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## Terms of Business

The following are the terms of business (the "Terms of Business") on which we will provide to you the Services set out in the attached quotation. The Quotation and the Terms of Business together form the Contract between us.

In this Contract Virtuoso IT Limited, a limited liability company incorporated in England (number 07598800) and whose registered office is at Michael's House, 10-12 Alie Street E1 8DE. Unless otherwise indicated either expressly or by the context, "Partner" or "Consultant" means both in this Contract and more generally in our dealings with you, a member of Virtuoso in their capacity as such.

### Use and distribution of our reports and letters

1. To keep you informed of our progress and to facilitate discussion, during the engagement we may provide comments, reports or letters in oral or draft form. As these represent work in progress and not our final opinions or conclusions, we neither accept responsibility nor assume a duty of care to you (or anyone else) in respect of their content. The final results of our work and our definitive conclusions will be set out in our final written reports or designs and nowhere else.
2. Any oral comments or explanations we may give in relation to our final written reports and letters are not intended to be a substitute for a proper reading of our reports and letters and are not intended to say anything that is not set out in our reports and designs.
3. While we will endeavour to report to you in the terms indicated in the Contract, it may prove necessary to attach reservations to any opinion/conclusion required to be provided by us. In such circumstances, we will draw the matter to your attention as soon as reasonably practicable.
4. Except where otherwise stated in the Contract, any report or letter issued by us will be addressed to you. They are provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Other than as provided by the Contract or unless required by law, you shall not provide such report, design or letter, or a copy thereof, to any third party or refer to us or the Services without our prior written consent, which we may at our discretion grant, withhold or grant subject to conditions. In no event, regardless of whether consent has been provided, shall we assume any liability or responsibility to any third party to which any report or letter is disclosed or otherwise made available.

### Liability limitation - Liability cap

5. The aggregate liability of Virtuoso IT Limited for Damage shall be limited to fees received under this Contract.
6. For the purposes of the Contract, "Damage" means the aggregate of all losses or damages (including interest thereon if any) and costs suffered or incurred, directly or indirectly, by the addressee of this letter (together with such other parties whom Virtuoso IT Limited and the original addressee have agreed may have the benefit of our work and to whom we have assumed a duty of care under arrangements entered into with such other parties) (together "Addressees") under or in connection with the Contract or its subject matter (as the same may be supplemented, amended or varied) and any report prepared pursuant to it, including as a result of breach of contract, breach of statutory duty, tort (including without limitation negligence), or other act or omission by Virtuoso IT Limited but excluding any such losses, damages or costs arising from the fraud or dishonesty of Virtuoso IT Limited or in respect of liabilities which cannot lawfully be limited or excluded.

### Time limit for claims

7. Any legal proceedings arising from or in connection with the Contract (or any variation or addition thereto) must be formally commenced within one year from the date when the party bringing the proceedings becomes aware of, or ought reasonably to have become aware of, the facts which give rise to the liability alleged and in any event not later than three years after any alleged breach of contract, negligence or other act or omission.

### Our partners, consultants and employees

8. Virtuoso IT Limited alone will be responsible for the provision of the Services under the Contract. You therefore agree that you will not bring any claim in respect of or in connection with the Contract or the Services whether in contract, tort (including negligence), breach of statutory duty or otherwise against any partner or employee of Virtuoso IT Limited. The foregoing exclusion does not apply to any liability which cannot be excluded under the laws of England and Wales.

## Data Protection

9. In connection with this Contract, each party will comply with and warrants that it has complied with all applicable data protection and privacy legislation and regulations in any relevant jurisdiction.
10. You agree that we may share your confidential information and personal data with any firm within Virtuoso IT Limited and any subcontractors we use to provide the Services (or more generally to support our office administration and management) on the understanding that we shall ensure that all appropriate confidentiality obligations and technical and organisational security measures are in place to prevent any unauthorised or unlawful disclosure or processing of such information and data and the accidental loss or destruction of or damage to such information and data.

## Termination

11. Any party to the Contract may terminate the Contract for whatever reason upon the expiry of 30 days notice to be given in writing to the other parties commencing upon the date on when that notice of termination is sent.
12. This Contract may be terminated by any party to the Contract with immediate effect if another party to the Contract commits a material breach of any term of the Contract which is not remedied within 30 days of a written request to remedy the same (or, if it is not practical to remedy the breach within such period, where reasonable steps have not been taken within the 30 days towards remedying the breach). The 30 day period shall commence upon the date on which that written request is sent.
13. At any time during the term of the Contract any party to the Contract may give immediate notice to other parties suspending the performance of its duties and obligations under the Contract in the event that circumstances exist or arise which, in the reasonable opinion of that party, materially and adversely affect the performance of, or the ability to perform, that party's duties and obligations under the Contract. Such notice of suspension may also be given where any party to the Contract becomes aware that another party has failed (whether before or after the date of the Contract) to disclose to it information which in the reasonable opinion of that party is material to the performance of its duties and obligations under the Contract.
14. Upon termination of the Contract, any party to the Contract shall upon written request from any other party return to that other party all property and documentation of that other party that is in its possession save that we shall be entitled to retain one copy of such documents that we require to maintain a professional record of our role in connection with the Contract. Furthermore, upon termination of the Contract, other than in accordance with paragraph 13 and where the material breach has been committed by Virtuoso IT Limited, you shall pay forthwith upon request all reasonable travelling expenses due in respect of the Services provided up to the date of termination.
15. For the avoidance of doubt, the date of termination shall be the date upon which any period of notice expires.
16. Termination of the Contract shall be without prejudice to any accrued rights of the parties to the Contract, including any fees due under the terms of this contract. The provisions of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind each party to the Contract.

## Changes in scope

17. It may become necessary as the Contract proceeds to change the scope of our work to include matters you think appropriate and/or exclude certain matters pursuant of which becomes impracticable or likely to involve time and expense out of proportion to their value to you. You will discuss and agree such changes with us; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of our work will be the subject of a supplementary engagement letter.
18. The terms of this Contract shall apply to any further work we may be asked to carry out in connection with the Services whether or not it is the subject of a supplementary engagement letter.

## Payment of fees

19. Virtuoso IT Limited will be entitled to the quoted amount plus VAT. Invoices will be subject to VAT and are payable within 30 days.
20. In the event that either (i) we are required by regulation, statute, court order or other legal process, or (ii) that we agree at our sole discretion following a request made by you, to produce our working papers or our personnel as witnesses with respect to this engagement for you, you will reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request. For the avoidance of doubt, this paragraph shall not apply in the event of legal proceedings brought against us by you in relation to this engagement.

21. Time for payment of fees shall be of the essence. If we do not receive payment of any invoice upon completion of the Services, or such other due date as may be agreed in respect of progress billings, we will be entitled, without prejudice to any other rights that we may have, to charge you interest accruing on the sum due to us at the rate of 8% above the base lending rate.

## Providing services to other clients

22. We will not be prevented or restricted by virtue of our relationship with you, including anything in the Contract, from providing services to other clients. Our standard internal procedures are designed to ensure that confidential information communicated to us during the course of the Contract will be maintained confidentially and that the advice and opinions which you receive from us are wholly independent. Just as we will not use information confidential to you for the advantage of a third party, we will not use confidential information obtained from any other party for your advantage.

## Validity of contract provisions

23. If any term or terms of the Contract shall be held to be invalid, illegal or unenforceable, such term or terms shall be deemed not to form part of the Contract without prejudice to the enforceability of the remaining terms of the Contract, provided always that if any such deletion substantially affects or alters the commercial basis of the Contract, the parties to the Contract shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

## Assignment

24. None of the parties to the Contract may transfer, charge or otherwise seek to deal with their rights or obligations under the Contract without the prior written consent of the other parties, except in accordance with the next paragraph.
25. If a person (the "Successor") succeeds (whether by sale, assignment, transfer, merger, operation of law or otherwise) to the whole or part of the business of Virtuoso IT Limited, Virtuoso IT Limited shall have the right to novate to the Successor, and the Successor shall have the right to accept and assume Virtuoso IT Limited's rights and obligations under or in connection with this Contract. In such case Virtuoso IT Limited and the Successor may effect the novation by giving you and any other Addressees written notice in which the Successor agrees to accept and assume the rights and the obligations of Virtuoso IT Limited. The effect of such notice will be that:
- the Successor will be substituted for Virtuoso IT Limited with effect from the date specified in the notice and Virtuoso IT Limited will no longer have those rights and obligations but such notice shall not affect any rights or obligations in respect of work performed prior to that date;
  - Virtuoso IT Limited will be entitled and bound to pass over to the Successor all information, records and other data which they have in relation to this Contract or the Services but may retain one copy for record-keeping purposes; and
  - any limit on the liability of Virtuoso IT Limited under this Contract will apply to Virtuoso IT Limited and the Successor on an aggregated basis so that the maximum combined liability of Virtuoso IT Limited and the Successor will not exceed the limit of liability of Virtuoso IT Limited before the novation takes effect, but where a Successor succeeds to part of the business of Virtuoso IT Limited, Virtuoso IT Limited and the Successor may only exercise their rights under this paragraph where the relevant part includes this Contract.

## Working Times

26. Standard working hours are: Monday to Friday, 9am – 5:30pm. There is no expectation for work to be completed on a Bank Holiday. Work outside normal business hours will be performed subject to client request and approval.

## Personnel

27. Virtuoso will ensure that the appropriately skilled individuals are allocated to complete the required task. Personnel may be changed subject to client approval, availability and project requirements. We will escalate resolution of all personnel and project issues as required or requested.

## Locations

28. Services will be performed either from the client location or a remote location. You may provide Virtuoso with access credentials and policies to allow us to connect remotely.

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## Policies and Procedures

29. Virtuoso staff will adhere to all client policies and procedures. Any breach of these policies should be escalated to your account manager for immediate investigation and resolution.

## Confidentiality

30. Virtuoso undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to your business or affairs other than to sub-contractors who have signed an appropriate non-disclosure undertaking or others where you have expressly or impliedly consented to the disclosure.

## Intellectual Property

31. Virtuoso undertakes not to cause or permit action that may damage or endanger your intellectual property or assist or allow others to do so.

## Feedback and Escalation of Issues

32. We encourage all feedback, and if there is ever any matter with which you are not happy, it can be raised with your account manager or any of our directors.

## Confidentiality statement

33. All information contained in this document, including any prices quoted, is to be treated as confidential. It shall not be used for any other purpose, and shall not be published or disclosed wholly or in part to any other party without the express written permission of Virtuoso IT Limited, and shall be held in safe custody.
34. These obligations shall not apply to information that is in the public domain or becomes known legitimately from some source other than Virtuoso IT Limited. All intellectual property rights of products or services provided by Virtuoso IT Limited shall remain vested in Virtuoso IT Limited.

## Non-disclosure

35. None of the information may be used by the client for any other purpose, nor may it be disclosed by them otherwise than, firstly to members of its staff who will be engaged in the evaluation and, secondly, to representatives of any organisation acting in the capacity of professional adviser to the client. Before making this document available for evaluation, the client must bring this notice to the attention of those concerned.

## Proprietary information

36. The information in this document has been reviewed and is believed to be accurate. However, neither Virtuoso IT Limited nor its affiliates assume any responsibility for inaccuracies, errors, or omissions that may be contained herein. In no event will Virtuoso IT Limited or its affiliates be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect or omission in this document, even if advised of the possibility of such damages.
37. Virtuoso IT Limited reserves the right to make improvements or changes to this document and information contained within, and to the products and services described at any time, without notice or obligation.
38. Virtuoso IT Limited understands that any award to supply the products and/or provide the services that are the subject of this document is subject to the mutual execution of a definitive written agreement.
39. All information supplied for the purpose of this document is to be considered Virtuoso IT confidential.