawful bases, and has otherwise complied with all requirements in the Data Protection Legislation, necessary for CYSIAM to process the Client Personal Data in order to deliver the Consultancy Services.
- 11. General**
- 11.1 **Entire Agreement.** This Agreement together with any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein.
- 11.2 **Variation.** No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.
- 11.3 **Severance.** If any provision of these terms or part thereof is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 11.4 **Assignment.** The rights and obligations of the Client under this Agreement are personal to the Client and the Client undertakes that it shall not, without the prior written consent of CYSIAM, assign, lease, charge, sub-Licence, or otherwise transfer such rights and obligations in whole or in part. CYSIAM may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 11.5 **Notices.** Any notice given pursuant hereto may be served personally, be sent by pre-paid registered letter or recorded delivery to the addresses given here above or by email to a pre-agreed recipient. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid or, if emailed, at 9.00 am on the next business day after transmission (provided no notice of rejection/non-receipt has been received).
- 11.6 **Force Majeure.** Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays

- or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 11.7 **Waiver.** Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 11.8 **No partnership or agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 11.9 **Third parties.** A person who is not a party to this Agreement shall not have any rights to enforce its terms.
- 11.10 **Marketing and publicity.** Neither party shall be entitled to make any press releases or public statements regarding the other party or the terms of this Agreement without the other party's prior written consent.
- 11.11 **Compliance.** To the extent that the Client is granted access to software or systems licensed by CYSIAM, it agrees to comply with all United States, United Kingdom and European Union export control laws, regulations and rules. The Client warrants that it and its members and any parent and subsidiary companies and their members are not located or incorporated in any country subject to a United States, United Kingdom or European Union embargo.
- 11.12 **Bribery and corruption.** The parties undertake to comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 11.13 **Non-solicitation.** For the duration of this Agreement and for a period of 12 months following its termination or expiry, the Client shall not, whether by itself or through any employees, agents or any other person and whether on its own behalf or on behalf of or in conjunction with any other person, directly or indirectly solicit or entice away, or attempt to do so, any director or employee of CYSIAM, whether or not such person would commit a breach of his contract of employment by reason of leaving the service of their employer. If the Client breaches this clause, it agrees to pay to CYSIAM an amount equal to six (6) months' salary of the relevant employee, as liquidated damages.
- 11.14 **Dispute resolution.** In the event of any dispute arising under or in connection with this Agreement, the parties designated contact(s) from time to time shall endeavour to resolve such dispute informally. In the case of non-resolution, the parties will meet to attempt in good faith to resolve any disputes, promptly within thirty days by negotiations between senior executives (or equivalent) of the parties who have authority to settle the dispute. If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute through mediation or an executive tribunal or other dispute resolution technique.
- 11.15 **Governing law and jurisdiction.** This agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.