

Concorde Technology Solutions – General Terms and Conditions

This agreement is between Concorde Technology Group Limited (Company number: 1935856) Trading as Concorde Technology Solutions: Concorde House, Wakefield Road, Ossett, WF5 9JS (“Concorde Technology Solutions”) and the customer detailed in Schedule A (“Customer”).

These General Terms and Conditions sets out the terms and conditions applicable to the Goods and Services which Concorde Technology Solutions provides to the Customer. Services and Goods will be provided under these General Terms and Conditions together, where applicable, with one or more Service Modules, a Schedule A, one or more Schedules and Service Delivery Documents and identified as such, all of which will be regulated by these General Terms and Conditions.

1. DEFINITIONS

The definitions in this clause 1 apply except where an alternative definition is given in a Service Module in which case the definition in the Service Module shall take precedence for purposes of the Services specific to the said Service Module.

“Acquired Rights Directive” means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or replaced from time to time.

“Additional Charges” means charges calculated by Concorde Technology Solutions on a time and material basis at its then prevailing rates for providing Additional Services or work outside Concorde Technology Solutions normal working hours.

“Additional Services” means a Service not specified in the Service Modules and Schedules as being specifically included within the Services rendered in return for payment of the Service Charge.

“Normal Working Hours” Monday to Friday 9:00 to 17:30 excluding UK mainland recognised public and bank holidays

“Agreement” means such Service Modules, Schedule A, Schedules and Service Delivery Document pertaining to specific Services as may be applicable, read together with these General Terms and Conditions, and in relation to the sale of Goods only, these General Terms and Conditions.

“Commencement Date of the Service” means the start date stipulated in Schedule A for the provision of the Services.

“Cover Code” means the code stipulated in the Schedule(s) included in an Agreement identifying the Service subscribed to by the Customer under this Agreement.

“Customer Premises” means the address(es) listed in the Schedule where the Equipment are operated, and in the event of sale of Goods for which Concorde Technology Solutions has undertaken delivery, the address where the Customer has requested Concorde Technology Solutions to deliver the Goods to.

“Delivery Date” means the agreed date for delivery of the Goods, where Concorde Technology Solutions has undertaken delivery of the Goods.

“Equipment” means Computing hardware listed in a Schedule

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

“Goods” means software and hardware purchased by the Customer from Concorde Technology Solutions

“Hours of Cover” means the times, detailed in the Service Modules, Service Delivery Documents and Schedules, that Concorde Technology Solutions will provide Services under this Agreement.

“Intellectual Property Rights” means copyright, database rights, trade service marks, design rights and patents (including patent applications).

“Minimum Term of Agreement” means the Minimum Term of an Agreement stipulated as such in Schedule A.

“Personnel” means the individual employed by Concorde Technology Solutions in compliance with its obligations under this Agreement, who may or may not be an employee of Concorde Technology Solutions.

“Prescribed Rate” means rate of interest of eight (8) per cent per annum above the base rate from time to time of the Lloyds TSB Bank PLC or such other clearing bank as Concorde Technology Solutions may from time to time specify or (in the event of base rates being no longer published or used) such other comparable rate of interest as Concorde Technology Solutions may from time to time specify.

“Purchase Price” means the charges payable by the Customer for the purchase of Goods.

“Schedule(s)” means documents issued by Concorde Technology Solutions in terms of these General Terms and Conditions in conjunction with the Service Modules, Schedule A and Service Delivery Document as part of this Agreement, detailing the services prescribed to, the Equipment, Customer Premises and hours of cover applicable to the Customer identified in the Schedule A.

“Schedule A” means a document issued by Concorde Technology Solutions in terms of these General Terms and Conditions on conjunction with the Service Module, Service Delivery Document and Schedules detailing the Minimum Term of Agreement, Service Charges, Commencement Date of Services and the Customer details.

“Service(s)” means the Services that will be rendered by Concorde Technology Solutions under this Agreement, selected and stipulated in a Schedule and described in the Service Modules and Service Delivery Documents.

“Service Charge(s)” means charges payable by the Customer for the services to be performed as Stipulated in Schedule A.

“Service Module(s)” means service specific terms issued as part of the Agreement containing a detailed description of the Services that Concorde Technology Solutions will be rendering to the Customer under this Agreement and such additional terms and conditions that are applicable to the Services.

“Service Delivery Document” means a document providing additional information regarding Services that Concorde Technology Solutions may issue at its sole discretion in conjunction with Service Modules as part of the Agreement.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 1981 (SI 1981/1794) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive.

2. PRECEDENCE

2.1 In the event and to the extent only of any conflict between these General Terms and Conditions, Service Modules, Schedule A, Schedules and Service Delivery Documents, the order of precedence shall be:

2.1.1 These General Terms and Conditions;

2.1.2 The Service Modules;

2.1.3 The Schedule A;

2.1.4 The Schedules; and

2.1.5 The Service Delivery Documents.

2.2 Any additional terms and conditions included within any ancillary document of the Customer (including without limitation the Customer’s order or purchase terms and conditions or the Customer’s order number) shall not be incorporated within this Agreement unless specifically agreed between the parties by specific reference to this clause 2.2.

3. TERM

3.1 The Agreement shall commence on the Commencement Date of the Services and continue (subject to the provisions of this Agreement) for the Minimum Term of Agreement stipulated in Schedule “A” following which unless Schedule “A” stipulates that the Contract is “fixed term” the contract shall continue automatically for further 12 month periods unless terminated by either party serving 3 months written notice to expire on any subsequent anniversary of the Commencement Date of Services, Such notice will be effective only if sent by means of registered post.

4. REPRESENTATIVES

4.1 Each party shall immediately communicate to the other an identity of a person(s) or the department within its undertakings who shall act as the sole contact point and channel of communication in relation to the provision of the Services.

5. PURCHASE ORDER

5.1 Concorde Technology Solutions has agreed to render requested Services to the Customer under this Agreement containing such Service Modules that may be applicable to the Services requested by the Customer, a Schedule A, such Schedules as may be necessary to stipulate and select the Services, Equipment, and Customer Premises as well as any applicable Service Delivery Documents that the parties may agree to, effective from the Commencement Date of Services stipulated in the applicable Schedule A and only once this agreement has been signed by both Concorde Technology Solutions and the Customer.

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5.2 The Customer will provide Concorde Technology Solutions with a valid customer purchase order for the purchase of all Services and Goods, in the case of Services, prior to signature of this Agreement, and in the case of purchase of Goods, at the stage when the order for the Goods is placed with Concorde Technology Solutions.

5.3 All purchase orders are subject to acceptance and availability of Goods.

5.4 For the avoidance of doubt, Concorde Technology Solutions shall be entitled to refuse any purchase order for any reason whatsoever.

5.5 No purchase order for Goods shall become binding upon Concorde Technology Solutions until such time as Concorde Technology Solutions has provided the Customer with an order number.

6. CHARGES, PURCHASE PRICE & PAYMENT

6.1 Services Charges will be invoiced annually in advance of commencement of Service unless otherwise specified in the applicable Service Module(s) or Schedule A and will be payable within 30 days from date of invoice free from any right of setoff.

6.2 Purchase Price for Goods:

6.2.1 Will be invoiced on receipt of the Goods, payable within 30 days from date of invoice free from any right of setoff

6.2.2 will change and the changed price will apply to any purchase order for Goods if, prior to delivery of the Goods, Concorde Technology Solutions discovers an error in the price of the Goods ordered or the price changes as a result of circumstances beyond Concorde Technology Solutions control.

6.3 If Concorde Technology Solutions is delayed in or prevented from delivering or installing the Goods, where such delivery and installation has been agreed to by Concorde Technology Solutions, by the date agreed to, due to any delay of default on the part of the Customer and/or its employees, agents or representative, Concorde Technology Solutions may, in addition to any other remedies it may have, make a reasonable charge in respect of any additional costs thereby incurred. These additional costs will be invoiced and paid as stipulated in clause 6.5 below.

6.4 Concorde Technology Solutions may increase the Service Charges to reflect the effects of inflation with effect from each anniversary of the Commencement Date by giving the Customer 90 days prior written notice. Such increased charges shall not exceed the percentage change(s) in the official United Kingdom Retail Price Index in the calendar year(s) immediately preceding that said anniversary

6.5 Additional Charges not invoiced simultaneously with the annual Service Charge will be invoiced as and when incurred. Payment of all invoices is to be made by cleared funds within 30 days from date of invoice unless alternative payment terms are agreed in writing between Concorde Technology Solutions and the Customer.

6.6 In the event of a Customer failing to pay any undisputed sums due Concorde Technology Solutions shall be entitled to suspend forthwith on written notice all Services without adjustment to the Service Charges.

6.7 Concorde Technology Solutions shall have the right to charge interest for late payment of invoices at the Prescribed Rate from the due date until the date payment is received.

6.8 Concorde Technology Solutions in calculating the Service Charges has relied on the financial, commercial, technical and operational information provided by the Customer. Should this information prove to be inaccurate either by error, omission or misrepresentation then Concorde Technology Solutions reserves the right to review the annual Service Charges as detailed in this Agreement and increase as appropriate.

6.9 Save insofar as otherwise expressly provided all amounts are expressed exclusive of Value Added Tax which shall be payable by the Customer at the rate applicable by law.

6.10 For the avoidance of doubt:

6.10.1 Any negotiations between the parties for an amendment to Services will not suspend the Customer's obligation to pay outstanding invoices; and

6.10.2 No variation to Services can take place when undisputed Service Charge and Purchase Price invoices are outstanding and payable.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer undertakes to Concorde Technology Solutions throughout the term of this Agreement to:

7.1.1 Procure and provide such access to the Customer Premises as Concorde Technology Solutions shall require to discharge its obligations.

7.1.2 be responsible for the health and safety of the Concorde Technology Solutions Personnel at the Customer Premises and will ensure that written notice of all health and safety policies and procedures pertaining to the applicable Customer Premises is provided to all Personnel attending the Customer Premises.

7.1.3 Procure and provide all precautions to protect the health & safety of the Personnel while at the Customer Premises, including where practical the presence of a Customer representative in the area where the Equipment is operating during the rendering of the Services.

7.1.4 Procure and provide a suitable and safe environment and such facilities at the Customer Premises as Concorde Technology Solutions shall require to discharge its operations (including without limitation adequate workspace, storage, electrical supplies, environmental conditions, cabling, office furniture and equipment).

7.1.5 at the request of Concorde Technology Solutions make available for the assistance of Concorde Technology Solutions in undertaking the Services all necessary documentation, information, system data and necessary assistance relating to the Services or Required to perform the Services and provide staff familiar with the Customer's programs and/or applications and/or requirements of the Services, which staff will fully co-operate with the Personnel to enable the Services to be performed.

7.2 The Customer will be responsible for ensuring that the Services and Goods are suitable for their required purposes and capable of performing the functions and use to which it is intended to put them.

7.3 The Customer warrants that it has full capacity and all the necessary consents (including but not limited to, where it's procedures so require, the consent of its Parent Company) to enter into and to perform the Agreement and that this Agreement will be executed by a duly authorised representative of the Customer.

7.4 The Customer warrants that all products covered under Services rendered under this Agreement shall be 'year 2000 compliant', that is: the products will operate in accordance with specification regardless of the date of operation, and regardless of the dates that have been or will be entered into the system of which the products will form part, and the products will offer the same level of functionality and performance after 31 December 1999 as they did before that date.

7.5 The Customer shall at its own expense and prior to the delivery of the Goods:

7.5.1 Obtain all necessary consent for the installation and use of the Goods, including consent for any necessary alterations to buildings;

7.5.2 Ensure that any floor loading limits will not be exceeded;

7.5.3 provide suitable accommodation, foundations and environment for the Goods, including all necessary structural alterations, to permit installation, trunking, conduits and cable trays in accordance with all applicable installation standards unless such services are specifically contracted for under this Agreement;

7.5.4 Provide electric power required for the installation, operation, test and maintenance of the Goods;

7.5.5 take up and remove in time to allow Concorde Technology Solutions to carry out any agreed installation all and any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers and all other fittings that may prevent Concorde Technology Solutions from carrying out the agreed installation, and be responsible after completion of the agreed installation for any making good and decorators work required.

7.6 Where Concorde Technology Solutions has undertaken installation of the Goods:

7.6.1 the Customer shall at its own expense make available to Concorde Technology Solutions such items of magnetic media and consumable materials that may reasonably be requested by Concorde Technology Solutions in order to undertake the test as contemplated in clause 8.5; and

7.6.2 Concorde Technology Solutions will commence with the installation of the Goods as soon as reasonably practicable after the actual delivery.

8. DELIVERY, INSTALLATION AND RETURN OF GOODS

8.1 Delivery charges are payable in addition to the Purchase Price and will be invoiced and payable in accordance with clause 6.5.

8.2 Where Concorde Technology Solutions has undertaken delivery of the Goods, the Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Customer. The Customer shall make all reasonable arrangements to take delivery of the Goods whenever they are tendered for delivery.

8.3 The Delivery Date or any other agreed date when the Goods must be ready for service is an estimate only. Concorde Technology

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Solutions does not guarantee that the Goods will be delivered or ready for service on such date, nor will Concorde Technology Solutions be liable for failure to meet such date.

8.4 Where Concorde Technology Solutions has undertaken delivery, Concorde Technology Solutions shall deliver the Goods to the Customer Premises but Concorde Technology Solutions shall not be responsible for moving the Goods to its location at the Customer Premises unless Concorde Technology Solutions has agreed to undertake installation of the Goods.

8.5 Where Concorde Technology Solutions has undertaken installation of the Goods, Concorde Technology Solutions will carry out any tests necessary to ensure that the Goods are in working order. If it appears that the Goods or any part thereof are not in working order, Concorde Technology Solutions shall at its sole discretion adjust, repair or replace the Goods in order to ensure that they are in working order within a reasonable time.

8.6 Return of goods can only take place:

8.6.1 Once Concorde Technology Solutions has agreed thereto in writing at its sole discretion; and

8.6.2 if the request for return has been made within 14 days from date of delivery and the Goods have in fact been returned to Concorde Technology Solutions within 5 days from the date of Concorde Technology Solutions written agreement referred to in 8.6.1; and

8.6.3 If the Goods are free from any damage of whatsoever nature and in a fully working and useable condition; and

8.6.4 If the Goods are properly packed and in a factory sealed saleable condition; and

8.6.5 If the Goods are still covered by the warranty.

8.7 Concorde Technology Solutions has the right to reject any return of Goods which does not comply with clauses 8.6.1 to 8.6.5 above.

8.8 Concorde Technology Solutions reserves the right to charge the Customer a restocking fee and administration charge for all Goods returned, to be invoiced by Concorde Technology Solutions and paid by the Customer as stipulated in clause 6.5.

8.9 If Concorde Technology Solutions accepts the return of Goods that are not in a sealed saleable condition Concorde Technology Solutions will charge the Customer the costs of bringing the Goods into a saleable condition, to be invoiced by Concorde Technology Solutions and paid by the Customer as stipulated in clause 6.5.

8.10 No software or licence to use software once delivered, which has had its packaging seal broken or having been delivered physically or electronically can be returned for credit or refund.

If any software is found to be faulty, the manufacturer will replace at their discretion. Please note Software Licences are non-returnable or refundable unless the software is materially non-compliant with its specification or the physical or virtual media on which it is supplied upon is defective, in which case a replacement would be supplied.

It is the purchaser's responsibilities that the software quantities' ordered meet the usage rights contained within the manufacturer's/author's licence agreement. Once delivered the purchaser is bound by the manufacturer or author's software licence agreement terms and conditions which can be supplied upon request.

8.11 Special Order Items. Our normal return policy does not apply to any "Special Order" purchases. "Special Order" purchases are not returnable for refund or for credit of any kind. With the exception of our "Return Policy", our normal purchase terms apply to "Special Order" purchases. When you receive the "Special Order" items, you must immediately and carefully inspect the delivery for correctness, completeness and for any possible delivery damage. Any problems must be reported to us within 48 hours after receipt of your delivery. If problems are not reported to us within 48 hours after receipt of your delivery, we will not be responsible for correcting any problems.

If you receive your "Special Order" items from us and you are re-shipping the package or packages to a second location, you must open the package or packages and make a thorough inspection as noted above. If problems are found we will only be responsible for shipping corrections to the original delivery location. We will not be responsible for correcting errors (or delivery costs) to an address other than the original delivery address. The 48 hour time limit for reporting errors applies only to the original delivery location. You are strongly advised to pre purchase a small quantity of the item or items before making a large purchase so that you may check that the items for suitability.

9. OWNERSHIP, RISK AND WARRANTY

9.1 Any Goods delivered to the Customer's Premises shall from the time of delivery be at the Customer's risk, whether or not installed, except as regards loss or damages caused by the negligence of

Concorde Technology Solutions. Where Concorde Technology Solutions does not deliver the Goods, risk passes to the Customer when the Customer or its agent and/or representative take possession of the Goods.

9.2 Notwithstanding that Goods have been handed over and stand at the Customer's risk, ownership of the Goods shall not pass to the Customer until payment of the Purchase Price in full. At all times before payment of the Purchase Price in full:

9.2.1 The Goods shall stand in the Customer's books in the name of Concorde Technology Solutions;

9.2.2 The Customer shall take appropriate steps to notify third parties of Concorde Technology Solutions interest in the Goods; and

9.2.3 and in the event of a threatened seizure of the Goods, or if appointment of a receiver or liquidator takes place, or any other event entitling Concorde Technology Solutions to terminate the Agreement materialises, the Customer shall immediately notify Concorde Technology Solutions and Concorde Technology Solutions shall be entitled to enter the Customer's Premises and repossess the Goods.

9.3 All Goods sold are subject to the manufacturer provided warranty and licensing agreements.

9.4 If Concorde Technology Solutions is notified of a fault in the Goods, during the period of warranty, if any, which is due to faulty design, manufacture or materials or of the negligence of Concorde Technology Solutions, Concorde Technology Solutions will at its sole discretion replace the Goods or repair the fault free of charge provided that:

9.4.1 The Goods have been properly kept, used and maintained in strict compliance with the applicable manufacturer and Concorde Technology Solutions instructions, and has not been modified except with Concorde Technology Solutions written consent;

9.4.2 The fault is not due to accidental or wilful damage (including lightning and electrical damage) interference with or maintenance of the Goods by persons other than Concorde Technology Solutions Personnel;

9.4.3 If the Goods have been manufactured, specified or configured according to the Customer's design, the fault is not due to faulty design by the Customer;

9.4.4 The fault is not due to fair wear and tear.

9.5 In the case of Goods that are capable of being installed by the Customer, the Customer will be required to return the faulty Goods to Concorde Technology Solutions unless Concorde Technology Solutions agrees otherwise.

9.6 Concorde Technology Solutions may make a reasonable charge, to be invoiced and paid as stipulated in clause 6.5, in respect of any visit to the Customer Premises at the Customer's request to repair Goods where either no fault is found to exist or if the fault is not covered by this guarantee.

10 LIMITATION OF LIABILITY

10.1 Neither party excludes or limits liability to the other party for death or personal injury resulting from its own or that of its employees', agents' or sub-contractors' negligence.

10.2 Subject to Clauses 10.1, the liability of Concorde Technology Solutions for Defaults shall be subject to the financial limits set out in this clause 10.2 as follows:

10.2.1 The aggregate liability under this Agreement of Concorde Technology Solutions for all Defaults of Concorde Technology Solutions or its Personnel resulting in direct loss of or damage to the tangible property of the Customer shall in no event exceed two million pounds (£2,000,000.00) for any one claim or series of connected events

10.2.2 in the case of any other loss or damage caused by a Default of Concorde Technology Solutions or of its Personnel, the aggregate liability under the Agreement of Concorde Technology Solutions shall not exceed the aggregate of the Service Charges or the Purchase Price, whichever is the lowest, paid by the Customer during the 12 months immediately preceding the incident causing the loss or damages, for any one claim or series of connected events.

10.2.3 Subject to Clause 10.1, Concorde Technology Solutions shall not be liable to the Customer whether in contract, tort or otherwise in respect of any event of loss or reinstatement of data, loss of profits, goodwill, revenue, business, production, anticipated savings, contracts and/or any indirect or consequential loss.

10.3 If a number of events of Default give rise substantially to the same claim, loss or damages then they shall be regarded as giving rise to only one claim under this Agreement.

10.4 Except in the case of an event of Default arising under Clause 10.1 Concorde Technology Solutions shall have no liability to the Customer in respect of any claim, loss or damages unless the Customer has

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served notice of the same upon Concorde Technology Solutions within three months of the date it became aware of the circumstances giving rise to the claim, loss or damages or the date when it ought reasonably to have become so aware.

10.5 Concorde Technology Solutions will not be liable or responsible for any viruses introduced to the Equipment no matter how so introduced, other than through Concorde Technology Solutions negligence.

10.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

11. TERMINATION

11.1 The Agreement may be terminated:

11.1.1 Forthwith by Concorde Technology Solutions if the Customer fails to pay any undisputed Charges due within 30 days of the due date for payment.

11.1.2 Forthwith on written notice by either party if the other commits any material breach of any term of this Agreement (other than for non-payment of Service or Additional Charges) and which shall not have been remedied within 45 days of a written request by the other party to remedy the same.

11.1.3 Forthwith by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composite scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering the winding up of the other party.

11.2 Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

11.3 In the event of a termination of this Agreement by Concorde Technology Solutions for any reason prior to the expiry of the Minimum Term of Agreement, Concorde Technology Solutions will be entitled, in addition and without limiting any other remedies and claims for loss and damages it may have, to recover costs of implementing the Service. Such implementation costs are to be payable within 14 days upon termination.

11.4 Upon termination of services contracts for whatever reason, All service charges up to and including contracted notice periods will become payable within 14 days.

11.5 Upon termination for whatever reason, the Customer will immediately deliver up any of Concorde Technology Solutions property which it has no contractual right to retain (including but not limited to any stock stored on the Customer's site by Concorde Technology Solutions and all Goods not paid for in full by the Customer) and Concorde Technology Solutions may enter any premises to recover and remove such property. Any property not recovered will be charged at cost plus reasonable costs of procuring same.

11.6 Post termination assisted handover: where the Customer requires Concorde Technology Solutions resources to provide technical assistance with the migration of services to a new supplier then Concorde Technology Solutions reserves the right to provide this on a chargeable basis in line with our prices at the time of request or as stated in the contract service delivery document.

12. CONFIDENTIALITY

12.1 Each of the parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or entering into or during the execution of this Agreement save that which is:

12.1.1 Insignificant or obvious;

12.1.2 Already in its possession other than as a result of a breach of this clause;

12.1.3 Already generally available and in the public domain otherwise than as a result of a breach of this clause;

12.1.4 A disclosure by either party of any document related to this Agreement to which it is a party and which the other party (acting

reasonably) has agreed with the disclosing party contains no commercially sensitive information.

12.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 12.1 by its employees, agents or sub-contractors.

12.3 Where either party, in carrying out its obligations under this Agreement, is provided with information relating to people, that party shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless that party has sought the prior written consent of that person and has obtained the prior written consent of the other party.

13. ENGAGEMENT OF STAFF & TUPE

13.1 Concorde Technology Solutions will normally carry out work and render SERVICES during Concorde Technology Solutions normal working hours, unless agreed otherwise in this Agreement pertaining to the applicable Services. Concorde Technology Solutions may agree to work outside Concorde Technology Solutions normal working hours. All work rendered outside Concorde Technology Solutions normal working hours will be subject to reasonable Additional Charges.

13.2 Neither party shall directly or indirectly, during the duration of this Agreement or at any time within twelve (12) months after the termination of this Agreement:

13.2.1 Solicit or entice away or employ or attempt to solicit or entice away or employ any of the other party's employees who is directly associated with the performance of this Agreement.

13.2.2 retain, engage or in any other way whatsoever have the benefit of the services of the other party's employees who are directly associated with the performance of this Agreement other than pursuant to the terms of this Agreement.

13.3 Concorde Technology Solutions Personnel engaged in the provision of the Service will remain under the management and control of Concorde Technology Solutions whatever degree of supervision may be exercised by the Customer over those Personnel and in no circumstances will the Customer become the employer of those Personnel.

13.4 The Customer and Concorde Technology Solutions agree that the commencement of the provision of the ordered Services by Concorde Technology Solutions under this Agreement will not be a "relevant transfer" to which TUPE will apply in relation to any employees of the Customer. In the circumstances, the Customer and Concorde Technology Solutions agree that no employees of the Customer will transfer to Concorde Technology Solutions by virtue of the operation of TUPE or the Acquired Rights Directive.

13.5 If any employee of the Customer or any party rendering services similar to the services that Concorde Technology Solutions is rendering to the Customer under this Agreement claims or it is determined that his contract of employment has been transferred to Concorde Technology Solutions pursuant to TUPE or the Acquired Rights Directive then:

13.5.1 Concorde Technology Solutions will, within 20 (twenty) days of becoming aware of that fact, give notice in writing to the Customer.

13.5.2 The Customer may offer employment to such person within 21 (twenty one) days of the notification by Concorde Technology Solutions or take such other steps as it considers appropriate to deal with the matter.

13.5.3 If such offer is accepted (or if the situation has otherwise been resolved by the Customer), Concorde Technology Solutions shall immediately release the person from his employment.

13.5.4 if after the 21 day period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved, Concorde Technology Solutions may within 7 (seven) days give notice to terminate the employment of such person.

13.5.5 Subject to Concorde Technology Solutions acting in the way set out in this clause, the Customer will indemnify Concorde Technology Solutions against all employee liabilities arising out of such termination.

13.5.6 If such person is neither re-employed by the Customer nor dismissed by Concorde Technology Solutions within the time scales set out in this clause 13.5 such person will be treated as having transferred to Concorde Technology Solutions by virtue of the operation of TUPE and Concorde Technology Solutions shall comply with such obligations as may be imposed upon it under TUPE or otherwise by Law.

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14. DATA PROTECTION

14.1 The Customer may transfer personal data to Concorde Technology Solutions for Concorde Technology Solutions to process on the Customer's behalf. It is the joint intention of the parties that the Customer will be the data controller and Concorde Technology Solutions will be a data processor.

14.2 The Customer will ensure that the Customer is entitled to transfer the relevant personal data to Concorde Technology Solutions so as lawfully to allow Concorde Technology Solutions to process the personal data in accordance with these general Terms and Conditions on the Customer's behalf. In addition, subject to Concorde Technology Solutions compliance with its obligations under this Agreement, the Customer will be responsible for ensuring that the processing of the personal data complies with the Data Protection Act 1998.

14.3 Concorde Technology Solutions will process the personal data only in accordance with the terms of this Agreement and any lawful instructions given by the Customer from time to time.

14.4 Each party will take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or accidental loss or destruction of, or damage to, the personal data so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage in relation to the personal data and the nature of the personal data to be protected.

14.5 Each party will take reasonable steps to ensure the reliability of any of its own employees who have access to personal data.

15. FORCE MAJEURE

15.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to flood, storms, fire, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, acts of God, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an "Event of Force Majeure")

15.2 Each of the parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16. DISPUTE RESOLUTION

16.1 The parties shall attempt to resolve any dispute relating to the Agreement through negotiations between senior executives of the parties who have authority to settle the dispute.

16.2 If the matter is not resolved through negotiation within 30 days after it was raised for the first time by a senior executive of one of the parties, the dispute may be referred by either party to the English courts and the parties submit to their non-exclusive jurisdiction on the matter. In the event that both parties cannot agree, the matter can then be referred to be settled by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Unless agreed to otherwise in this Agreement, the parties retain copyright in all specifications and documents provided by them and neither the whole nor any part of such specifications or documents shall be reproduced in any form without the prior written permission of the party providing such specifications or documents.

18.2 No title or ownership of software licensed to the Customer under this Agreement is transferred to the Customer under any circumstances unless specifically agreed to otherwise in writing.

19. GENERAL

19.1 No terms and conditions shall be deemed to have been waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

19.2 The waiver by either party of a breach of default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver or any breach of default by the other party.

19.3 Any notice, request, instruction or other document to be given shall be delivered or sent by registered post or by facsimile (such

facsimile notice to be confirmed by letter posted by registered post within 12 hours) to the address of the other party stipulated on Schedule A (or such other address as may have been notified in writing) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile) upon the expiration of 12 hours after despatch.

19.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

19.5 These General Terms and Conditions together with any Service Modules, Service Delivery Documents, Schedule A and Schedules embodies the entire legal and contractual relationship between the parties relating to the subject matter of this Agreement and, except in the case of any fraudulent misrepresentation made by either party in connection with the subject matter of this Agreement and terminates, cancels and supersedes all prior representations, agreements or understandings (written or oral) with respect to this Agreement and its subject matter.

19.6 These General Terms and Conditions and any Service Module, Service Delivery Document, Schedule A and Schedules shall be binding upon and ensure for the benefit of the successors in title of the parties.

19.7 Other than the assignment of this Agreement to another wholly owned subsidiary in the parent group, neither party shall be entitled to assign this Agreement or transfer all or any of their rights and obligations hereunder without the prior written consent of the other (such consent not to be unreasonably withheld).

19.8 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19.9 This Agreement shall be governed by and construed in accordance with English Law and is subject to the jurisdiction of the English Courts.

19.10 Concorde Technology Solutions reserves the right to sub-contract the whole or part of any works and Services rendered under this Agreement.

19.11 No variation to this Agreement shall be effective unless in writing signed by an authorised signatory of the parties hereto.

19.12 Nothing in this Agreement is intended or shall be construed to create a relationship of agency, partnership, or a fiduciary relationship between the parties. Accordingly, except as expressly authorised herein, neither party shall have the authority to act or make representations on behalf of the other party.

19.13 Headings to clauses are for the purpose of information and identification

19.14 No employee, agent or representative has the authority to make any warranty, statement or promise concerning the Services or Goods except in writing and signed by a duly authorised officer of Concorde Technology Solutions.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement, and replaces any previous agreements or arrangements. No other representations, promises, guarantees, agreements, compromises or securities (either express or implied) besides those expressly established in this Agreement exist. No variation to these terms on behalf of Concorde Technology Solutions can be made otherwise than in writing signed by a director of the Concorde Technology Solutions.

CONFIDENTIAL

General Terms & Conditions

Concorde Technology Solutions Legal

V3.5 (release date: 5th September 2017)