

TERMS AND CONDITIONS

LMB TECHNOLOGY LTD

THESE ARE THE SALES ORDER TERMS OF LMB TECHNOLOGY LTD REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 11329573 WHOSE REGISTERED OFFICE IS AT 82 DULVERTON DRIVE, FURZTON, MILTON KEYNES, MK4 1JA (THE SELLER).

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these conditions:

“Business Day” means any day other than Saturday or Sunday or a bank or public holiday in England

“Confidential Information” means technical and commercial know-how, specifications, inventions, processes, initiatives and software code which is or are of a confidential nature together with any other confidential information concerning a party’s business, finances, customers, products and services and any other information specified by either party as being confidential in nature

“Contract” has the meaning given in clause 2.1

“Customer” means the person, firm or company receiving the Products and/or Services as identified in the Order and a reference to **“You”** or **“Your”** shall be construed accordingly

“Data Protection Schedule” means the Schedule to these General entitled “Data Protection Schedule”

“Deliverables” means the deliverables and/or output of the Services as described in the Order

“Delivery Location” has the meaning set out in clause 6.2

“Effective Date” has the meaning given in clause 2.2

“End User Licence Agreement” means the licence agreement between a software provider (or its nominated licensing body) regarding that part of the Products which includes software and which You are required to enter into prior to using the software

“Force Majeure Event” has the meaning given in clause 18.1

“General Terms and Conditions” means the conditions set out in this document

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world

“LMB Technology” or **“Us”** or **“Our”** or **“We”** means LMB Technology LTD, a company registered in England & Wales with company number 11329573 and whose registered office is located at 82 Dulverton Drive, Furzton, Milton Keynes, MK4 1JA

“Order” means our quotation document detailing the Products and/or Services to be provided to You

“Privacy and Data Protection Requirements” means the Data Protection Act 1998 (until repealed), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 (“**GDPR**”) or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom of Great Britain and Northern Ireland from the European Union, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations which may be in force from time to time relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction

“Products” means the products supplied by Us to You as detailed in each Order and, if applicable, the relevant Schedule or Specification (if any)

“Schedule” means the Schedule which contains terms and conditions that apply specifically to the Products and/or Services to which that Schedule relates and/or the Data Protection Schedule

“Services” means the services, including the Deliverables, supplied by Us to You as set out in each Order and, if applicable, the relevant Schedule or Specification (if any)

“Specification” means any specification for the Products or Services, including any relevant plans or document agreed in writing by You and Us

“System” means Your information technology system including hardware, software, operating systems and interfaces (if any)

“Term” means the term of the Contract as specified in the Order or the relevant Schedule that relates to that Product or Service

“VAT” means Value Added Tax chargeable under English law for the time being and any similar additional tax.

1.2 A **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 Any words following the terms **“including”**, **“include”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 Any reference to **“parties”** is a reference to the parties in this Agreement and a **“party”** shall mean either party as the context permits.

2 CONTRACT TERMS

2.1 Each Order for the supply of Products and/or Services shall be a separate contract between You and Us (“**Contract**”) which shall incorporate the terms in the following documents:

2.1.1 the Order;

2.1.2 the relevant Schedule for those Products and/or Services as specified in the Order; and

2.1.3 these General Terms and Conditions.

2.2 Each purchase order or request for Our Products or Services (or any document of equivalent nature, other than the Order) shall constitute an offer by You to receive the Products and/or Services. If We choose to accept Your offer then We will typically send to you the Order at which point the Contract will be formed between You and Us. The date of the Order shall be the “**Effective Date**”. Alternatively, where We receive Your purchase order and commence work without sending an Order to You, the Contract will be formed on the date of Your purchase order and that date shall be the Effective Date.

2.3 Any terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, shall be excluded from the Contract. This applies even where We commence work following receipt of Your purchase order.

2.4 Any error or omission in Our sales literature, quotations or other document issued by Us shall be subject to correction without liability on Our part.

2.5 You shall be responsible for ensuring the accuracy of the Order and for giving all relevant information concerning the Products and/or Services to Us.

2.6 If there is a conflict or inconsistency between some or all of the documents which make up the Contract, the order of priority for interpretation shall be as set out in clause 2.1.

3 YOUR OBLIGATIONS

- 3.1 You shall:
- 3.1.1 co-operate with Us in relation to the provision of the Services and supply of the Products;
 - 3.1.2 ensure that the terms of the Order are complete and accurate when the Order is delivered to You and in any event before the commencement of the Services or the dispatch of the Products;
 - 3.1.3 provide Us and Our employees, agents and subcontractors with access to Your premises, office accommodation and other facilities as We may reasonably require in order to deliver the Products and provide the Services;
 - 3.1.4 provide Us with such information and materials as We may reasonably require to supply the Products and/or the Services, and ensure that such information is accurate in all material respects;
 - 3.1.5 comply with the manufacturer's recommendations regarding the Products and Deliverables (if any);
 - 3.1.6 grant to LMB Technology a royalty free, non exclusive, non transferrable licence to use Your software, documentation, processes, procedures and data but solely to the extent necessary for the provision of the Products and/or Services;
 - 3.1.7 prepare Your premises for the delivery of the Products and supply of the Services; and
 - 3.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 3.2 If We are unable to perform any of Our obligations in respect of the Contract due to any act or omission by You then We shall have the right to suspend delivery of the Products or performance of the Services until such time as the said issues are resolved to Our reasonable satisfaction.

4 CHARGES AND PAYMENTS

- 4.1 The price of the Products shall be set out in the Order. The price of the Products is inclusive of all costs and charges for packing, insurance and transport of the Products but any unforeseen costs may be added to Our invoice for the Products as appropriate.
- 4.2 The charges for the Services shall be as set out in the Order. Where such charges are on a time and materials basis:
- 4.2.1 the charges shall be calculated in accordance with Our standard daily or hourly fee rates, as set out in the Order or, if no specification is given in the Order, as available from Our sales representatives;
 - 4.2.2 Our standard daily fee rates for each individual person are calculated on the basis of a 7.5 hour day from 9.00 am to 5.30 pm with one hour for lunch worked on Business Days; and
 - 4.2.3 Where specified in the Order, and where these expenses are outside of the normal costs of visits to Your offices, we shall be entitled to charge You for any significant expenses reasonably incurred by the individuals whom We engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and as required by Us for the performance of the Services, the cost of services provided by third parties and the cost of any materials.

4.3 Unless there are contrary provisions in a Schedule regarding payment or unless different payment terms have been agreed between the parties in writing, then:

4.3.1 in respect of the Products, We shall raise an invoice on or at any time after delivery of the Products. If You fail to take delivery of the Products, We shall be entitled to raise an invoice at any time after We have notified You that the Products are ready and available for delivery;

4.3.2 in respect of Services, We shall raise an invoice on completion of the Services; and

4.3.3 notwithstanding clauses 4.3.1 and 4.3.2, Where Products and Services are supplied over a period of time We reserve the right to raise invoices for the Products and Services in arrears at the end of each calendar month or at other intervals as agreed between You and Us.

4.4 You shall pay each invoice submitted by Us within 30 days of the date of the invoice in full and cleared funds and in the currency specified in the Order. Payment shall be made to a bank account nominated in writing by Us on the invoice. Time for payment shall be of the essence of the Contract. We reserve the right to reduce the credit period for payment at any time by notifying You of Our decision to do so in writing.

4.5 If We have not received payment in 5 days after the due date:

4.5.1 We may suspend the supply of Products and/or Services in this Contract (and any other contracts that We have with You) until all outstanding invoices are paid;

4.5.2 interest shall accrue on such unpaid invoice from the date it became overdue, until payment, at the current rate payable under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

4.6 All amounts and fees stated in the Order are exclusive of VAT which shall be added to Our invoices at the current rate.

4.7 If You dispute the validity of any invoice, You shall notify Us in writing within 5 days of receipt of such invoice. You will still be obliged to pay any undisputed part of the invoice in accordance with the payment terms set out in clause 4.4. We will work with You to resolve the dispute.

5 PRODUCTS

5.1 The Products will, on delivery, be as described in the Order and as modified by any applicable Specification.

5.2 To the extent that the Products are to be developed or manufactured in accordance with Your specific requirements supplied by You to Us, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Our use and reliance upon Your requirements or Your contribution to the Specification. This clause 5.2 shall survive cancellation or termination of the Contract.

5.3 We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements.

6 DELIVERY OF PRODUCTS

6.1 We (or Our nominated third party supplier) shall ensure that delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and LMB Technology reference numbers, the type and quantity of the Products and special storage instructions (if any).

6.2 Unless agreed otherwise in the Order, We (or Our nominated third party supplier) shall deliver the Products to the location set out in the Order or such other location as the parties may agree (“**Delivery Location**”).

6.3 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location, where applicable.

6.4 Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

6.5 If You fail to accept or take delivery of the Products within 5 Business Days of Us notifying You that the Products are ready for delivery, then except where such failure or delay is caused by a Force Majeure Event or by Our failure to comply with Our obligations under the Contract in respect of the Products, We shall be entitled to:

6.5.1 redeliver the Products to the Delivery Location at such reasonable time as We shall set; and/or

6.5.2 store the Products until delivery takes place and charge You for all related costs and expenses (including insurance).

6.6 If You fail to take delivery of the Products within 10 Business Days after We (or Our nominated third party supplier) have notified You that the Products are ready for delivery, We may resell or otherwise dispose of part or all of the Products. If You have paid for the Products in advance, We can deduct reasonable storage and selling costs and account to You for any excess over the price of the Products or charge You for any shortfall below the price of the Products.

6.7 We (or Our nominated third party supplier) may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.

6.8 Each Product shall be supplied subject to the manufacturer's published specification and shall only be subject to amendment if the parties have agreed to such amendment in the Order. We reserve the right to make changes to the Products where necessary to comply with any legal requirements and which do not materially affect quality or performance.

6.9 Where the Products are or include software, that software shall be licensed to You on the terms of the End User Licence Agreement between You and the software developer or licensing body. You acknowledge and agree that We are not able to grant any rights regarding that software. By entering into the Contract, You warrant to Us that You will observe and perform all obligations and restrictions imposed upon You by the End User Licence Agreement. You shall indemnify Us against all losses, damages, claims and expenses (including reasonable professional fees) incurred directly or indirectly by Us as a result of Your failure to observe or perform the obligations and restrictions contained in the End User Licence Agreement.

7 TITLE AND RISK

- 7.1 The risk in the Products and/or Deliverables shall pass to You on completion of delivery.
- 7.2 Title to the Products and/or Deliverables shall not pass to You until We receive payment in full (in cash or cleared funds) for the Products and/or Deliverables and any other products that We have supplied to You in respect of which payment has become due.
- 7.3 Until title has passed to You, You shall:
- 7.3.1 hold the Products and/or Deliverables on a fiduciary basis as Our bailee;
- 7.3.2 take all reasonable steps to store the Products and/or Deliverables safely and in such a way that they can be identified as Our property should We exercise Our right to recover the Products and/or Deliverables;
- 7.3.3 maintain the Products and/or Deliverables in satisfactory condition, and keep them insured against all risks for their full price on Our behalf from the date of delivery;
- 7.3.4 notify Us immediately if You become subject to any of the events listed in clause 15.3.2; and
- 7.3.5 give Us such information relating to the Products and/or Deliverables as We may require from time to time.
- 7.4 If You fail to comply with Your obligations in clause 7.3 or if You become subject to an event described in clause 15.3.2 then We may at Our absolute discretion recover the Products and/or Deliverables from You and You grant Us permission to enter Your premises or any premises where the Products and/or Deliverables are located in order to recover them.

8 SERVICES

- 8.1 We shall provide the Services to You in accordance with the Order (and if applicable, the Specification) in all material respects.
- 8.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order (and if applicable, the Specification) but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You in any such event.

9 WARRANTIES

9.1 We warrant that, on delivery, the Products and/or Deliverables shall conform in all material respects with their description (and any applicable Specification).

9.2 You acknowledge that, unless We have specified to the contrary in the Order, We do not customise or develop the Products and are simply acting as a reseller. Where the Products have the benefit of a warranty granted by the manufacturer We will use reasonable endeavours to transfer to You the benefit of such warranties.

9.3 In order to make a valid claim regarding a Product or Deliverable that fails to comply with the warranty in clause 9.1:

9.3.1 You must give Us notice in writing within 3 Business Days of discovery that some or all of the Products and/or Deliverables do not comply with the warranty set out in clause 9.1;

9.3.2 We must be given a reasonable opportunity of examining such Products or Deliverables; and

9.3.3 at Our request, You must return such Products and/or Deliverables to Our place of business.

9.4 We shall not be liable for the Products' and/or Deliverables' failure to comply with the warranty in clause 9.1 if:

9.4.1 You make any further use of such Products and/or Deliverables after giving Us notice in accordance with clause 9.3.1;

9.4.2 the defect arises because You or Your employees, agents or subcontractors failed to follow the instructions regarding storage, installation, commissioning, use or maintenance of the Products and/or Deliverables;

9.4.3 You alter or repair such Products and/or Deliverables without Our prior written consent; or

9.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

9.5 We warrant to You that the Services shall be provided using reasonable care and skill.

9.6 In order to make a valid claim regarding Services that fail to comply with the warranty in clause 9.5:

9.6.1 You must give Us notice in writing within 3 Business Days of discovery that some or all of the Services do not comply with the warranty set out in clause 9.5; and

9.6.2 You must give Us a reasonable opportunity to investigate the matters giving rise to the claim.

9.7 Where a valid warranty claim is presented and upheld by Us, Our obligations arising under a breach of clause 9.1 or clause 9.5 shall be limited to:

9.7.1 repairing or replacing the defective Products and/or Deliverables or refunding the price of the defective Products or that part of the price that relates to the Deliverables; and

9.7.2 re performing the Services or refunding the price of those defective Services.

9.8 Except as provided in this clause 9, We shall have no liability to You in respect of the Products' and/or Deliverables' failure to comply with the warranty set out in clause 9.1 or the Services, failure to comply with 9.5.

9.9 All other warranties that are implied by statute, regulation or by custom and practice are excluded from the Contract.

9.10 The terms of this clause shall apply to any repaired or replacement Products and/or Deliverables and any re performed Services supplied by Us under clause 9.

10 INDEMNITIES

10.1 You shall indemnify Us against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Products and/or the Services.

10.2 Either We or Our suppliers or licensors shall defend You against any claim that any Intellectual Property Rights forming part of the Products and/or Services infringes any valid third party Intellectual Property Rights, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:

10.2.1 We are given prompt notice of any such claim;

10.2.2 You provide reasonable co-operation to Us and/or Our suppliers or licensors (as the case may be) in the defence and settlement of such claim, at Our expense; and

10.2.3 We or Our suppliers or licensors are given sole authority to defend or settle the claim.

10.3 In the defence or settlement of the claim, We or Our suppliers or licensors may obtain for You the right to continue using the relevant Products and/or Services, replace or modify the Products and/or Services so that it or they become non-infringing or, if such remedies are not reasonably available, terminate the Contract without liability to You.

10.4 We shall have no liability if the alleged infringement is based on:

10.4.1 modification of such Products and/or Services by anyone other than Us;

10.4.2 Your use of the Products and/or Services other than as specified by Us or Our suppliers or licensors; or

10.4.3 Your use of such Products and/or Services after notice of the alleged or actual infringement from Us or any appropriate authority.

10.5 You will indemnify Us against claims by any third party that data and information provided by You in relation to the Products or Services provided by Us infringe the Intellectual Property Rights of any third party. You are solely responsible for excluding any infringing material.

11 LIABILITY AND INSURANCE

11.1 This clause 11 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You. This clause must be read in conjunction with the liability clauses contained in the applicable Schedule to the relevant Products and/or Services.

11.2 Except as expressly and specifically provided in the Order or Schedule:

11.2.1 You assume sole responsibility for results obtained from the use of the Products and/or Services by You; and

11.2.2 all warranties, conditions and other terms implied by statute or common law are excluded from the Contract.

11.3 Nothing in this Contract excludes Our liability for:

11.3.1 death or personal injury caused by Our negligence;

11.3.2 fraud or fraudulent misrepresentation; or

11.3.3 any other liability that cannot be excluded as a matter of law.

11.4 We shall not be liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising under or in connection with the Contract for any:

11.4.1 loss of profit;

11.4.2 loss of goodwill;

11.4.3 loss of business;

11.4.4 loss of business opportunity;

11.4.5 loss of anticipated saving;

11.4.6 loss or corruption of data or information; or

11.4.7 special, indirect or consequential damages.

11.5 Subject to clauses 11.3 and 11.4 and, unless an alternative liability cap is provided in the relevant Order or Schedule to which the Product and/or Service giving rise to the claim relates, Our total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited for each claim or series of connected claims as follows:

11.5.1 where the claim relates to the Products supplied under the Contract, 300% of the total price of those Products;

11.5.2 where the claim relates to the Services supplied under the Contract, 300% of the total charges for those Services; or

11.5.3 where the claim relates to both Products and Services supplied under the Contract, 300% of the total value of the Contract.

11.6 During the term of the Contract, We shall maintain in force, with a reputable insurance company:

11.6.1 professional indemnity insurance in an amount not less than £1,000,000; and

11.6.2 public and product liability insurance in an amount not less than £2,000,000.

12 CONFIDENTIALITY

12.1 Except as provided for under clauses 12.2 and 12.3, both parties shall treat all information related to the provision of Services or supply of Products as Confidential Information.

12.2 Clause 12.1 shall not apply to the extent that:

12.2.1 the information was in the possession of the disclosing party without obligation of confidentiality prior to its disclosure;

12.2.2 such information was obtained from a third party without obligation of confidentiality;

12.2.3 such information was already in the public domain at the time of disclosure;

12.2.4 such information was independently developed without access to the other party's Confidential Information; or

12.2.5 such information is required to be disclosed by law, by a court of competent jurisdiction or by any regulatory or administrative body.

12.3 Each party may disclose Confidential Information to its personnel directly involved in the provision of the Services or supply of the Products and who need to know the information for that purpose. Each party shall ensure that each of its personnel receiving the information pursuant to this clause 12.3 are aware of and comply with the confidentiality obligation set out in this clause 12.

13 PERSONAL DATA

13.1 Subject to any contrary terms contained in the relevant Schedule:

13.1.1 You own and control the data (including personal data) held on Your System that may be subject to the Services; and

13.1.2 You are both data controller and data processor in relation to personal data and You are responsible for ensuring compliance with the Privacy and Data Protection Requirements.

13.2 In the course of performing the Services, We may incidentally act as data processor of Your data. You shall remain data controller of that data.

13.3 Where We are a data processor, You and We shall comply with our respective obligations set out in the Data Protection Schedule.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the Products shall be owned by Us or Our licensors. Where the Products are software (or include software) Your access to that software is subject at all times to the terms of the relevant End User Licence Agreement. Any Intellectual Property Rights in developments to the Products shall vest automatically in LMB Technology or Our licensors.

14.2 All Intellectual Property Rights in or arising out of or in connection with the Deliverables shall be owned by Us. You are granted a temporary, non-transferrable, royalty-free licence to use the Intellectual Property Rights contained in the Deliverables for the purpose for which they are provided to You. This licence shall immediately cease when the Contract cancels or expires. Any Intellectual Property Rights in developments to the Deliverables shall vest automatically in LMB Technology.

15 TERM AND TERMINATION

15.1 The Contract shall commence on the Effective Date and unless cancelled under clause 15.2 or terminated in accordance with clause 15.3, shall continue for its Term.

15.2 Subject to clause 15.3, after the Effective Date You cannot cancel a Contract unless We consent to such cancellation in writing and a condition of such consent shall be that You indemnify and reimburse Us for all losses (including lost revenue and profit), costs, fees, expenses incurred as a result of such cancellation. Where an Order is for a bespoke Product, You will be obliged to pay to Us the entire price of the Product.

15.3 Without prejudice to any other rights or remedies to which both parties may be entitled, either party may terminate this Contract without liability to the other if:

15.3.1 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

15.3.2 an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

16 EFFECT OF TERMINATION

16.1 In addition to any specific rights set out in the relevant Schedule, on expiry, termination or cancellation of the Contract for any reason:

16.1.1 any outstanding invoices shall become immediately payable;

16.1.2 any licences or other permissions granted by (or on behalf of) Us shall immediately terminate;

16.1.3 You shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to Us and which are supplied as part of this Contract; and

16.1.4 We may destroy or otherwise dispose of all and any of the data collected from the supply of the Services and the Products, unless We receive no later than 10 Business Days after the expiry of the Contract a written request for its delivery to You in which case:

16.1.4.1 We will deliver the items to You within 30 days of receipt of the written request, provided that You have paid all fees and charges outstanding at termination, cancellation or expiry; and

16.1.4.2 You shall pay all reasonable expenses incurred by Us in returning or disposing of the items.

16.2 The accrued rights of both parties as at expiry, termination or cancellation, or the continuation after expiry, termination or cancellation of any provision expressly stated to survive or implicitly surviving, shall not be affected or prejudiced.

17 NON-SOLICITATION OF EMPLOYEES

17.1 Neither party will solicit, entice away or attempt to entice away from the employment of the other, any person employed or engaged by it in the provision or receipt of the Products and/or Services at any time during the Term and for a further period of 6 months after the termination, cancellation or expiry of the Contract.

17.2 Both parties agree that the restriction in 17.1 shall not apply to staff employed by the other who have responded in good faith to nationally published employment advertisements.

17.3 In the case of a breach of clause 17.1, the breaching party shall on demand pay to the claiming party the sum equal to 35% of a year's basic salary as paid by the claiming party to the relevant employee at the effective date the employee leaves the claiming party.

18 FORCE MAJEURE

18.1 We shall have no liability to You under the Contract if We are prevented from or delayed in performing Our obligations under the Contract, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood or storm provided that You are notified of such an event and its expected duration ("**Force Majeure Event**").

18.2 We shall give You written notice as soon as reasonably practical on becoming aware of an event in clause 18.1. Such notice shall contain details of the circumstances giving rise to the event of force majeure.

18.3 Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligations will be suspended for the duration of the Force Majeure Event.

18.4 If an event specified in clause 18.1 prevents Us from performing Our obligations under the Contract for a continuous period in excess of 4 weeks or for a total of more than 8 weeks in any 12 month period, either party shall be entitled to terminate the Contract by written notice provided a Force Majeure Event remains subsisting at the time of the notice.

19 ASSIGNMENT

19.1 You shall not without Our prior written consent assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under the Contract.

19.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under the Contract.

20 ADDITIONAL TERMS

20.1 These General Terms and Conditions (and any documents referred to in them) are the entire agreement between the parties with regard to their subject matter and no other terms, conditions, warranties or statements (unless fraudulent) will apply. Each party acknowledges that in entering into the Contract it does not do so on the basis of, and does not rely on any representation, unless made fraudulently, warranty or other provision not expressly contained in the Contract. Any variation to the Contract must be in writing and signed on behalf of both parties. If a court decides that any part of the Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Contract shall not prevent the exercise of that or any other right. No person other than a party to this Contract shall have any rights to enforce any terms of this Contract. Nothing in this Contract shall create (or be deemed to create) a partnership or agency between the parties. The language of this Contract (including any notices and correspondence) shall be the English language.

21 NOTICES

21.1 Any notice given under the Contract shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business as set out in the Order;

21.1.2 if available, sent by fax to its main fax number or to the fax number provided in the Order; or

21.1.3 sent by email to an email address provided in the Order.

21.2 Any notice shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

21.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission; or

21.2.4 if sent by email at 9:00 am on the next Business Day after transmission.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

22 DISPUTE RESOLUTION

22.1 We shall attempt to resolve any dispute with You arising in relation to the Contract through negotiation between respective senior staff who have authority to settle such dispute. If the matter is not resolved through negotiations then the procedure set out below will apply.

22.2 If a dispute cannot be resolved in accordance with the procedure in clause 22.1 then the dispute shall be referred to an Alternative Dispute Resolution (ADR) procedure recommended by the Centre for Effective Dispute Resolution (CEDR) acceptable to both You and Us before pursuing any other remedies available. If either party fails or refuses to participate in the ADR procedure, or if in any event the dispute is not resolved within 60 days after reference to the ADR procedure, legal proceedings may be instituted in accordance with clause 23. The mediation shall be conducted in English in London (unless another language or location is agreed by the parties).

23 GOVERNING LAW AND JURISDICTION

23.1 This Contract and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

23.2 Save as set out in clause 23, both parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract, its subject matter or formation (including non-contractual disputes or claims).

DATA PROTECTION SCHEDULE

AGREED TERMS

1 INTERPRETATION

1.1 In this Schedule, capitalised words shall unless varied below have the meaning given to them in the General Terms and Conditions. In addition, the following definitions apply to this Schedule:

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“General Terms and Conditions” means LMB Technology’s general terms and conditions applicable to this Contract.

“Personal Data” means personal data supplied by You to Us pursuant to the Services.

“Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

“Services” has the meaning given to it in the General Terms and Conditions

1.2 **“Data subject”, “personal data”, “processing” and “appropriate technical and organisational measures”** shall bear the meanings given to those terms respectively in the DPA and, from 25 May 2018, the GDPR.

1.3 In this Schedule, all clauses within the General Terms and Conditions shall apply alongside and in addition to those clauses set out below. Unless otherwise specified in this Schedule, all clause references shall be to clauses contained in this Schedule.

2 DATA PROCESSING

2.1 We shall process the Personal Data in compliance with Your documented instructions from time to time unless We are required to do otherwise by law in which case, We shall inform You about that legal requirement before processing, unless We are prohibited by law to do so on grounds of public interest.

2.2 The parties agree that the subject matter, duration, nature and purpose of processing, the type of Personal Data and the categories of data subject are set out in Appendix 1.

3 AUDIT

3.1 We shall keep at Our normal place of business records relating to the processing of the Personal Data insofar as it is necessary to demonstrate compliance with Our obligations under this Schedule ("**Records**").

3.2 We shall permit You, on reasonable notice, to gain access to and take copies of, the Records at Our premises and inspect those Records provided that:

3.2.1 such Records shall only be made available to the extent the same is necessary for Us to discharge Our obligations pursuant to the GDPR (and, in particular, Article 28(3)(h) of the GDPR); and

3.2.2 You shall use the Records for no other purpose except the purpose of auditing Our compliance with Our obligations under this Schedule only;

3.2.3 You shall carry out such inspection as soon as possible after the Records have been made available to you and then return copies of the same to Us as soon as possible after completion of such inspection; and

3.2.4 You shall exercise Your rights under this clause 3 with as little disturbance to Our business operations as possible.

4 SECURITY BREACH

4.1 If We become aware of a Security Breach relating to the Personal Data, then We shall, without undue delay, notify You of the same.

5 OUR PROCESSING OBLIGATIONS

5.1 For the purposes of Article 28 of the GDPR (*Processor*) We agree that:

5.1.1 We shall not engage another processor unless in accordance with clause 8;

5.1.2 all persons authorised to process the Personal Data have entered into a binding contractual agreement with Us to ensure that the Personal Data remains confidential at all times or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;

5.1.3 We shall, taking into account the nature of the processing, assist You by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of Your obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR provided that any costs incurred in relation to such assistance shall be borne exclusively by You;

5.1.4 We shall assist You in ensuring compliance with the obligations pursuant to Articles 32 (*Security of processing*) to Article 36 (*Prior consultation*) of the GDPR taking into account the nature of

processing and the information available to Us and provided that any costs incurred in relation to such assistance shall be borne exclusively by You; and

5.1.5 at Your option, We shall delete or return all of the Personal Data to You after the end of the Term, and shall delete existing copies unless any provision of the Privacy and Data Protection Requirements requires storage of the Personal Data.

6 WARRANTIES

6.1 Each party warrants to the other that it will process the Personal Data in compliance with the Privacy and Data Protection Requirements.

6.2 Without prejudice to clause 6.1, We warrant that:

6.2.1 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:

6.2.2 the pseudonymisation and encryption of the Personal Data;

6.2.3 the ability to ensure the on going confidentiality, integrity, availability and resilience of processing systems and Services;

6.2.4 the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and

6.2.5 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

7 EFFECT OF TERMINATION

7.1 On any termination of the Contract for any reason or expiry of the Term We shall:

7.1.1 unless notified otherwise by You or required by law, as soon as reasonably practicable cease all processing of the Personal Data;

7.1.2 as soon as reasonably practicable return or destroy (as directed in writing by You) all Personal Data, provided to Us by You in connection with the Contract.

8 SUB-PROCESSING

8.1 We shall not engage another processor without Your prior specific or general written authorisation and without acting in accordance with the provisions of this clause 8.

8.2 We will notify You of the identity of any proposed sub-processor following which You shall either approve or reject the appointment of such sub-contractor.

8.3 If You reject such appointment under clause 2, or We do not receive a response from you within 5 Business Days of Our notice under clause 8.2, We shall not sub-contract any of Our obligations under this Schedule to such proposed sub-processor and We reserve the right to terminate the Contract on written notice. If You approve the appointment of such sub-processor under that clause, then before such appointment takes effect, We shall enter into and maintain for the duration of such appointment a written agreement with such sub-processor on terms that are similar those set out in this Schedule.

**APPENDIX 1
KEY DETAILS**

GDPR ARTICLE 28 PARTICULARS

ITEM	DESCRIPTION
Subject Matter	Managed services (IT support services), cloud hosting, managed back up, hiring of hardware, supply of IT hardware and/or software and /or provision of other IT services.
Duration	The Term
Nature and purpose of processing	If we are providing cloud hosting services or managed back up services, then we will be responsible for the storage of Data. In provision of other services, We may incidentally come across Data in the course of providing those services but in very limited circumstances. When hiring hardware to you, we may collect details of usernames and passwords stored on the devices.
Type of data	This includes full names, usernames, passwords, addresses, email addresses, telephone numbers and any other Data we may be storing (if providing cloud hosting or managed back up services) or viewing (if providing other services)
Categories of data subjects	Customers (and Our customers' employees, suppliers and/or customers)