



Terms of Service Agreement

Last Updated: February 25th, 2025

This **Terms of Service Agreement** ("Agreement") is a legally binding contract between **Nuworks Ltd**, a company incorporated and registered in England, trading as **BrokerCentral** ("BrokerCentral", "Provider", "we", "our", or "us"), and the individual or entity ("Customer", "you", or "your") that accesses, installs, or uses the BrokerCentral software and related services (the "Services").

The BrokerCentral Services are offered to the Client subject to its acceptance of these BrokerCentral Terms of Service (the "Terms"). By accessing, installing, or using the BrokerCentral Services, or by otherwise indicating assent to these Terms, the Client enters into a legally binding contract with BrokerCentral.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER OR THE COMPANY YOU WORK FOR, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY. IN SUCH A CASE, THE TERMS "YOU," "YOUR," "CUSTOMER," OR ANY SIMILAR CAPITALISED TERM HEREIN WILL REFER TO SUCH ENTITY.

These Terms constitute a contract governing the Client's use of the BrokerCentral Services and include all additional terms and documents incorporated by reference, including:

- Order Form (Order Form)
- Acceptable Use Policy (AUP)
- Data Processing Agreement (DPA)

BY REGISTERING FOR, PURCHASING ACCESS TO, ACCESSING, AND/OR USING THE BROKERCENTRAL SERVICES OR OTHERWISE INDICATING ASSENT, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE THE BROKERCENTRAL SERVICES.

THESE TERMS CONTAIN AN ARBITRATION PROVISION THAT APPLIES TO SUBSCRIPTIONS OR USE OF BROKERCENTRAL'S SERVICES. THIS ARBITRATION PROVISION CAN BE FOUND IN SECTION 17 BELOW.

THE ARBITRATION PROVISION APPLIES TO BROKERCENTRAL CLIENTS OR SUBSCRIBERS AND DOES NOT COVER DISPUTES BETWEEN BROKERCENTRAL AND INDIVIDUALS MERELY BROWSING BROKERCENTRAL'S WEBSITE.

IF YOU DO NOT AGREE TO ARBITRATE DISPUTES WITH BROKERCENTRAL, DO NOT SUBSCRIBE TO OR PURCHASE BROKERCENTRAL'S PRODUCTS OR SERVICES.



1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement

- **“Agreement”** means this Software-as-a-Service agreement (including its Schedules) and any amendments made to it from time to time.
- **“Add-On Feature”** means a feature or set of features within the Platform that are subject to additional charges, as set forth in the Order Form and/or during the purchase process, and may be subject to additional terms as outlined in the Order Form.
- **“AI Functionality”** means any aspects of the Platform that are powered by artificial intelligence, machine learning, or similar technologies.
- **“Business Day”** means any weekday other than a bank or public holiday in the United Kingdom.
- **“Business Hours”** means the hours between 09:00 and 17:00 on a Business Day.
- **“Charges”** means one-time, additional, or variable payments for services outside the standard Subscription, including but not limited to: payments for Additional Projects; charges for bespoke modifications or requested enhancements; late payment penalties; one-time costs for exceeding usage limits beyond the agreed Subscription plan.
- **“Customer Confidential Information”** means:
 - (a) any information disclosed (whether in writing, orally, or otherwise) by the Customer to the Provider that is marked as “confidential”, described as “confidential”, or should have been understood by the Provider at the time of disclosure to be confidential;
 - (b) the financial terms and conditions of this Agreement;
 - (c) the Customer Materials; and
 - (d) any other information that a reasonable person or entity would consider confidential in nature.
- **“Customer Materials”** means all data, works, and materials:
 - (a) uploaded to, stored on, processed using, or transmitted via the Platform by or on behalf of the Customer, or by any person, application, or automated system using the Customer's account; and
 - (b) otherwise provided by the Customer to the Provider for the purposes of or in connection with this Agreement.
- **“Defect”** means a defect, error, or bug that has an adverse effect on the appearance, operation, or functionality of the Platform, but excluding any defect, error, or bug that arises from or is caused by:
 - (a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents, suppliers, or subcontractors; or
 - (b) an incompatibility between the Platform and any system, application, program, or software not specified as compatible in the Order Form.
- **“Documentation”** means the materials provided by the Provider to the Customer that specify how the Platform should be used.
- **“Effective Date”** means the date on which this Agreement is executed, as set out in the Order Form.
- **“Fees”** means recurring payments associated with the Customer's Subscription to the Platform, including but not limited to: Standard Subscription Fees; Add-On Features Fees; Renewal Fees; Licence Fees for access to the Platform.
- **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights. This includes copyrights, related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights, and design rights.
- **“Licence Fees”** means Fees specifically related to the Customer's right to access and use the Platform, as outlined in the Order Form. These may be subject to increases due to Add-On Features, Additional Projects, or modifications requested by the Customer.
- **“Open-Source Software”** means software licensed under an open-source license as defined by the [Open Source Initiative](#) or the [Free Software Foundation](#).
- **“Personal Data”** has the meaning given to it in the Data Protection Act 2018.
- **“Permitted Purpose”** means the Customer's right to use the Platform for its internal business operations only.
- **“Platform”** means the software platform known as ‘BrokerCentral’ that is owned and operated by the Provider, and that will be made available to the Customer as a service via the internet under this Agreement.
- **“Schedule”** means any schedule attached to and incorporated into this Agreement.
- **“Services”** means all services provided or to be provided by the Provider to the Customer under this Agreement, including but not limited to the Support Services.
- **“Subscription”** means the period specified as such in the Order Form.
- **“Supplemental Terms”** means the additional terms, as set forth in the Order Form, applicable to the Customer's use of certain features, services, or third-party integrations.
- **“Support Services”** means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Schedule 2.
- **“Term”** means the duration of this Agreement as set out in the Order Form.
- **“Upgrades”** means new versions or updates to the Platform, whether for the purpose of bug fixes, security patches, or functional enhancements.

1.2 Statutory References

In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 Clause Headings

The Clause headings do not affect the interpretation of this Agreement.



1.4 Ejusdem Generis Rule

The ejusdem generis rule is not intended to be used in the interpretation of this Agreement.

2. Term

2.1 Commencement and Duration

- This Agreement shall commence on the **Effective Date** and shall continue until the **Term Expiry Date** specified in the Order Form, unless terminated earlier in accordance with Clause 13.

2.2 Subscription and Fees

- To access and use the Platform and Services, the Customer must select a Subscription and pay the applicable Subscription Fees. The Subscription shall define the Customer's permitted use of the Platform, including the number of authorised users, features, and service level entitlements, as detailed in the Order Form.

2.3 Additional Entitlements

- The Customer may purchase additional entitlements, including expanded user access or upgraded features, subject to payment of additional Fees. Any such upgrades shall be governed by the terms of this Agreement and shall run concurrently with the existing Subscription.

2.4 Automatic Renewal

- Unless otherwise agreed in writing, this Agreement shall automatically renew for successive periods equal to the initial Subscription Term. Either party may prevent renewal by providing written notice of termination or non-renewal at least:
 - (a) 60 days prior to the Term Expiry Date for Subscriptions with a term longer than one month; or
 - (b) 7 days prior to the Term Expiry Date for rolling monthly Subscriptions.
 - Any renewal shall be subject to the then-current terms and Subscription Fees.
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3. The Platform

3.1 Access to the Platform

- The Provider will make the Platform available to the Customer by setting up an account and providing login credentials as soon as practicable following the Effective Date, provided the applicable Fees have been paid.

3.2 Licence to Use the Platform

- Subject to the limitations in Clause 3.3 and the prohibitions in Clause 3.4, the Provider grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Platform for the **Permitted Purpose** in accordance with the Documentation, for the duration of the Subscription.

3.3 User Access and Entitlements

- The licence granted under Clause 3.2 is subject to the following limitations:
 - **User Restrictions** – The Platform may only be used by the number of concurrent or named users specified in the Order Form. The Customer may request additional user access, subject to payment of additional Fees.
 - **Authorised Users** – The Platform may only be used by the employees of the Customer, except where third-party access is expressly agreed in the Order Form and in this Agreement.
 - **Acceptable Use** – The Customer and its users must comply at all times with the Acceptable Use Policy (AUP).

3.4 Prohibited Uses

Except where required by law or expressly permitted in this Agreement:

- (a) The Customer may not sub-license, rent, or assign its right to use the Platform, except as provided in Clauses 3.8 and 3.9.
- (b) The Customer must not frame, re-publish, or redistribute any part of the Platform.
- (c) The Customer must not alter, adapt, reverse engineer, decompile, disassemble, or modify the Platform.



3.5 Modifications to the Platform

- The Provider reserves the right to update, modify, or suspend any part of the Platform at any time without prior notice. The Provider shall not be liable for any modification, suspension, or discontinuance of any element of the Platform.

3.6 Intellectual Property Rights

- The Platform, including all Intellectual Property Rights, shall remain the exclusive property of the Provider. The Customer has no rights to the source code or object code unless explicitly agreed otherwise in a separate written agreement with the Provider.

3.7 Security and Account Responsibility

The Customer must:

- (a) Use all reasonable endeavours to ensure that unauthorised persons do not access the Platform using the Customer's credentials.
- (b) Notify the Provider immediately in case of unauthorised access, data breaches, or credential misuse.
- (c) Be responsible for ensuring the security of user credentials and must implement best practices, including two-factor authentication where applicable. The Provider is not liable for breaches due to weak or compromised customer credentials.

3.8 Third-Party Access

- The Customer may permit access to the Platform to third parties only where:
 - (a) Such access is reasonably necessary for the Customer's business and does not violate this Agreement.
 - (b) Any third party with software development expertise must receive prior written approval from the Provider.
 - (c) Third-party access is granted only via the Customer's login credentials, and access is revoked immediately once no longer needed.

3.9 Sub-Licensing of the Platform

- The Customer may sub-license use of the Platform within the agreed locations set out in the Order Form, provided that:
 - (a) The Provider grants prior written consent (not to be unreasonably withheld).
 - (b) Additional Fees for sub-licensing are agreed upon and reflected in an updated Order Form.
 - (c) The sub-licensee does not compete with the Provider.
 - (d) The Customer assumes full responsibility for any breaches or misuse by the sub-licensee and shall indemnify the Provider accordingly.

3.10 Add-On Features

- The Provider may offer Add-On Features that enhance the functionality of the Platform. The Customer may choose to subscribe to Add-On Features for an additional Fee. The use of such Add-On Features shall be subject to the terms of this Agreement and any applicable Supplemental Terms agreed upon at the time of subscription in the Order Form. Add-On Features may have different renewal terms and may be discontinued at the Provider's sole discretion.

3.11 Beta Services

- From time to time, the Provider may offer early access to new features or functionalities of the Platform ("Beta Services"). Beta Services are provided for testing and evaluation purposes only, and the Provider reserves the right to modify or discontinue Beta Services at any time without notice. The Customer acknowledges that Beta Services may be incomplete, contain Defects, or not function as intended. The Provider makes no warranties regarding Beta Services, and the Customer's use of Beta Services is at its own risk.

3.12 AI Functionality

- Certain aspects of the Platform may include artificial intelligence or machine learning capabilities ("AI Functionality"). The Customer acknowledges that AI-generated outputs may not always be accurate, complete, or reliable, and that the Customer must independently verify and validate any AI-generated results before relying on them.
 - The Customer shall not use AI Functionality to generate or distribute misleading, unlawful, or harmful content.
 - The Provider does not permit third-party AI models to train on Customer Data.
 - The Provider may partner with third-party AI service providers to deliver AI Functionality, and by using such features, the Customer consents to the sharing of input and output data with those providers under applicable data protection laws.
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4. Support Services and Upgrades

4.1 Support Services

- During the Subscription, the Provider shall provide Support Services to the Customer and may apply Upgrades to the Platform, in accordance with the service level agreement set out in Schedule 1.

4.2 Sub-Contracting Support

- The Provider reserves the right to sub-contract the provision of any Support Services without obtaining prior consent from the Customer. However, the Provider shall remain responsible for ensuring that all sub-contracted Support Services comply with the terms of this Agreement.

5. Customer Materials and Intellectual Property Rights

5.1 Licence to Use Customer Materials

- The Customer grants the Provider, during the Subscription, a non-exclusive, worldwide, royalty-free licence to store, process, copy, and use the Customer Materials on the Platform for the purposes of:
 - (a) Operating and maintaining the Platform and providing the Services;
 - (b) Improving and enhancing the Platform and Services, including for the Provider's internal data analysis and insights;
 - (c) Generating aggregated and anonymised insights for the benefit of the Customer and other customers, provided such insights do not contain identifiable Customer Data; and
 - (d) Fulfilling the Provider's obligations and exercising its rights under this Agreement.

5.2 Ownership of Customer Materials

- Subject to Clause 5.1, all Intellectual Property Rights in the Customer Materials shall remain, as between the parties, the exclusive property of the Customer.

5.3 Warranties Regarding Customer Materials

- The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with this Agreement, shall not:
 - (a) Breach any applicable laws, regulations, or legally binding codes;
 - (b) Infringe any third party's Intellectual Property Rights or other legal rights; or
 - (c) Give rise to any claim, legal action, or liability against the Provider, the Customer, or any third party.

5.4 Provider's Rights on Suspected Breaches

- If the Provider reasonably suspects that the Customer has breached any provisions of Clause 5, the Provider may, without liability:
 - (a) Remove, modify, or restrict access to the relevant Customer Materials; and/or
 - (b) Suspend some or all of the Services and/or the Customer's access to the Platform while investigating the matter.

5.5 Material Breach

- A breach of Clause 5 by the Customer shall be deemed a material breach of this Agreement for the purposes of Clause 13 (Termination).

5.6 Intellectual Property Rights of the Platform and Services

- The Provider and/or its licensors retain all Intellectual Property Rights in and to:
 - (a) The Platform, including any customisations, modifications, or enhancements made by or for the Provider;
 - (b) The Services, including any support, updates, or additional features;
 - (c) The Documentation; and
 - (d) Any Additional Projects developed or delivered by the Provider.
- Except as expressly granted in this Agreement, the Customer does not acquire any rights, title, or interest in or to the Platform, Services, Documentation, or Additional Projects.

6. INTENTIONALLY NOT USED.



7. Charges and Fees

7.1 Invoicing and Payment Obligations

- The Provider shall issue invoices for the Charges and Fees to the Customer in accordance with the provisions of the Order Form.
- The Customer agrees to pay all invoiced amounts in full within seven (7) days of the invoice date, using a bank transfer or any other approved payment method notified by the Provider.

7.2 Taxes and Withholding

- All Charges and Fees are exclusive of applicable taxes. The Customer shall pay any VAT, sales tax, or other applicable levies in addition to the principal amounts.
- If withholding tax applies, the Customer must gross up payments so that the full invoice amount is received by the Provider.

7.3 Payment Methods

- The Customer shall pay via bank transfer or other payment methods approved by the Provider, using the details provided.

7.4 Late Payments and Interest

If the Customer fails to pay an amount due, the Provider may:

- (a) Charge late interest at 1% per month on outstanding balances, compounding monthly;
- (b) Recover reasonable costs related to debt collection, including legal fees and court costs; and
- (c) Suspend access to the Platform and Services until full payment is received.

7.5 Adjustment of Fees

- The Provider may adjust the Fees under the Order Form with 90 days' notice. The increase shall not exceed the UK Consumer Prices Index (CPI) increase for the same period.
- If the Customer does not agree to the fee increase, they may terminate the agreement within 30 days of notification without incurring early termination penalties.

7.6 Non-Payment and Suspension of Services

If a payment is overdue by more than 15 days, the Provider may, without liability:

- (a) Suspend access to the Platform and Support Services;
- (b) Restrict or delete Customer Materials stored on the Platform;
- (c) Terminate the Agreement if the overdue balance is not settled within a further 15 days.

7.7 Subscription Commitment

- Unless explicitly agreed otherwise, the Customer remains liable for all Licence Fees until the expiry of the Subscription, even if the Platform or Services are not used.

8. Warranties

8.1 Customer Warranties

The Customer warrants that:

- (a) It has the legal right and authority to enter into this Agreement and use the Platform in accordance with the Permitted Purpose.
- (b) It is solely responsible for ensuring compliance with financial services legislation and regulations applicable to its business.

8.2 Provider Warranties

The Provider warrants that:

- (a) It has the legal right and authority to enter into and perform its obligations under this Agreement.



- (b) It will provide the Platform and Support Services with reasonable care and skill.
- (c) The Platform will substantially perform as described in the Documentation, subject to any Upgrades.
- (d) The Platform will be hosted in accordance with commitments set out in Schedule 1.
- (e) The Platform (excluding Customer Materials) does not infringe any third-party Intellectual Property Rights.

8.3 Service Limitations

The Customer acknowledges and agrees that:

- (a) The Provider does not warrant that the Platform will be defect-free, uninterrupted, or meet the Customer's requirements.
- (b) The Platform may not be compatible with all applications or third-party software unless explicitly stated in the Order Form.
- (c) The Provider is not responsible for third-party integrations, beta features, or software outside its control.
- (d) All warranties, representations, and conditions not expressly stated in this Agreement are disclaimed to the maximum extent permitted by law.

8.4 Exclusions and Limitations

The warranty in Clause 8.2 does not apply to:

- (a) Non-conformities arising from Customer modifications, misuse, or unauthorised access to the Platform.
- (b) Downtime or issues caused by internet connectivity or third-party service providers.
- (c) Issues arising from Customer's business operations, including financial transactions and regulatory compliance.

8.5 Indemnification for Third-Party Claims

- (a) If a third party claims that the Platform infringes its Intellectual Property Rights, the Provider will, at its discretion:
 - Obtain rights for the Customer to continue using the Platform;
 - Modify the Platform to be non-infringing; or
 - Terminate the Agreement and provide a prorated refund of any Fees already paid for the unused portion of the Subscription Term from the termination date.
- (b) The Provider will have no obligation under Clause 8.5 if the claim results from:
 - Customer Materials;
 - Customer's unauthorised modifications to the Platform;
 - Customer's misuse of the Platform in a manner not intended under this Agreement.

9. INDEMNITIES

9.1 Customer Indemnification

The Customer shall indemnify, defend, and hold harmless the Provider, its Affiliates, officers, directors, employees, and agents from and against any liabilities, damages, losses, costs, and expenses (including legal fees) arising out of:

- (a) The Customer's breach of Clause 5.3 (Intellectual Property Rights of Customer Materials) or any other clause in this Agreement;
- (b) The Customer's misuse of the Platform, including violations of statutory, regulatory, or contractual obligations;
- (c) Any third-party claims arising from the Customer's data, including privacy violations, intellectual property disputes, or unauthorised data usage;
- (d) Security breaches, data loss, or unauthorised access resulting from the Customer's failure to maintain adequate security measures for its credentials, data, or systems;
- (e) Any claims arising from third-party software, integrations, or applications not provided by the Provider and used by the Customer, where such claims result from incompatibility, security risks, or unauthorised modifications made to the Platform.
- (f) The Customer shall indemnify the Provider for any claims, penalties, or damages arising from non-compliance with data protection laws, as specified in the Data Processing Agreement (DPA). Similarly, the Provider shall indemnify the Customer for any breaches caused by its own negligence or failure to comply with the DPA.

9.2 Provider Indemnification

The Provider shall indemnify, defend, and hold harmless the Customer against any third-party claim arising out of a breach of Clause 8.2(e) (Intellectual Property Rights infringement), subject to the following conditions:

- (a) The Customer must provide prompt written notice of any claim;
- (b) The Customer must cooperate reasonably in the defense of the claim, at the Provider's expense;
- (c) The Provider has sole authority to defend or settle the claim.



In response to such a claim, the Provider may, at its discretion:

- (i) Procure the right for the Customer to continue using the Platform;
- (ii) Modify or replace the Platform to avoid infringement; or
- (iii) If neither option (i) nor (ii) is commercially reasonable or feasible, terminate this Agreement and provide a pro-rata refund of Subscription Fees already paid for the unused period of the Subscription Term.

9.3 Indemnity Exclusions

The Provider will not be liable for any claims arising from:

- (a) Customer modifications to the Platform, including customisations, alterations, or third-party integrations added without the Provider's prior written consent;
- (b) Customer use of the Platform contrary to instructions or outside the scope of permitted use;
- (c) Customer's continued use of the Platform after an infringement notice;
- (d) Security breaches, hacking, or unauthorised access caused by Customer negligence, lack of security controls, or failure to implement recommended updates;
- (e) Third-party software, applications, or integrations that are not provided or maintained by the Provider, even if they interoperate with the Platform;
- (f) Any claim based on the combination of the Platform with other software or services, where such combination causes infringement, malfunction, or security vulnerabilities.

9.4 Security and Third-Party Integration Disclaimer

- (a) The Customer acknowledges that third-party integrations, applications not provided by the Provider, and external APIs may introduce security risks, data loss, or service disruptions, and that the Provider is not responsible for any resulting liabilities.
- (b) The Customer is responsible for assessing the security, compliance, and reliability of any third-party integration before enabling it for use with the Platform.
- (c) The Provider may, at its discretion, suspend or disable third-party integrations that pose a security or legal risk to the Platform, Services, or other Customers.

9.5 Sole Remedy

- The remedies described in Clauses 9.1 to 9.4 constitute the Customer's exclusive remedy for any third-party claims, data security issues, or intellectual property infringement claims.

9.6 Open-Source Software Disclaimer

- The Customer acknowledges that any Open-Source Software provided by the Provider is supplied "as is", without warranties, and subject to the disclaimer in Clause 8.3. The Platform may include Open-Source Software under various licenses (including but not limited to MIT, GPL, Apache). The Provider shall comply with all applicable Open-Source License obligations and will disclose modifications upon request.

10. Limitations and Exclusions of Liability

10.1 Non-Excludable Liability

Nothing in this Agreement shall:

- (a) Limit or exclude a party's liability for death or personal injury caused by negligence;
- (b) Limit or exclude a party's liability for fraud or fraudulent misrepresentation;
- (c) Limit liability in a manner that is not permitted under applicable law; or
- (d) Exclude liability that cannot legally be excluded.

10.2 Scope of Liability Limitation

- The limitations and exclusions in this Clause apply to all liabilities arising under this Agreement, including those arising in contract, tort (including negligence), statutory duty, or otherwise.

10.3 Cap on Liability

- (a) A party's total liability for damage to real property and tangible personal property caused by negligence shall not exceed £1,000,000 per event or series of related events.



- (b) Except as set out in Clause 10.1, the Provider's maximum liability for any event or series of related events shall not exceed the total amount paid by the Customer under this Agreement in the six (6) months immediately preceding the event giving rise to the claim (or, if the Agreement has been in effect for less than six (6) months, the total amount paid by the Customer during the term of the Agreement up to the date of the claim).
- (c) In no event shall the Provider's aggregate liability exceed the total Charges and Fees paid under this Agreement.

10.4 Exclusion of Indirect and Consequential Damages

To the maximum extent permitted by law, under no circumstances will either party be liable to the other for:

- (a) Third-party claims against the party for loss or damages;
- (b) Loss or damage to the Customer's records or data, except for data stored within the Platform during the period of this Agreement;
- (c) Loss of profit, revenue, goodwill, or anticipated savings (whether direct or indirect);
- (d) Business interruption, lost opportunities, reputational damage, or increased costs;
- (e) Any special, indirect, incidental, or consequential loss or damage, whether foreseeable or not, arising in connection with this Agreement.

10.5 Service Availability, Third-Party Applications, and Integrations

- **(a) Service Availability**
The Provider does not guarantee uninterrupted or error-free service. The Customer acknowledges that occasional disruptions, maintenance, or third-party dependencies may impact service availability.
- **(b) Third-Party Applications & Integrations**
The Provider shall not be liable for any damages, loss, or disruptions caused by:
 - • Customer's use of third-party software, APIs, or applications not provided by the Provider, even if integrated with the Platform.
 - • Errors, incompatibilities, or failures arising from the interaction of the Platform with third-party software or systems.
 - • Data loss, security breaches, or performance issues resulting from third-party integrations, including but not limited to external authentication tools, analytics platforms, payment gateways, or automation software.
 - • Downtime, modifications, or discontinuation of a third-party service that affects the Platform's functionality.
 - • Customer's reliance on third-party tools, recommendations, or add-ons, whether provided through the Provider's marketplace, API integrations, or other means.
- **(c) Third-Party Data Processing Risks**
The Provider shall not be liable for any data breaches, unauthorised disclosures, or regulatory violations arising from the Customer's use of third-party data processing services, cloud storage solutions, or external applications.
- **(d) Security Responsibilities for Third-Party Applications**
 - (i) The Customer is responsible for assessing the security, compliance, and reliability of any third-party integration before enabling it for use with the Platform.
 - (ii) The Provider does not guarantee that third-party integrations will comply with privacy laws, data protection regulations, or industry standards.
 - (iii) The Customer shall indemnify the Provider for any liability, claims, or regulatory fines arising from the Customer's reliance on third-party applications or failure to implement appropriate security measures.
- **(e) Provider's Right to Suspend Third-Party Integrations**
The Provider may, at its sole discretion, suspend or disable any third-party integrations that pose a security, legal, or operational risk to the Platform, Services, or other Customers.

10.6 AI-Generated Content and Functionality

- **(a) No Guarantee of Accuracy**
The Provider makes no warranties regarding the accuracy, reliability, or suitability of any AI-generated content, recommendations, or outputs from AI-powered functionality within the Platform. The Customer acknowledges that AI-generated content is based on statistical models and may contain errors, biases, or incomplete information.
- **(b) Customer's Responsibility for AI Use**
 - (i) The Customer is solely responsible for reviewing, validating, and verifying all AI-generated content before relying on it for business, financial, legal, or regulatory decisions.
 - (ii) The Customer must ensure that AI-generated content complies with applicable laws, industry regulations, and contractual obligations before using or sharing it.
 - (iii) The Provider is not liable for any legal claims, regulatory penalties, or business losses resulting from the Customer's reliance on AI-generated outputs.
- **(c) AI Training and Data Use**
 - (i) The Provider does not use Customer Data to train public AI models.
 - (ii) If AI functionality involves third-party AI service providers, the Customer agrees that input and output data may be processed by such providers in accordance with their terms of service.
- **(d) AI Restrictions**
The Customer may not use AI functionality:
 - • To generate deceptive, fraudulent, or misleading content;
 - • To create automated decisions affecting individuals in a legally significant manner without appropriate human oversight;
 - • For purposes that violate privacy laws, discrimination laws, or financial regulations.

10.7 Regulatory Compliance and Risk Allocation



- **(a) Customer's Regulatory Obligations**

The Customer is solely responsible for ensuring that:

- • Its business operations comply with financial services laws, data protection regulations, and industry standards.
- • Its use of the Platform, including AI functionality, does not violate legal or contractual obligations.
- • All transactions, communications, or business processes conducted via the Platform comply with applicable regulatory frameworks.

- **(b) No Provider Liability for Regulatory Breaches**

The Provider shall not be liable for:

- • Regulatory fines, enforcement actions, or third-party claims arising from the Customer's non-compliance with laws or industry standards;
- • Any reliance on AI-generated insights, predictions, or risk assessments that do not align with legal, financial, or compliance requirements;
- • Customer decisions or transactions made through the Platform that result in regulatory non-compliance.

- **(c) Suspension for Regulatory Non-Compliance**

The Provider reserves the right to suspend or terminate access to the Platform or specific functionalities if required to comply with legal, regulatory, or law enforcement orders.

11. Data Protection

11.1 Customer Warranties and Responsibilities

- The Customer warrants that it has the legal right to disclose all Personal Data provided to the Provider under or in connection with this Agreement. The Customer shall ensure that its collection, use, and disclosure of Personal Data comply with applicable Data Protection Laws, as outlined in the Data Processing Agreement (DPA).

11.2 Provider Warranties and Data Processing Obligations

- The Provider shall process Personal Data strictly in accordance with the Data Processing Agreement (DPA). This includes compliance with security obligations, breach notifications, and data protection requirements as required by the UK GDPR and Data Protection Act 2018.

11.3 Data Security Measures

- All security measures related to data processing, including encryption, access controls, and incident response, shall be implemented in accordance with the Data Processing Agreement (DPA). The Provider shall maintain appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of Personal Data.

11.4 Data Breach Notification

- In the event of a Personal Data Breach, the Provider shall notify the Customer in accordance with the Data Processing Agreement (DPA). The notification shall include details on the nature of the breach, affected data categories, and mitigation measures.

11.5 Data Processing Roles and Responsibilities

- The Provider shall act as a Data Processor and the Customer as a Data Controller, as defined in the Data Processing Agreement (DPA). The obligations related to processing, compliance, and regulatory requirements are governed by the DPA. Disputes regarding Data Processing shall be governed under the laws of England and Wales, consistent with the DPA.

11.6 International Data Transfers

- The Provider shall not transfer Personal Data outside the UK or EEA unless such transfers comply with the Data Processing Agreement (DPA). This includes adherence to Standard Contractual Clauses (SCCs) or other lawful mechanisms.

11.7 Use of Sub-Processors

- The engagement of sub-processors, including notification requirements and liability, shall be governed by the Data Processing Agreement (DPA). The Customer retains the right to object to new sub-processors under the conditions outlined in the DPA.

11.8 Data Retention and Deletion

- Upon termination or expiration of this Agreement, the Provider shall delete or return all Personal Data in accordance with the Data Processing Agreement (DPA). If the Customer requires data retrieval post-termination, a request must be made within the period specified in the DPA.
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12. Confidentiality

12.1 Definition of Confidential Information

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes but is not limited to:

- Customer Confidential Information, including business strategies, pricing structures, proprietary methodologies, and financial details.
- Technical information, including software, designs, product plans, source code, algorithms, trade secrets, and data structures.
- Personal Data, as defined in the Data Processing Agreement (DPA), including any Customer Materials containing personally identifiable information (PII) or other regulated data.
- Platform details, including its architecture, security measures, and operational mechanisms.

12.2 Obligations of Confidentiality

The Receiving Party shall:

- (a) Maintain the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care in accordance with industry standards.
- (b) Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under Clause 12.3.
- (c) Use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement.

12.3 Permitted Disclosures

Confidential Information may be disclosed only in the following circumstances:

- (a) To employees, affiliates, officers, agents, insurers, or professional advisers who need to know such information to perform obligations under this Agreement, provided they are bound by similar confidentiality obligations.
- (b) If required by law, regulation, court order, or regulatory authority, provided that the Receiving Party:
 - Gives prompt written notice (if legally permissible) to the Disclosing Party before disclosure;
 - Provides reasonable assistance to the Disclosing Party in opposing or limiting the disclosure.
- (c) If the Confidential Information:
 - Becomes publicly known without breach of this Agreement;
 - Was lawfully in possession of the Receiving Party prior to disclosure;
 - Was independently developed by the Receiving Party without reference to the Confidential Information;
 - Was disclosed by a third party without obligation of confidentiality.

12.4 Data Retention and Post-Termination Obligations

- (a) Upon termination of this Agreement, the Receiving Party shall:
 - Irrevocably delete Confidential Information stored electronically, unless required to be retained under applicable law.
 - Return or destroy all physical copies of Confidential Information.
 - Upon request, provide written certification of compliance with these obligations.
- (b) **Retention in Routine Backups**
 - Notwithstanding Clause 12.4(a), the Receiving Party may retain Confidential Information in routine backups that are created as part of standard business continuity procedures.
 - Any such Confidential Information retained in backups shall remain subject to the confidentiality obligations of this Agreement.
 - Confidential Information in backups shall not be actively used, disclosed, or restored except as required for disaster recovery or compliance purposes.
 - Such backups will be deleted in accordance with the Receiving Party's standard retention policies, provided that:
 - The backup cycle does not retain data longer than necessary for operational continuity.
 - The Receiving Party ensures that such backups remain secure and inaccessible for general business use.
- (c) **Compliance with Data Processing Agreement (DPA):**
The Receiving Party's obligations regarding the retention, deletion, or return of Personal Data shall be governed by the terms of the Data Processing Agreement (DPA). In the event of any conflict between this Agreement and the DPA regarding data handling, the terms of the DPA shall prevail.

12.5 Survival

- The obligations of confidentiality shall survive the termination of this Agreement for five (5) years, unless a longer period is required under applicable law.
-



13. Termination and Suspension

13.1 Termination for Cause

Either party may terminate this Agreement immediately by giving written notice if the other party:

- (a) Commits a material breach of this Agreement and:
 - (i) The breach is not remediable; or
 - (ii) The breach is remediable but is not cured within 30 days of written notice.
- (b) Persistently breaches any terms of this Agreement, even if no single breach is considered material.
- (c) Becomes subject to insolvency, liquidation, or administration proceedings.

13.2 Termination for Convenience

- The Customer may terminate this Agreement by providing written notice of termination at least:
 - (a) 60 days before the end of the Subscription Term for Subscriptions longer than one month; or
 - (b) 7 days before the end of the Subscription Term for rolling monthly Subscriptions.
- The Provider may terminate the Agreement providing at least 180 days' written notice.

13.3 Suspension of Services

The Provider may suspend access to the Platform immediately (without terminating the Agreement) if:

- (a) The Customer fails to pay any amount due beyond 15 days.
- (b) The Customer engages in fraudulent, illegal, or unauthorised activities.
- (c) The Customer's use of the Platform poses a security risk or disrupts other users.
- (d) Compliance with regulatory obligations requires suspension.
- (e) The Provider must suspend services to comply with a court order or governmental request.

The Provider will notify the Customer of any suspension and will work in good faith to restore services upon resolution of the issue.

13.4 Effect of Termination

Upon termination for any reason:

- (a) The Customer must cease all use of the Platform and Services.
- (b) The Provider will deactivate the Customer's account and, upon request, delete Customer Data in accordance with the DPA. Routine system backups may retain data until overwritten by the normal backup cycle.
- (c) Customers will be eligible for prorated refunds of prepaid fees if the Provider terminates for convenience before the end of the subscription term (Clause 13.2).

13.5 Transition Assistance

- In the event of Termination for Convenience, upon the Customer's written request prior to termination, the Provider will provide reasonable assistance for data migration for up to 90 days following termination, subject to agreed fees for data extraction and related services.

14. Effects of Termination

14.1 Consequences of Termination

Upon termination of this Agreement, all rights and obligations under this Agreement shall cease, except for:

- Clauses that explicitly survive termination, including but not limited to Clauses 1, 5, 7, 9, 10, 12, 14, 15, 17 and 18;
- Any accrued rights or liabilities of either party as of the termination date;
- The Customer's obligation to pay any outstanding fees due prior to termination.

14.2 Data Deletion & Retention

- Data deletion and retention obligations, including Customer Confidential Information deletion requests, routine backup retention, and legal/compliance-based retention, shall be governed by the Data Processing Agreement (DPA). In case of any conflict between this Agreement and the DPA, the terms of the DPA shall prevail with respect to data processing and retention.



14.3 Post-Termination Assistance

1. **Data Migration:**
For a period of up to 90 days following termination, the Provider shall, upon the Customer's request and subject to payment of applicable charges, provide reasonable assistance in migrating the Customer's data to another platform.
2. **Applicable Fees:**
Any data migration assistance will be charged at the rates agreed in the Order Form.

14.4 Customer's Responsibilities Upon Termination

1. **Cessation of Use:**
Upon termination, the Customer shall:
 - Cease using and prevent further use of the Platform and Services;
 - Pay all outstanding fees due under this Agreement;
 - Return or destroy any Documentation provided by the Provider;
 - Ensure all Authorised Users cease accessing the Platform.
2. **Final Billing & Settlements:**
The Provider may issue a final invoice for outstanding amounts due under this Agreement, payable within seven (7) days of issuance.

14.5 Suspension for Non-Payment

If the Agreement is terminated due to non-payment by the Customer, the Provider may:

- Immediately suspend access to the Platform and associated Services;
- Retain Customer Materials until outstanding invoices are settled.

15. Notices

15.1 Form of Notice

Any notice or communication given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and delivered by one or more of the following means:

- (a) Personally to the receiving party at their registered business address;
- (b) By recorded signed-for courier or a reputable delivery service with tracking and proof of delivery;
- (c) By email to the official email address designated by each party in this Agreement or as updated from time to time by notice to the other party; or
- (d) By electronic notification via the Platform, such as a system-wide message to the Customer's designated account administrator or notification dashboard.

15.2 Recipient Details

Unless otherwise updated in writing, notices shall be sent to:

The Provider

Nicholas Jordan (Director)
Nuworks Ltd
Suite 5, 26-27 West Street
Horsham, West Sussex, RH12 1PB
Email: nick.jordan@nuworks.com

The Customer

As per details on the Order Form (Order Form)

15.3 Receipt of Notices

A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

- (a) Where the notice is delivered personally, at the time of delivery;
- (b) Where the notice is sent by recorded signed-for courier, 48 hours after sending;
- (c) Where the notice is sent by email, at the time of transmission, provided that the sending party retains written evidence of transmission and does not receive an automatic failure notification;
- (d) Where the notice is delivered via electronic notification in the Platform, at the time the notification is made available to the Customer's designated administrator.



15.4 Address and Email Updates

- Each party must promptly notify the other in writing of any changes to its contact details for the purposes of notices under this Agreement. If the Customer fails to update its contact details, any notice sent to the last known address or email will be considered duly served.

15.5 Legal Notices and Indemnification Claims

- Any notice of termination, indemnification claim, or material breach under this Agreement must be clearly identified as a "Legal Notice" and sent in accordance with Clause 15.1 using:
 - (a) personal delivery or
 - (b) recorded signed-for courier.

16. Force Majeure

16.1 Suspension of Obligations

- Neither party shall be liable for any failure or delay in the performance of its obligations (excluding payment obligations) under this Agreement due to a Force Majeure Event. Such obligations shall be suspended for the duration of the Force Majeure Event.

16.2 Definition of Force Majeure Event

A "Force Majeure Event" means any event or circumstance beyond a party's reasonable control, including, but not limited to:

- (a) Acts of God, natural disasters (such as earthquakes, floods, hurricanes, and wildfires), and extreme weather conditions;
- (b) Acts of war, hostilities, terrorism, civil unrest, riots, strikes, industrial disputes, or government-imposed lockdowns;
- (c) Failures, outages, or disruptions of the internet, telecommunications, power, or utility services that are beyond the reasonable control of the affected party;
- (d) Cyberattacks, data breaches, ransomware attacks, or similar malicious acts by third parties beyond the party's reasonable control;
- (e) Compliance with any law, government order, regulation, embargo, or trade restriction;
- (f) Pandemics, epidemics, or other public health crises that prevent the party from fulfilling its obligations.

16.3 Notification and Mitigation

A party that is affected by a Force Majeure Event shall:

- (a) Notify the other party as soon as reasonably practicable, specifying the nature and expected duration of the event; and
- (b) Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance of its obligations as soon as reasonably possible.

16.4 Extended Force Majeure and Right to Terminate

- If the Force Majeure Event continues for more than 60 days, either party may terminate this Agreement by providing written notice to the other party. In such a case, no liability shall arise from such termination, except for any outstanding payments owed by the Customer for Services provided up to the termination date.

16.5 Exclusion of Payment Obligations

- The occurrence of a Force Majeure Event shall not relieve the Customer of its obligation to pay any Fees due under this Agreement unless explicitly agreed otherwise in writing by the Provider.
-



17. Dispute Resolution and Arbitration

17.1 Good Faith Negotiations

- In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (including its formation, validity, performance, or termination), the parties shall first attempt to resolve the dispute through good faith negotiations.

17.2 Arbitration Agreement

- If the dispute cannot be resolved through negotiation within 30 days, either party may refer the dispute to binding arbitration, to be conducted in accordance with the London Court of International Arbitration (LCIA) Rules, or any other arbitration body agreed upon in writing by both parties.

17.3 Arbitration Procedure

The arbitration shall be conducted:

- (a) In London, UK, unless the parties agree otherwise in writing.
- (b) By a single arbitrator, appointed in accordance with the LCIA Rules.
- (c) In the English language.

17.4 Final and Binding Decision

- The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction.

17.5 Exceptions to Arbitration

Notwithstanding the above, either party may:

- (a) Seek injunctive relief or interim relief in any court of competent jurisdiction to prevent irreparable harm.
- (b) Pursue debt recovery proceedings in the English courts if the dispute concerns the non-payment of Charges and Fees under this Agreement.

17.6 Costs of Arbitration

- Each party shall bear its own costs of arbitration, except where the arbitrator awards costs to the prevailing party.
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18. General

18.1 Waiver

- No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of that right, power, or privilege. Any waiver of any breach of this Agreement must be in writing and signed by the waiving party.

18.2 Severability

- If any provision of this Agreement is determined by a court or other competent authority to be unlawful, invalid, or unenforceable, the remainder of the Agreement will remain in effect. If any invalid, illegal, or unenforceable provision would be valid, legal, and enforceable if modified, then such provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18.3 Entire Agreement

- (a) This Agreement, including any referenced schedules, exhibits, policies, or addenda, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, or arrangements (whether written or oral) relating to the same subject matter.
- (b) Neither party shall be entitled to rely on any statement, representation, warranty, or understanding other than as expressly set out in this Agreement.



18.4 Assignment

- Neither party may assign, transfer, delegate, or otherwise deal with its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. However, the Provider may assign this Agreement in the event of a corporate restructuring, sale, or transfer of business, provided that the assignee assumes all obligations under this Agreement.

18.5 No Third-Party Rights

- This Agreement is for the sole benefit of the parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer any rights, benefits, or remedies of any nature whatsoever upon any third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18.6 Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18.7 Amendments

- Except as otherwise provided in this Agreement, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both parties.

18.8 Survival

- The provisions of this Agreement that by their nature should survive termination or expiration (including but not limited to confidentiality, data protection, indemnities, limitation of liability, and dispute resolution) shall remain in effect after the termination or expiration of this Agreement.

By accepting this Agreement during the online sign-up process and electronically signing through an approved e-signature process, you acknowledge and agree to be bound by these Terms. The executed electronic agreement shall serve as a legally binding acceptance of this Agreement.



Schedule 1 - Service Level

1. INTRODUCTION

1.1 Purpose

- This Service Level Schedule sets out general service availability and support provisions for the Platform.

1.2 Service Performance

- The Provider will use commercially reasonable efforts to maintain service performance as per this Schedule.

1.3 Scope

- This Schedule applies to:
 - (a) The Platform and related services;
 - (b) Customer-specific platform usage; and
 - (c) Customer Data stored within the Platform.

1.4 Exclusions

- The Provider is not responsible for service disruptions caused by:
 - (a) Customer-side network or device failures;
 - (b) Third-party software or integrations; or
 - (c) Unapproved modifications made by the Customer.

2. Support Services

2.1 Availability

- The Provider shall make available support services as follows:
 - **Standard Support:** Available during Business Hours on Business Days.
 - Response times and resolution efforts will be handled on a commercially reasonable basis.

2.2 Logging Support Requests

- Support requests must be logged through the Helpdesk portal or designated communication channels.

2.3 Prioritisation

- The Provider reserves the right to prioritise support tickets based on urgency and business impact.

3. Service Availability

3.1 General Availability

- The Provider will use commercially reasonable efforts to ensure the availability of the Platform.

3.2 Uptime Guarantee

- The Provider does not guarantee specific uptime percentages and availability levels.

3.3 Interruptions

- Service interruptions may occur due to scheduled maintenance, third-party service provider failures, force majeure events, or other factors beyond the Provider's reasonable control.

4. Service Credits

- The Provider does not provide service credits for any service interruptions or downtime.



5. Scheduled Maintenance

5.1 Maintenance Windows

- The Provider may perform scheduled maintenance as needed and will endeavor to provide reasonable notice where possible.

5.2 Urgent Maintenance

- Maintenance may be carried out without prior notice in urgent situations.

6. Backups and Data Restoration

6.1 Backup Procedures

- The Provider will implement reasonable backup procedures for Customer Data.

6.2 Data Restoration

- Customers may request restoration of lost or corrupted data, and the Provider will use commercially reasonable efforts to recover the most recent backup.
- Backups will be subject to the Data Processing Agreement (DPA).

7. Customer Responsibilities

- The Customer must:
 - • Ensure staff are trained in Platform usage;
 - • Appoint a primary contact for support communications;
 - • Maintain a stable network connection;
 - • Use compatible third-party software integrations.

8. Amendments

8.1 Schedule Changes

- The Provider reserves the right to amend this Schedule with reasonable notice.

8.2 Material Reductions

- Amendments shall not materially reduce service commitments without mutual agreement.

SCHEDULE 2 - ADDITIONAL PROJECTS

1. Introduction

1.1 Definition of New Functionality

- **"New Functionality"** refers to a new module or a brand-new function within the Platform that introduces additional capabilities not previously available. New Functionality may be subject to separate charges, and will not be considered a standard upgrade. Requests for New Functionality shall be assessed through the Additional Projects Request Process and be subject to commercial agreement.

1.2 Scope of Additional Projects

- The Customer may request modifications or enhancements to the Services ("Additional Projects"). Additional Projects include, but are not limited to:
 - (a) Amendments to Customer-specific Platform use requirements (as set out in the Order Form);
 - (b) Modifications to Customer Materials;
 - (c) Enhancements or modifications to the Platform (excluding general Upgrades or New Functionality);
 - (d) Modifications to the sandbox environment.



1.3 Exclusions

The following are not considered Additional Projects under this Schedule:

- (a) Modifications or enhancements classified as standard, as defined by the Provider;
- (b) Routine updates, bug fixes, and maintenance performed as part of the Provider's general service commitments;
- (c) Services already included within the Customer's existing licence agreement unless otherwise agreed as New Functionality;
- (d) Any requests that fall outside the technical or operational scope of the Platform, as reasonably determined by the Provider.

2. Additional Projects Request Process

2.1 Submission

- All Additional Project requests must be submitted using the Additional Projects Request Form.

2.2 Evaluation

- The Provider is under no obligation to accept any Additional Project requests but will use commercially reasonable efforts to evaluate such requests.

2.3 Feasibility and Scoping

- If an Additional Project requires a feasibility assessment, cost estimation, and timeline determination ("Scoping"), both parties shall follow the structured process outlined in Section 5.

3. Project Work and Scoping

3.1 Project Work

- Approved Additional Projects will be delivered as Project Work under this Agreement.
- The scope, pricing, and implementation timeline will be agreed upon through the Additional Projects Request Form.

3.2 Scoping

- If required, the Provider shall conduct a Scoping Phase to assess feasibility, estimate costs, and determine timelines.
- Scoping shall only begin upon the Customer's written approval via Part 3(a) of the Additional Projects Request Form.

4. Payment Terms for Additional Projects

4.1 Scoping Fees

- Scoping shall not commence until the Customer has signed Part 3(a) of the Additional Projects Request Form.
- Scoping Charges must be paid within 10 days of:
 - (a) Completion of Scoping, or
 - (b) Issuance of an invoice—whichever is later (unless otherwise agreed in writing).

4.2 Project Work Fees

- Project Work shall not commence until the Customer has signed Part 3(b) of the Additional Projects Request Form.
- Charges must be paid within 10 days of:
 - (a) The Provider confirming completion and making the Project Work available to the Customer in the live Platform or sandbox, or
 - (b) Issuance of the appropriate invoice—whichever is later (unless otherwise agreed in writing).

4.3 Licence Charge Adjustments

- Any increase in Licence Fees arising from Additional Projects shall be proportionally applied and reflected in the Order Form.



5. Additional Projects Request Form

The following form is for reference purposes only and may be amended by the Provider at its discretion.

ADDITIONAL PROJECTS REQUEST FORM

Step	Description
1. Additional Project Request (to be completed by the Customer)	- Customer name - Contract number - Full description of Project Work required - Date Of Request - Requested completion date or description of urgency
2. Provider Initial Response (to be completed by the Provider)	- Scoping Required: Yes/No - Scoping Cost: GBP - Full quotation for Project Work: Yes/No - Quotation: GBP - Increase in Cost per month for Licence Fees as set out in the Order Form: GBP - Estimated number of Business Days required to complete Scoping - Estimated number of Business Days required to complete Project Work following completion of Scoping
3. Agreement from Customer (to be completed by the Customer)	- The Customer agrees to: (a) Scoping cost as set out in Part 2 of this Form: Yes / No (b) Project Work cost and increase in Licence Fees as set out in Part 2 of this form: Yes / No - Date of agreement to (a) Scoping - Date of agreement to (b) Project Works and associated Licence Fees increase
4. Completion Confirmation by Provider (to be completed by the Provider)	- Date of Scoping completion: _____, Provider signature - Date of Project Work completion: _____, Provider signature
5. Completion Confirmation by Customer (to be completed by the Customer)	- Project Work completion acknowledgement: Customer Signature - Date of signature

6. Updates to the Agreement

6.1 Order Form (Order Form) Updates

- Upon completion of any Additional Project, the Order Form shall be updated (or deemed updated) to reflect changes to the Platform and/or Services.

6.2 Licence and Fee Adjustments

- Any changes impacting Licence Fees will be formally recorded in the Order Form.