

1. DEFINITIONS

1.1 In these Conditions the following expressions shall have the following meanings:

“Change” means any change to the scope of the Services agreed in accordance with clause 4.1 or determined by the Company in accordance with clause 4.2.

“Client” means the person described as such in the Proposal or if not so described the person who has agreed to purchase the Services;

“Company” means ProCheckUp Ltd of 78 New Oxford Street London WC1A 1HB, Company No. 03843730 and its successors or assigns;

“Company Data” means all data and information supplied by the Company to the Client during the performance of this Contract;

“Company Materials” means the Company Data, the Company Software, and Hardware owned by the Company and all other materials, equipment, documents and other property of the Company

“Company Software” means any software used by the Company in the provision of the Services and in which the Company has Intellectual Property Rights or for which the Company has obtained a licence from a third party;

“Confidential Information” shall include all business, financial and operational information of a secret and proprietary nature relating to the business of either party which may be or may have been disclosed to the other party, subject to the provisions of Clause 19.3;

“Contract” means the agreement between the Company and the Client for the sale and/or the provision of services comprising these Conditions and the Proposal;

“Intellectual Property Rights” means all rights in inventions, patents, trade marks, service marks, trade names, rights in designs, copyrights, (including rights in computer software) rights in know-how, moral rights, rights in confidential information, rights in databases, compilation rights and topography rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world (whether or not any of these is registered and including application for registration of any such thing);

“Hardware” means any hardware owned by the Company and used in the provision of the Services;

“Proposal” means the detailed document produced by the Company setting out the Client’s requirements and the price for the Services and included in Schedule 1 to these Conditions. In the event that there is more than one Proposal, each of those Proposals shall be deemed to be included in Schedule 1 and these Conditions shall apply to each such Proposal;

“Services” means the services described in the Proposal to be provided by the Company including any work to be carried out by the Company;

“Term” means the period of time specified in the Proposal for the duration of the Contract, commencing on the date on which these Conditions are signed by both parties.

1.2 In the event of any inconsistency between the provisions of these Conditions and the provisions of any Proposal, these Conditions shall prevail.

2. BASIS OF CONTRACT

2.1 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company’s catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3. SERVICES

- 3.1 The Company agrees to supply and the Client agrees to purchase the Services subject to the terms of this Contract.
- 3.2 The Company shall provide the Services with reasonable care and skill.
- 3.3 The Client's attention is drawn to any clause(s) of the Proposal, which sets out the exclusions that apply in the provision of the Services. Further, the Company does not warrant that the Services will detect or address every security issue and in particular, non-published forms of unauthorised access, means of access and their solutions are excluded from the scope of the Services.

4. CHANGES TO THE SERVICES

- 4.1 At any time during the Term, the Client may request changes to the Services (whether on its own initiative or acting upon a recommendation by the Company). The Company shall thereupon promptly prepare at the Client's expense an estimate of the cost of implementing the Change and an outline implementation plan. The parties shall then enter into bona fide discussions as to the practicality and desirability of the Change and shall seek to agree whether or not to proceed with the Change at the Client's expense; and if so, the procedure for doing so and the respective responsibilities of the Client and the Company for its implementation. In the absence of any such agreement, the Services shall remain unchanged.
- 4.2 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement and the Company shall notify the Client in any such event.
- 4.3 The Contract shall be modified to the extent necessary to give effect to each Change. The Company shall incorporate the Change in the Proposal and in any other documentation to be modified and provide the Client with revised documents for execution. The Client shall sign and return those documents to the Company as soon as reasonably practicable.

5. WARRANTIES AND CONSENTS

- 5.1 The Client hereby consents to the provision of the Services (**Consent**).
- 5.2 The Client warrants and represents to the Company that:
- (i) the Client has taken all necessary actions and has all requisite power and authority to enter into and perform this Contract in accordance with its terms and to provide the Consent;
 - (ii) this Contract constitutes (or shall constitute when executed) valid, legal and binding obligations on the Client in accordance with its terms;
 - (iii) the execution and delivery by the Client of this Contract, compliance with its terms and the provision of the Consent shall not breach or constitute a default under the Client's articles of association, or any other agreement or instrument to which the Client is a party or by which the Client is bound;
 - (iv) the engagement of the Company and the provision of the Services is not subject to the licence, consent, permit or authorisation (**Approval**) of any other person or where it is, the Client has obtained the necessary Approval;
 - (v) the Client is entitled to grant the Company access to its systems, databases, networks and otherwise to permit the Company to do all things reasonably necessary to be done in order for the Company to perform the Services,
 - (vi) the Client holds all Approvals necessary to carry on its business in the places and in the manner in which it is carried on at the date of this Contract;

- (vii) each of the Approvals referred to in clause 4.2(iv) and 4.2(vi) is valid and subsisting, and the Company is not in breach of the terms or conditions of such Approvals (or any of them);
- (viii) there is no reason why any of the Approvals referred to in clause 4.2(iv) and 4.2(vi) may be revoked, suspended or cancelled (in whole or in part), or may not be renewed on the same terms; and
- (ix) the scope of the Services does not constitute a breach of any applicable laws and regulations of any relevant jurisdiction.

6. PRICE AND PAYMENT TERMS

- 6.1 The price of the Services is specified in the Proposal and is exclusive of value added tax (VAT), which shall be added to the Company's invoice.
- 6.2 The Company shall invoice the Client for the price of the Services plus any applicable VAT on or after completion of the Services. Payment will be made by the Client within 30 days after the end of the month in which the invoice is dated.
- 6.3 Notwithstanding any other provision of this Contract if the Client fails to make any payment on the due date then without prejudice to any other right or remedy available to it the Company will be entitled to:
- (i) cancel any discount that may have been granted to the Client in respect of the price of the Services, whereupon the Client shall become liable to the price for the Services in full; and
 - (ii) charge the Client interest (both before and after any judgement) on the amount unpaid at the rate of 2% per annum above Lloyds Bank base rate from time to time in force (or at the rate of 15% per annum in the event of such base rate being abolished or such lesser amount as is the maximum permissible by law) until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).
- 6.4 The Client acknowledges that the Company incurs expense in allocating resources to the performance of the Services which may not be readily deployed on other Company projects in the event of the termination of the Contract by the Client. As such, where the Client terminates the Contract, the Company may invoice the Client for 30% of the total price of the Services, in addition to any charge payable in relation to any portion of the Services that may have been supplied prior to the date of termination.

7. CLIENT UNDERTAKINGS

- 7.1 The Client:
- (a) shall ensure that the terms of the Proposal and any other information that it provides in respect of the Services are complete and accurate;
 - (b) shall co-operate with the Company in all matters relating to the Services;
 - (c) shall provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation (where the Services are to be supplied onsite) and other facilities as reasonably required by the Company in the provision of the Services;
 - (d) shall provide the Company with such information and materials as the Company may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects;
 - (e) shall prepare the Client's premises and systems for the supply of the Services;

- (f) shall obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) shall not maintain, alter or modify, nor allow any third party to maintain, alter or modify, any of the Company Software or Hardware that is owned by the Company, with the Company's prior written consent;
- (h) undertakes not to re-sell, re-supply, sub-licence, lease, rent, assign or transfer the Company Software or any portion of it or copy, modify, adapt, decompile, disassemble or reverse-engineer the Company Software or any portion of it (to the extent that such restrictions are permissible);
- (i) keep and maintain all Company Materials at the Client's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Client's written instructions or authorisation;
- (j) notify the Company of all security, health and safety and other guidelines and procedures (**Procedures**) that apply at the Client's premises (where the Services are to be provided onsite) along with any Procedures which are to be followed by the Company in the provision of the Services; and
- (k) sign by return a job schedule form which provides permission for the Company's employees and agents to access the computer systems of the Client as required under the terms of the Computer misuse Act 1990. The Client signatory will confirm that they have the authority to grant permission for the systems involved, and the permission is limited to the systems involved within an agreed timescale.

7.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

8. LIMITATION OF LIABILITY

- 8.1 Other than those expressly included in this Contract, all warranties, representations, conditions, terms and undertakings, whether express or implied, statutory or otherwise in respect of the Services are hereby excluded to the fullest extent permitted by law.
- 8.2 The Client acknowledges and accepts that due to the nature of the Services and the conditions in which they are performed, the systems, databases, networks and otherwise of the Client may be adversely affected or even taken down (**Disruption**) and that the Company shall have no liability to the Client in respect of any such Disruption.
- 8.3 Any liability of the Company under this Contract shall be limited to losses arising directly out of:
 - (a) any breach by the Company of the terms and conditions of this Agreement; and/or

(b) the Company's negligence or wilful misconduct.

8.4 The Company shall not be liable under this Contract:

(a) unless the Company is given notice in writing of any matter which may give rise to a claim against the Company within 90 days of the Client becoming aware of the circumstances giving rise to the claim;

(b) for any damage or loss arising as a result of the Client failing to follow any instructions relating to the Services; and

(c) if the total price for the Services has not been paid in full by the due date for payment.

8.5 The Company's total liability under the Contract shall not exceed £3,000,000 per claim or series of related claims and a claim shall be related to another if a number of events give rise to the same loss.

8.6 Nothing in this Contract shall limit or exclude the Company's liability for fraud, or for death or personal injury caused by the Company's negligence or that of its servants or agents.

9. INSURANCE

9.1 The Company has the following insurance policies in place:

(a) employers' liability insurance with a limit of not less than £10,000,000 Sterling in respect of each and every claim;

(b) public and products liability insurance with a limit of not less than £5,000,000 Sterling in respect of each and every claim, and, for products liability insurance only, subject to an annual aggregate limit of not less than £3,000,000 Sterling; and

(c) professional indemnity insurance with a limit of not less than £3,000,000 Sterling in respect of each and every claim. Where the insurance is subject to an annual aggregate limit, this shall be not less than £3,000,000 Sterling.

10. TITLE, PROPRIETARY RIGHTS AND LICENCES

10.1 Nothing in this Agreement shall amount to a licence of any Company Materials in favour of the Client, nor transfer to, or vest in the Client any Intellectual Property Rights in any of the Services or Company Materials, provided that the Client shall have a non-transferable, worldwide, perpetual licence to use any report supplied by the Company to the Client in the provision of the Services only for the Client's own business purposes and not for resale or re-supply to any third party.

10.2 All Intellectual Property Rights in the Services and Company Materials shall remain vested in the owners thereof.

10.3 The Client agrees to enter into such software and other licences as shall be reasonably required in connection with the Services.

11. TERMINATION

11.1 This Contract shall commence on the first day of the Term and continue unless terminated by either party in accordance with the terms of the Proposal, or clause 11.2 below.

11.2 This Contract may be terminated or suspended:

(i) by the Company, if the Client fails to pay any sum to the Company when due; or

- (ii) by the Company in the event that it believes that Services are in breach of any applicable laws and regulations of any relevant jurisdiction;
 - (iii) by the Company in the event that the Company has failed to provide any consent or approval required under the terms of this Contract, or such consent or approval is revoked;
 - (iv) by either party if the other fails to remedy any breach or non-performance by it of the Contract (if capable of remedy) within 30 days of receiving notice to do so; or
 - (v) by either party if the other party is or is deemed to be insolvent or steps are taken to propose any composition scheme or arrangement involving the other party and its creditors, or to obtain an administration order or to appoint any administrative or other receiver or manager of the other party or any of its property or otherwise enforce any security over the other party's property or repossess its assets or file a petition in bankruptcy or to wind-up or dissolve the other party or sequester its estate or, if done outside England, anything corresponding to any of the above occurs.
- 11.3 The Client may terminate this Contract immediately upon providing written notice to the Company, in which case the cancellation fees set out in clause 11.4 shall apply.
- 11.4 Any termination of this Contract shall not affect the accrued rights or liabilities of either party nor the coming into force or continuation of any provision which is expressly or by implication intended to come into or continue in force after such termination.
- 11.5 Subject to clauses the other provisions of this clause 11, this contract shall terminate upon completion of the Services, which shall be evidenced by the final report submitted by the Company to the Client.

12 VARIATIONS TO THE CONTRACT

- 12.1 This Contract constitutes the whole Contract between the parties in relation to its subject matter and supersedes all previous representations, understandings, arrangements and other agreements that may have been given or made between the parties and to the exclusion of any other terms and conditions whether contained in or referred to in the Client's order or correspondence or otherwise. Nothing in this Contract is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term contained in this Contract and no person other than a party to this Contract may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 or any such other law or regulatory provision.
- 12.2 This Contract may only be varied in writing signed by both parties, and no order of the Client is accepted by the Company unless confirmed by the Company in writing, which order shall be subject only to the terms of this Contract and not any terms contained in such order.

13. FORCE MAJEURE

No party shall be liable for failure to perform its obligations under this Contract (save for the obligation of the Client to pay the Company) if the failure results from circumstances beyond its reasonable control.

14. WAIVER

No waiver by either party of any breach of this Contract by the other party shall operate as a waiver of any other breach nor shall the innocent party's rights and remedies be prejudiced by any indulgence or forbearance granted to the other party.

15. SEVERABILITY

If at any time one or more of the provisions of the Contract is held invalid illegal or unenforceable in any respects such provision or part thereof shall be deemed not to be included in the Contract and the validity

and enforceability of the remaining provisions shall not be affected or impaired thereby, provided that the Company is not thereby deprived of payment and the Client is not thereby deprived of the substance of the Services.

16. NOTICES

Any notices shall be in writing and may be given by delivering or sending the same by pre-paid recorded delivery or first class post, in the case of the Company to its registered office, and in the case of the Client to its address stated in the Proposal or as notified from time to time. Any notices sent by pre-paid delivery or first class post shall be deemed to have been served twenty four hours after posting.

17. CONFIDENTIALITY

- 17.1 No public announcement, press release, communication or circular concerning this Contract will be made or sent by either party without the other party's prior written consent, which shall not be unreasonably withheld or delayed.
- 17.2 Each party acknowledges that Confidential Information may be disclosed to it or otherwise come to its attention. Each party ("the receiving party") agrees and undertakes that it will hold any Confidential Information in complete confidence and will not disclose it in whole or in part at any time to any third party, nor use Confidential Information for any purpose other than the performance of its obligations under this Contract, with the exception of any disclosures made to the receiving party's affiliates, advisors, representatives, auditors and other service providers on a need-to-know basis. This provision shall survive the termination of this Contract for any reason for a period of 2 years commencing immediately on the date of such termination.
- 17.3 Confidential Information shall not include information which:
- (i) at or prior to the time of disclosure by the disclosing party was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated;
 - (ii) at or after the time of disclosure by the disclosing party becomes generally available to the public other than through any act or omission on the part of the receiving party;
 - (iii) is received by the receiving party from a third party free to make such disclosure without breaching any legal obligation;
 - (iv) is independently developed by the receiving party without regard to any of the Confidential Information; or
 - (v) is required to be disclosed by law, court order or request by any government or regulatory authority.

18. EMPLOYEE HUMAN RIGHTS

The Company respects the right for a private and family life as per the Human Rights Act Article 8, and the Company employees have given permission for e-mail and Internet monitoring to take place as part of their employment contract. This is also clearly stated within the "Protecting Our Business" section of the employee handbook.

19. DATA PROTECTION COMPLIANCE

The Company is committed to be fully compliant with the Data Protection Act 1998, and undertakes that according to procedures and policies defined within the Information System Security Manual, Data is lawfully held and processed for limited purposes. Data is accurate and not held longer than is necessary. Data is processed in line to the data subject's rights, kept securely and not transferred to non EEA countries without adequate protection.

20. LAW AND JURISDICTION

This Contract and the provision of the Services shall be governed by and construed in accordance with English law and the parties agree to submit any disputes under it to the exclusive jurisdiction of the English Courts.

Signed by:

COMPANY	ProCheckUp Ltd
NAME (Director)
SIGNATURE
TITLE
DATE
CLIENT
NAME (Director)
SIGNATURE
TITLE
DATE

SCHEDULE 1
THE PROPOSAL(S)