

Bridgehead Europe Limited General Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement.

- Actual Live Date** means the date when BRIDGEHEAD undertakes service provision as described as such on the order form and Service Level Agreement (or other additional work) for the Customer (as determined by BRIDGEHEAD EUROPE LIMITED) and the start of the Term;
- Additional Charge** means any additional fees charged in accordance with the Fee Schedule;
- Agreed Live Date** means a date agreed by BRIDGEHEAD and the Customer when the parties anticipate the service provision as described as such on the Order Form. This may be different from the Actual Live Date;
- Agreement** means these Terms and Conditions, any Order Form, the Service Level Agreement and any other documents expressly incorporated by reference in these Terms and Conditions and any amendments or variations to the Terms and Conditions, Order Form or Service Level Agreement;
- AML** means Anti Money Laundering Legislation. BRIDGEHEAD has a legal requirement to perform the relevant annual checks to ensure compliance;
- Authorised Contact** is the name of any person within the Customer business with whom BRIDGEHEAD can discuss information relating to, or held within, the Services;
- BACS** means Bankers Automated Clearing Services Limited;
- Business Day** means any day other than a Saturday, a Sunday or a day which is a public holiday in England;
- Change Control** means the process whereby the Customer requests new or additional services from BRIDGEHEAD as defined in clause 12.1;
- Commencement Date** means the date that the Agreement is signed by the Customer or the date when the Customer accepts any change to the Services in accordance with Change Control;
- Confidential Information** means information of commercial value which has been kept confidential by the party from whom the information originates and which has not come into the public domain during the Term in breach of any obligation of confidence;
- Customer** means the customer identified as such on the Order Form and service level agreement;
- Consultancy and Training Day** means any days purchased by the Customer (as detailed within the Customer Order Form) and delivered on-site or remotely by one of our specialists on a pre-agreed date, time and location.
- Customer Data** means all data which is supplied to BRIDGEHEAD by or on behalf of the Customer and relating to the Customer's employees, business, operations or clients; and any Personal Data in respect of which the Customer is the Data Controller (as defined in the Data Privacy Laws);
- Customer Hardware** means the computers and other equipment to be used by the Customer in conjunction with the Software;
- Data Privacy Laws** means GDPR and any other applicable law on data protection or data privacy;
- Dispute Resolution Procedure** means the procedure for dealing with disputes under this Agreement as set out in clause 16;
- Documentation** means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by BRIDGEHEAD in relation to the Services;
- Fees** means the fees, charges and expenses payable under this Agreement as set out in the Order Form, or otherwise, and charged in accordance with the Fee Schedule as amended from time to time;
- Fee Schedule** means the BRIDGEHEAD fee schedule included in the order form;
- Bridgehead, BRIDGEHEAD or BRIDGEHEAD BY IRIS** means Bridgehead Europe Limited.
- Force Majeure Event** means an unforeseeable and insurmountable act, event or set of circumstances which affects the performance by a party of its obligations under this Agreement and which is beyond that party's reasonable control;
- GDPR** means EU Regulation (EU) 2016/679 or such UK legislation intended to replace or supersede it;
- Group Company** means (in relation to each party) any subsidiary, group or parent company from time to time of a party (as such words are defined in the Companies Act 2006);
- HMRC** means HM Revenue and Customs;
- Implementation Set Up Fee** means the setup fee described as such and set out in the order form in accordance with the Fee Schedule;
- Indemnify or Indemnifies** means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis;
- Initial Term** means the period of months detailed on the Order Form, commencing from the Actual Live Date;
- Intellectual Property Rights or IPR or IP** means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- Liability Fee** means the aggregate of the Fees paid by the Customer for the specific payroll in which the liability occurred in the 12 months prior to the date the party making the complaint became aware of the liability;
- Manager** means the BRIDGEHEAD employee who has overall responsibility for the provision of the Services;
- Marketing Collateral** means advertising and marketing materials and collateral (including all physical, digital or electronic imagery), copy, promotional material, commercials, images, artwork, archival materials and product catalogues, in each case, that are solely used in or solely related to the Business.
- Normal Working Hours** means the hours 9:00 am to 5:30 pm UK time, Monday to Thursday and 9:00 am to 5:00 pm on Fridays, on Business Days;
- Ongoing Product Training / Consultancy** means each User will be required to attend a Consultancy and Training Day in order to refresh or further advance their knowledge of the Services;
- Order Form** means the BRIDGEHEAD order form;

- Personal Data** means data that is subject to protection under Data Privacy Laws;
- Planned Activities** means a planned chargeable event or action, agreed to take place at a time agreed between the Customer and BRIDGEHEAD;
- Primary Client** means the Customer;
- Proposal** has the meaning given to it in clause 12.1.2;
- Recurring Monthly Charges** means payments to be made each month to BRIDGEHEAD by the Customer for provision of the Services as set out in the Order Form;
- Relief Event** means (a) any negligent act or omission or any failure or delay on the part of the Customer in relation to a customer obligation; or (b) any error, inaccuracy or omission in any Customer Data, or (c) any failure in the receiving, transmission or execution of Customer Data or payment instructions by BACS;
- Renewal Term** means a period equal to the Initial Term;
- Representation** has the meaning given to it in clause 18.5;
- Review Date** means each anniversary of the Actual Live Date;
- Secondary Client** means any entity for which the Primary Client is procuring the Services (BRIDGEHEAD will not have any contractual relationship with any Secondary Clients);
- Secondary Client Addendum** means the BRIDGEHEAD addendum to this Agreement which sets out the details of any Secondary Clients;
- Services** means the services to be provided by BRIDGEHEAD to the Customer and as described in the Order Form and Service Level Agreement;
- Service Level Agreement (SLA)** means the document which fully describes the service provision;
- Supplier** means BRIDGEHEAD
- Software** means any software provided by BRIDGEHEAD to the Customer;
- Term** has the meaning given to it in clause 13.1;
- Termination** means expiry or termination of this Agreement for any reason;
- Termination Fee** means the fee payable by the Customer in the event clause 13.10 applies;
- TUPE Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- Users** means employees of the Customer authorised to access the Software;
- VAT** means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax; and
- Viruses** means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- Us/We/Our** means BRIDGEHEAD;
- You/Your** means the Customer;

- 1.2. Words and phrases which have defined meanings in the Data Privacy Laws have the same meanings when used in this Agreement. To the extent that any UK legislation supersedes or replaces EU Regulation (EU) 2016/679, any reference in this Agreement to a term defined in or provision of the GDPR shall be interpreted as a reference to the nearest equivalent term or provision in such legislation.
- 1.3. Wherever the words other, in particular, include, including or for example are used in this Agreement, they are to be construed without limitation;
- 1.4. A reference to a statute or a statutory instrument is a reference to it as it is in force at the relevant time, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation then in force under it;
- 1.5. If there is a conflict or inconsistency between any of the documents forming this Agreement, the following order of precedence will apply: these General Terms and Conditions; and then, ; and then, the Order Form and then Service level agreement.

2. SERVICES

- 2.1. Time will not be of the essence in achieving the Agreed Live Date in respect of the Services.
- 2.2. The Services shall begin from the Actual Live Date and continue for the Term.
- 2.3. The Customer shall pay the Fees for the Services.
- 2.4. Planned Activities that are cancelled or postponed by the Customer, shall be subject to a charge as detailed in the Fee Schedule.
- 2.5. Any Consultancy and Training days purchased shall be valid for a period of 1 year from the Commencement Date, after which, they expire. Any cancellation shall be charged at the full rate (at the discretion of BRIDGEHEAD)

3. SOFTWARE / PLATFORM SERVICES

- 3.1. Where relevant, BRIDGEHEAD grants to the Customer a non-exclusive, non-transferable licence to use the Software in the course of its business and also to assist the performance of the Services, subject to clauses 3.2.
- 3.2. The licence is subject to the following:
- 3.2.1. the Customer may not disassemble, decompile, reverse engineer, modify, adapt, make error corrections, attempt to copy, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software and/ or Documentation (as applicable) in any form or media or by any means except as permitted by this Agreement, by law or with the prior written consent of BRIDGEHEAD;
- 3.2.2. the Customer may not, subject to any provisions in this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Software and/ or Documentation available to any third party except the authorised Users without the prior written consent of BRIDGEHEAD;

- 3.2.3. the Customer may not access all or any part of the Software and/ or Documentation in order to build a product or service which competes with the Software and/ or the Documentation;
- 3.2.4. the Customer may not make adaptations or variations of the Software without the prior written consent of BRIDGEHEAD;
- 3.2.5. the Software may only be used by employees or contractors who have been properly trained in the use of the Software by BRIDGEHEAD and are Users approved by BRIDGEHEAD. The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Software Services using an Account.
- 3.2.6. The Customer must not use the Software in any way that causes, or may cause, damage to the Software Services or Software platform or impairment of the availability or accessibility of the Software; and the Customer must not use the Software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.2.7. The Customer must comply with the terms and conditions of use for the Software, in the form published by BRIDGEHEAD from time to time. The Customer must ensure that all Customer Employees and others using the Software by means of an Account comply with those terms and conditions.
- 3.2.8. The Customer must input using the Software, all such data as Bridgehead may reasonably request in order to enable the provision of the Payroll Services. Such data must be provided in accordance with any timetable specified by Bridgehead (acting reasonably) from time to time.
- 3.3. The Customer acknowledges that complex software is never wholly free from defects, security vulnerabilities, errors and bugs; and subject to the other provisions of these Terms of Business, BRIDGEHEAD gives no warranty or representation that the Platform Services will be wholly free from defects, vulnerabilities, errors and bugs.
- 3.4. The Customer acknowledges that the Platform Services are designed to be compatible only with that software and those systems specified as compatible in the SLA; and BRIDGEHEAD does not warrant or represent that the Platform Services will be compatible with any other software or systems.
- 3.5. The Customer acknowledges that, when dealing with tax authorities on the Customer's behalf, Bridgehead is required to be honest and to take reasonable care to ensure that the Customer's returns are correct (for more information about "Your Charter" in relation to dealings with HMRC, see <https://www.gov.uk/government/publications/your-charter/your-charter>).
- 3.6 The Customer and Bridgehead acknowledge where any error has occurred each shall use their best endeavours to mitigate any losses. In the case of overpayments to employees, the Customer must advise Bridgehead as soon as practicable after becoming aware.

4. INTELLECTUAL PROPERTY

- 4.1 The Customer may not use any Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates the IPR or any other right of any person, or that violates any applicable law.
- 4.2 All copyright, database rights and other IPR in the Licensed Materials or Deliverables and rights in any copies of them constitutes BRIDGEHEAD'S valuable property and shall at all times belong to BRIDGEHEAD or Our licensors and the Customer shall have no rights in the Licensed Materials except those expressly granted under the terms of this Agreement. The Customer agrees to do all further acts, including but not limited to the execution of documents, as BRIDGEHEAD may from time to time require for the purpose of giving BRIDGEHEAD the full benefit of this clause.
- 4.3 The Customer shall notify BRIDGEHEAD immediately if it becomes aware of any unauthorised access to, use, copying or disclosure of, any part of the Licensed Materials including any feature of the design or structure of any database by any person and permit BRIDGEHEAD'S staff immediate remote access to the Licensed Materials or immediate access to the Location or such other location as it may consider necessary or appropriate to ensure and monitor compliance.
- 4.4 Subject to this clause 4, we shall indemnify You against any claim that the normal use and access the Software, Services and any Licensed Materials infringes the IPR of any third party which are effective in the UK. In no event shall We be liable to You if You are in material breach of any agreement with Us or if the claim arises as a result of (a) the use of the Licensed Materials in combination with equipment or software not approved by Us, (b) by reason of alteration or modification not approved by Us or (c) where the claim arises because of a feature specified and requested by You, (d) You have used a release other than a current unaltered release of Our Software, if such an infringement would have been avoided by the use of a current unaltered release of Our Software, or (e) Third Party Software.
- 4.5 If the Service infringes or We reasonably believe it infringes the IPR of any third party which are effective in the UK, We shall have the right to (a) procure the continuing use of the infringing part (b) modify or replace the infringing part (c) refund an equitable proportion of the Licence Fee (d) terminate all or a part of the Services, any Order, or this Agreement. The exercise of any of these options shall operate as an entire discharge of Our liability to You this clause 4.
- 4.6 You shall indemnify Us against any losses, damages, costs (including legal and other professional fees) and expenses incurred by or awarded against Us as a result of; any losses resulting from any third party allegation or claim that Your data, or the use of Your data with any of the Services in accordance with this Agreement, infringes or misappropriates such third party's IPR and any third party claims based on Your or any User's: (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Us or authorised by Us in writing; or (iv) modifications to the Services not made by Us.

5. CONFIDENTIALITY

- 5.1. BRIDGEHEAD shall treat as confidential all Confidential Information of the Customer supplied under this Agreement. BRIDGEHEAD shall not divulge any such Confidential Information to any person except to its own employees and then only to those employees who need to know the same.
- 5.2. BRIDGEHEAD may provide any subcontractor with such Customer's Confidential Information as it needs to know in order to perform its obligations under this Agreement, provided that such subcontractor has first entered into a written obligation of confidentiality.
- 5.3. The Customer shall treat as confidential all Confidential Information of BRIDGEHEAD supplied to or obtained by the Customer during the performance of this Agreement.
- 5.4. The Customer shall not, without the prior written consent of BRIDGEHEAD, divulge any part of BRIDGEHEAD Confidential Information to any person other than employees, officers and advisers of the Customer who need to know the same for purposes relating to this Agreement.
- 5.5. The Customer undertakes to ensure that the persons mentioned in clause 5.4 above are made aware, prior to the disclosure of any part of BRIDGEHEAD's Confidential Information, that the same is confidential and that they owe a duty of confidence to BRIDGEHEAD
- 5.6. The obligations under this clause 5 shall remain in full force and effect notwithstanding Termination.
- 5.7. Notwithstanding this clause 5, BRIDGEHEAD may include the Customer's name and logo within Marketing Collateral of BRIDGEHEAD for the relevant Service/s contracted by the Customer. BRIDGEHEAD shall express no opinions on behalf of the Customer and neither party may issue press releases or announcements regarding any matter connected with this Agreement until the other party has agreed in writing to the wording and intended distribution of such press release or announcement, however neither party shall unreasonably withhold or delay its agreement to any reasonable press release or announcement.

6. DATA PROTECTION

- 6.1. The following details apply to the processing being carried out under this Agreement:
 - 6.1.1. the Personal Data will be processed for the provision of the Services;
 - 6.1.2. the Personal Data will be processed for the term of this Agreement;
 - 6.1.3. the specific processing activities will be the processing of HR and payroll (including Tronc) information; and
 - 6.1.4. the Personal Data processed concern the HR and payroll (including Tronc) information of the Customer's employees.
- 6.2. Each party will comply with the Data Privacy Laws applicable to it in connection with the Services and will not cause the other party to breach any of its obligations under Data Privacy Laws.
- 6.3. The Customer:
 - 6.3.1. will provide to BRIDGEHEAD on demand all such information as BRIDGEHEAD may reasonably request in connection with the performance of its obligations under this Agreement, including but not limited to the information which BRIDGEHEAD needs in order to comply with article 30(2) GDPR (if not already within BRIDGEHEAD's knowledge); and
 - 6.3.2. represents and warrants that all such information will be correct, complete and not misleading, and that it has disclosed to BRIDGEHEAD all information relating to the Personal Data which is relevant to BRIDGEHEAD's performance of its obligations under this Agreement or the Data Privacy Laws in respect of the Personal Data.
- 6.4. BRIDGEHEAD acknowledges, and will comply with, its obligation under article 28(3) GDPR to inform the Customer if, in its opinion, an instruction given by the Customer infringes the Data Privacy Laws. However, the Customer acknowledges and agrees that BRIDGEHEAD is not a law firm and does not give legal advice, and therefore BRIDGEHEAD will have no liability whatsoever to the Customer arising out of or in connection with the content or effect of any such opinion, or whether or when any such opinion is given or not given, or otherwise.
- 6.5. Where BRIDGEHEAD processes Personal Data (as processor) on behalf of the Customer (as controller) in connection with the Services, BRIDGEHEAD will:
 - 6.5.1. process that Personal Data only in accordance with this Agreement or (at the Customer's cost) such different or additional instructions received in writing from the Customer from time to time. If compliance with such additional instructions prevents or hinders the performance of BRIDGEHEAD obligations under this agreement, BRIDGEHEAD will be excused from the performance of the affected obligations, without liability;
 - 6.5.2. ensure that all of its personnel with access to that Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 6.5.3. take all measures required pursuant to Article 32 of the GDPR to implement technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure; and detect and report Personal Data breaches within good time;
 - 6.5.4. engage such other processors as it considers appropriate (each, a "Sub-Processor") to process that Personal Data on its behalf. The processing of Personal Data may be fulfilled by a "Sub-Processor" based in a third country subject to appropriate safeguards and supplementary measures being in place. Details of the current Sub-Processors and transfers to third countries involved in the provision of the service are available on request. If BRIDGEHEAD wishes to engage a different or an additional Sub-Processor, it will first inform the Customer of the identity of the proposed Sub-Processor and provide the Customer with a reasonable opportunity (the length of which will be determined by BRIDGEHEAD acting reasonably and notified to the Customer) to object to that Sub-Processor's engagement. If the Customer does so object it will inform BRIDGEHEAD within such time period, giving reasons for the objection, and if BRIDGEHEAD cannot address the reasons for it to the Customer's reasonable satisfaction BRIDGEHEAD may choose not to appoint that Sub-Processor, or it may choose to appoint that Sub-Processor regardless, in which case the Customer will be entitled to terminate this Agreement by notice to BRIDGEHEAD;
 - 6.5.5. if BRIDGEHEAD does appoint a new or different Sub-Processor it shall bind that Sub-Processor by a written agreement complying with the requirements of Article 28 GDPR as it applies to that Sub-Processor's processing activities and BRIDGEHEAD shall remain liable to the Customer for the acts and omissions of that Sub-Processor, as if they were the acts or omissions of BRIDGEHEAD itself;
 - 6.5.6. taking into account the nature of the processing and insofar as is possible, assist the Customer (at the Customer's cost) with the fulfilment of the Customer's obligation to respond to requests by data subjects to exercise their rights under the Data Privacy Laws over that Personal Data, by providing relevant information requested by the Customer and copies of relevant Personal Data requested by the Customer within a reasonable time

and in a commonly used electronic format, in each case unless that information or relevant Personal Data is already accessible to the Customer without BRIDGEHEAD's intervention;

- 6.5.7. taking into account the nature of the processing and the information available to BRIDGEHEAD, assist the Customer (at the Customer's cost) in ensuring the Customer's compliance with regards to security of processing under article 32 GDPR, in carrying out privacy impact assessments pursuant to article 35 GDPR and prior consultations pursuant to article 36 GDPR in respect of that Personal Data, by providing such relevant information about the processing carried out by BRIDGEHEAD as the Customer may reasonably request;
 - 6.5.8. inform the Customer of any personal data breach which occurs in respect of the Personal Data under BRIDGEHEAD's control without undue delay after becoming aware of it, providing sufficient details to enable the Customer to comply with its own notification obligations (and BRIDGEHEAD may provide such details in stages as they become available to it, provided that it is reasonable to do so);
 - 6.5.9. after the termination of the Services, delete or return to the Customer (at the Customer's option and cost) all copies of the Personal Data in its possession or control, and procure that any relevant Sub-Processor does the same, unless the applicable laws of the United Kingdom or European Union require BRIDGEHEAD or that Sub-Processor to retain a copy of it;
 - 6.5.10. make available to the Customer on demand all information reasonably necessary to demonstrate compliance with this clause 6.5, to the extent that it is not already available to the Customer; and
 - 6.5.11. allow the Customer, or its external auditor (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit BRIDGEHEAD's data processing activities insofar as they relate to the Personal Data, to enable the Customer to verify that BRIDGEHEAD is in compliance with this clause 6.5, provided that any such inspection or audit shall be subject to the provisions of clause 6.6.
- 6.6. In exercising its right of inspection and audit, the Customer:
- 6.6.1. shall do so no more frequently than once per calendar year, unless required by a supervisory authority;
 - 6.6.2. shall meet BRIDGEHEAD's reasonable costs incurred as a result of any such inspection or audit, unless that inspection or audit shows BRIDGEHEAD to be in breach of clause 6.5;
 - 6.6.3. (or its auditor, as the case may be) will not thereby be entitled to access to the personal data or confidential information of any other customer of BRIDGEHEAD, nor to direct access to any computer or storage system unless explicitly required by a supervisory authority;
 - 6.6.4. (or its auditor, as the case may be) shall comply with BRIDGEHEAD's reasonable policies while onsite, including its safety and security policies; and
 - 6.6.5. shall ensure that any information coming into its possession (or that of its auditor, as the case may be) as a result of such inspection or audit shall be and remain the confidential information of BRIDGEHEAD and the Customer will (and will procure that its auditor will, as the case may be) treat it accordingly.
- 6.7. BRIDGEHEAD and the Customer acknowledge their mutual obligations under Chapter V GDPR in relation to international transfers of Personal Data and agree to address those obligations as follows. Subject to prior notification to the Customer whether such a transfer is relevant to the service provision, the Customer agrees that the Supplier may transfer Protected Data to countries outside the United Kingdom (U.K) and European Economic Area (EEA) or to any International Organisation(s) (an International Recipient) where the Supplier or its Sub-Processors operate, provided all transfers by the Supplier of Protected Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of this Agreement shall constitute the Customer's instructions with respect to transfers.
- 6.8. The Customer grants to BRIDGEHEAD and any Sub-Processor, a non-exclusive, non-transferable licence to use the Personal Data and all other information and documents provided to BRIDGEHEAD in order for BRIDGEHEAD to provide the Services.
- 6.9. Nothing in this clause 6 will relieve the Customer from any of its responsibilities and liabilities under Data Privacy Laws. The Supplier shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
- 6.10 BRIDGEHEAD shall, at the customers written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
- 6.10.1 the end of the provision of the relevant Services related to processing; or
 - 6.10.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Agreement, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, the BRIDGEHEAD shall inform the Customer of any such requirement). In the absence of any such request to return the personal data, the supplier will delete all protected data after a reasonable period following the end of the provision of services.

7. ANTI MONEY LAUNDERING

- 7.1. The following details apply to due diligence checks including proof of identity required under this Agreement in accordance with UK law.
 - 7.1.1. Each party when processing due diligence and proof of identity will comply with the Data Privacy Laws as set out in Clause 6.
- 7.2. The Customer:
 - 7.2.1. will provide to FMP on demand and prior to the provision of services all such evidence as BRIDGEHEAD may reasonably request in connection with its obligation to comply with the UK's Money Laundering Regulations 2019 (or as subsequently amended).
 - 7.2.2. represents and warrants that all such information will be correct, up to date, complete, not misleading and supplied in a timely manner.
 - 7.2.3. acknowledges FMP's legal obligation to retain such information for inspection by supervisory authorities for 5 years after the business relationship ends, or, 10 years in the event that the data is the subject of an investigation or such other period as determined by future changes to the Money Laundering Regulations.

8. TUPE REGULATIONS

- 8.1. BRIDGEHEAD and the Customer do not consider or intend that the TUPE Regulations apply as a result of entering into this Agreement.
- 8.2. If for any reason the TUPE Regulations do apply the Customer shall indemnify and keep BRIDGEHEAD indemnified against all and any claims, costs, expenses, awards, or liabilities (including without limitation legal expenses and other professional fees) whatsoever and howsoever arising, incurred or suffered by BRIDGEHEAD arising directly or indirectly from the application of the TUPE Regulations to this Agreement in relation to a transferring employee.

9. PAYMENT PROVISIONS

- 9.1. All paid Fees are non-refundable.
- 9.2. All Fees are exclusive of VAT unless otherwise specified.
- 9.3. BRIDGEHEAD shall be entitled to increase the Fees payable under the Agreement on the Review Date by:
- 9.3.1. the proportion by which the Consumer Prices Index as published by the Office for National Statistics for the month preceding the Review Date exceeds the figure for the month 12 months before the Review Date; or 5%, whichever is the greater.
 - 9.3.2. on not less than thirty (30) days' prior written notice, by any price increase levied upon BRIDGEHEAD by providers of third party software or services;
- 9.4. The Customer shall pay all invoices submitted by BRIDGEHEAD in full and cleared funds within 30 days after the date of such invoice.
- 9.5. The Customer shall make electronic payment into BRIDGEHEAD's bank account, automated function available.
- 9.6. The Customer shall be liable for all administration fees incurred in respect of automated transaction.
- 9.7. If any sum due from the Customer is not paid on the due date for payment as set out in the Order Form then without prejudice to any other right or remedy available to BRIDGEHEAD, BRIDGEHEAD shall be entitled to:
- 9.7.1. charge interest at the annual rate of two per cent above the then current base rate of Barclays Bank in the UK accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 at BRIDGEHEAD's sole discretion;
 - 9.7.2. suspend the performance or further performance of all or part of its obligations under the Agreement without liability to the Customer after the Customer has been notified in writing of the non-payment and informed that BRIDGEHEAD may suspend performance and has been given not less than 10 Business Days to correct the late payment; and
 - 9.7.3. withhold all Customer Data until all outstanding payments are made in full.
- 9.8. On Termination of the Agreement for any reason, the Customer shall pay in full and cleared funds any outstanding monies due to BRIDGEHEAD within 14 days after the date of Termination.
- 9.9. When BRIDGEHEAD contracts with a Primary Client, the Set-Up fee and Recurring Monthly Charges are an accumulative sum payable in respect of all the Secondary Clients. Secondary Clients that are new and not detailed on the Secondary Client Addendum are required to sign an additional Order Form via Change Control.

10. WARRANTY

- 10.1. BRIDGEHEAD warrants that it will perform the Services in accordance with the Payroll Processing Description.
- 10.2. Save for the warranty in clause 10.1 above, all other conditions, warranties or other terms which might have effect between BRIDGEHEAD and the Customer or be implied or incorporated into this Agreement, whether by statute, common law or otherwise are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.

11. LIMITATION OF LIABILITY

- 11.1. Nothing in this Agreement shall have the effect of limiting BRIDGEHEAD's liability for: fraud; death or personal injury caused by BRIDGEHEAD or its employees, agents, or sub-contractors' negligence; or any other liability that cannot be limited or excluded by law.
- 11.2. BRIDGEHEAD shall not have any liability to the Customer for: any category of indirect, special or consequential loss or damage; or any loss of profit.
- 11.3. BRIDGEHEAD does not accept any responsibility or liability for the actions or omissions of any third party in connection with the provision of the Services (including, without prejudice to the generality of the foregoing, the receiving, transmission or execution of data and the transmission of payment instructions by BACS).
- 11.4. Subject to clauses 11.1 and 11.2, the total liability of BRIDGEHEAD, whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement or any collateral contract, shall be limited to a maximum sum (including interest and costs) equal to the Liability Fee.

12. CHANGE CONTROL

- 12.1. The Customer may request a change ("Change") to the Services in accordance with the following:
- 12.1.1. the Customer shall request the Change in writing;
 - 12.1.2. BRIDGEHEAD shall inform the Customer in writing ("Proposal") whether the Change is possible and if so the cost of implementing the Change and the increase, if any, in the Fees;
 - 12.1.3. if the Customer accepts the Proposal in writing, the Agreement shall be deemed to be amended on the terms set out in the Proposal; and
 - 12.1.4. if the Customer does not accept the Proposal, the Agreement shall continue on the terms originally agreed in this Agreement.

13. TERM AND TERMINATION

- 13.1. This Agreement shall commence on the Actual Live Date or the Commencement Date and shall continue, unless terminated earlier in accordance with these terms, for the Initial Term and any Renewal Term activated in accordance with any Renewal Term ("Term"). Where any additional Services have been agreed via the Change Control process then such new Services will commence on the date that the additional Order Form is signed and will run in conjunction with the Initial Term or Renewal Term as applicable.

- 13.2. Upon expiry of the Initial Term (or any Renewal Term), the Term shall automatically continue for a further Renewal Term unless or until either party has served on the other party at least six months' written notice stating its wish to terminate expiring on the last day of the then Initial Term or Renewal Term, as may be applicable.
- 13.3. Either party may terminate this Agreement immediately by written notice to the other if the other party: (i) commits any material breach of this Agreement and (if the breach can be remedied) it fails to remedy the breach within 30 days of such notice; or (ii) commits a material breach of this Agreement which is not capable of being remedied.
- 13.4. Without limitation, any failure by the Customer to pay the Fees when required will be a material breach of this Agreement.
- 13.5. Failure to supply the AML information required by BRIDGEHEAD to carry out the necessary checks, will result in a material breach of this Agreement
- 13.6. Either party may terminate this Agreement immediately if the other party ceases carrying on business in the normal course, or calls a meeting of its creditors or makes a proposal for a voluntary arrangement within the meaning of Part 1 of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed or a meeting is convened for the purpose of considering a resolution for its winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or it is the subject of an administration order, or is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.
- 13.7. Except where BRIDGEHEAD has terminated this agreement under clauses 13.2 to 13.4, BRIDGEHEAD shall provide the Customer, in a BRIDGEHEAD standard format, such assistance as the Customer may reasonably require to facilitate the orderly transfer of services similar to the Services to the Customer or to another supplier.
- 13.8. On Termination, BRIDGEHEAD will either (a) if so requested by the Customer return in BRIDGEHEAD standard format the Customer Data in its possession in respect of the period of 3 years before Termination at no charge (subject to payment of all Fees current at the date of the request); or (b) if not so requested by the Customer within 30 days from Termination, destroy any Customer Data in its possession.
- 13.9. If the Customer requires any services from BRIDGEHEAD after the date of Termination, BRIDGEHEAD may at its discretion agree to provide such services on a time and materials basis.
- 13.10. In the event of early Termination by the Customer, except under clause 13.6 or for BRIDGEHEAD material breach of this Agreement, BRIDGEHEAD will charge the Customer a Termination Fee for each payroll terminated. The Termination Fee will be calculated by multiplying the number of months left in the Initial Term or Renewal Term (as applicable) by the last Recurring Monthly Fee charged to the Customer. Termination Fees are payable on demand.

14. BRIDGEHEAD RELIEF EVENT

- 14.1 Notwithstanding any provision to the contrary in this Agreement, BRIDGEHEAD shall not be in default or liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay is caused by the occurrence of a BRIDGEHEAD Relief Event.

15. STAFF

- 15.1 During the Term of this Agreement and for a period of 12 months after its Termination neither party shall solicit the services of any employee of the other party who has been engaged in the provision or receipt (as appropriate) of the Services or in the management of this Agreement.

16. DISPUTE RESOLUTIONS

- 16.1. Any dispute which may arise between the parties concerning this Agreement shall be determined as provided in this clause 16.
- 16.2. For the purpose of this clause 16, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 16.3. After service of the notice of dispute, the following procedure shall be followed by the parties (and all periods specified in this clause 16 shall be extendable by mutual agreement):
 - 16.3.1. within 5 Business Days, the Manager and the Authorised Contact shall meet to attempt to settle the dispute; and
 - 16.3.2. if the Manager and the Authorised Contact are unable to reach a settlement within 5 Business Days from the date of service of the notice, the head of BRIDGEHEAD and a director of the Customer shall meet (or discuss on the telephone) within the following 5 Business Days to attempt to settle the dispute.
- 16.4. If no settlement is reached under the provisions of this clause 16 then clause 13.3 shall apply.

17. FORCE MAJEURE

Neither party will be liable for failures, delays or reduced performance caused by any Force Majeure Event provided that it uses reasonable endeavours to perform regardless of the Force Majeure Event. Only those obligations of the affected party that are affected by the Force Majeure Event will be excused. Nothing in this clause 17 will excuse or relieve the Customer's obligation to pay the Fees.

18. GENERAL

- 18.1. Any provision of this Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after Termination will remain in full force and effect following Termination.
- 18.2. The parties are independent contractors. Consequently, the provisions of this Agreement will not, under any circumstances, be interpreted as creating any agency or partnership between the parties. Neither party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.
- 18.3. The Customer will not assign or transfer all or part of its rights and/or obligations under this Agreement to any third party without BRIDGEHEAD's prior written consent, which BRIDGEHEAD will not unreasonably withhold or delay. BRIDGEHEAD may assign or transfer this Agreement to any Group Company without the Customer's consent.

- 18.4. BRIDGEHEAD may subcontract the performance of any of its obligations under this Agreement, provided that BRIDGEHEAD will remain liable to the Customer for the acts and omissions of its subcontractors.
- 18.5. This Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a Representation) other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of this Agreement. Nothing in this clause 18.5 will limit or exclude any liability for fraud.
- 18.6. These General Terms and Conditions apply to this Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In particular, any terms or conditions attached to or forming part of any purchase order issued by the Customer will be null and void and of no effect.
- 18.7. If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision will, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement will not affect the validity and enforceability of any other provision of this Agreement.
- 18.8. Any notice required or permitted to be given under this Agreement must be in writing and delivered personally, sent by courier, first class post or by email, such that the notifying party can prove delivery of the notice, in each case to the address of the receiving party set out in the Order Form.
- 18.9. The failure of a party to enforce a provision of this Agreement or any rights with respect thereto (or any delay in so doing) will not be a waiver of that provision or right, or in any way affect the validity of this Agreement. A waiver of any claim for a breach of this Agreement will not operate to waive any claims in respect of any other breach.
- 18.10. This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law and subject to the exclusive jurisdiction of the English courts.