LAW FIRM SERVICES LIMITED – TERMS AND CONDITIONS OF USE FOR MINERVA PORTAL

These terms and conditions of use ("Terms") govern the User's use of the Service.

DEFINITIONS

In these Terms, the following expressions have the following meanings:

"**Charges**" means the charges payable in respect of the use of the Service in accordance with the Charging Policy and as set out in the Specific Charging Terms.

"**Charging Policy**" means LFS's charging and payment policy at https://www.minervaportal.com/wp-content/uploads/2021/12/Charging-Policy.pdf (as, subject to clause 4.2, updated and notified to the User from time to time) and any specific charging terms agreed between LFS and the User.

"**Contact**" means a client or prospective client of the User and in respect of whom the User uses the Service.

"**Contract**" means the contract created between LFS and the User incorporating these Terms.

"**Data Processing Policy**" means LFS's data processing policy at https://www.minervaportal.com/wp-content/uploads/2021/12/Data-Processing-Policy.pdf (as updated and notified to the User from time to time).

"**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the retained European Union law version of the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Data Retention Policy" means LFS's data retention policy at https://www.minervaportal.com/wp-content/uploads/2022/06/Data-Retention-Policy.pdf (as updated and notified to the User from time to time)

"**Force Majeure**" means any act or circumstance beyond the reasonable control of a party to include, but not limited to, natural disaster, act of war, government action, epidemic or pandemic, invasion, hostilities, interruption or failure of any utility service to include electric, power, gas, water, telephone and telecommunications.

"Good Industry Practice" means, in relation to providing the Service, provision to the standard of skill, care, prudence and foresight, in each case with appropriate management and control of quality, that a leading professional supplier of software as a service similar to the Service would use in the performance of that service.

"**Intellectual Property Rights**" means any and all of the following, whether or not registered, applications for the following items (where registerable) and the right to apply for the following items (where registerable):

patents, copyright, design right, database right, registered designs, trademarks, rights in respect of confidential information, unfair competition rights and similar rights in any country of the world.

"**LFS**" means Law Firm Services Limited, company registration number 4276437, whose registered office is situate at Unit 14 Mobbs Miller House, Christchurch Road, Northampton, NN1 5LL.

"**Licence Period**" means the period over which the User is licensed to use the Service, as determined in accordance with clause 4.1.

"**Microsoft Terms**" means the terms of Microsoft concerning the Server from time to time set out at https://www.minervaportal.com/wp-content/uploads/2021/12/Microsoft-Terms.pdf .

"**Security Information**" means all usernames, passwords, security phrases and all other information required to obtain access to and use the Service.

"**Server**" means the server or servers maintained for the hosting and provision of the Service and which may be located at such location as LFS may choose to locate such server or servers.

"**Service**" means the provision of a system and associated support services in respect of LFS's Minerva Portal consisting of access to the Software on a software as a service basis and which is:

(a) designed to provide the User with assistance regarding its dealings with Contacts including by providing quotation management, identification and anti-money laundering checks, the online completion of forms and secure online payments; and

(b) to be used as a service via the internet.

"**SLS**" means the Service Level Standards at https://www.minervaportal.com/wp-content/uploads/2021/12/Service-Level-Standards.pdf (as updated and notified to the User from time to time) in respect of maintenance and technical support services that LFS shall provide with respect to the Software and/or the Service.

"**Software**" means the software (including online application, database, system and server software) provided as part of the Service.

"Specific Charging Terms" means the specific charging terms agreed between LFS and the User as set out in the Specific Charging Terms Schedule at the end of these Terms (as, subject to clause 4.2, updated and notified to the User from time to time).

"Third Party Products" means software products or services owned by a third party, but legally licensed for distribution as part of or in conjunction with the Service.

"**Third Party Terms**" means the terms under which any Third Party Products are licensed for use from time to time as set out at https://www.minervaportal.com/wp-content/uploads/2021/12/Third-Party-Terms.pdf .

"**User**" means [ENTER NAME OF USER XXXX]

"**User Data**" means all data, works and materials uploaded to, transmitted through or stored on the Service by the User only; transmitted through the Service at the instigation of the User only; supplied by the User only to LFS for uploading to, transmission through or storage on the Service; or generated by the Service as a result of the use of the Service by the User only.

"**User and Contact Data**" means all data, works and materials uploaded to, transmitted through or stored on the Service by the User or a Contact; transmitted through the Service at the instigation of the User or a Contact; supplied by the User or a Contact to LFS for uploading to, transmission through or storage on the Service; or generated by the Service as a result of the use of the Service by the User or a Contact.

TERMS

The parties agree as follows:

1. **IN CONSIDERATION** of the obligations on the part of the parties hereto, LFS shall provide the Service to the User (and grants a revocable, personal, non-exclusive, non-transferable licence to the User, or agrees to

procure the grant of such a licence where the Service incorporates Third Party Products, to access and use the Service during the Licence Period) and the User will comply with all its obligations under these Terms.

2. LFS'S OBLIGATIONS

2.1 LFS shall use all reasonable endeavours to ensure that the Server shall be maintained as reasonably necessary to ensure that the Service can be provided to the User in accordance with the SLS save where the Service shall not be available by reason of Force Majeure. LFS shall endeavour to provide the User with reasonable prior notice of any periods of downtime when the Service will be unavailable due to the carrying out of required maintenance. For the purposes of this clause 2.1 and these Terms generally, the User acknowledges and agrees that the Server is operated and maintained by Microsoft and that use of the Service by the User is subject to the Microsoft Terms (or the terms of any replacement server hosting provider of LFS), which are available on request and which the User agrees to be bound by.

2.2 LFS shall use reasonable endeavours to customise the Service and communications to Contacts generated through use of the Service as reasonably required by the User and as reasonably necessary to ensure that the Service can be provided to the User in accordance with the SLS.

2.3 LFS shall make available to the User a telephone or e-mail-based helpdesk through which LFS will provide support services to the User in respect of the Service in accordance with the SLS.

2.4 LFS shall respond promptly to all requests for support services made by the User through the helpdesk referred to in clause 2.3 in accordance with the SLS.

2.5 LFS shall indemnify the User against any loss or damage suffered or incurred by the User in connection with any claim that the Software or the Service breaches the United Kingdom Intellectual Property Rights of any third party ("**IPR Claim**"). For the avoidance of doubt, this indemnity shall not apply where the IPR Claim in question is attributable to possession or use of the Software or the Service (or any part thereof) by or on behalf of the User other than in accordance with these Terms. This indemnity is the User's exclusive remedy and LFS's only liability in respect of IPR Claims.

2.6 If any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against LFS, LFS's indemnity under clause 2.5 is conditional on the User:

2.6.1 as soon as reasonably practicable, giving written notice of the IPR Claim to LFS, specifying the nature of the IPR Claim in reasonable detail;

2.6.2 not making any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of LFS (such consent not to be unreasonably conditioned, withheld or delayed);

2.6.3 giving LFS the option to defend or settle the IPR Claim and conduct of such defence or settlement (at its own cost);

2.6.4 to the extent reasonably required to defend the IPR Claim, giving LFS and its professional advisers access at all reasonable times (on reasonable prior notice) to its premises and its officers, directors or members (as the case may be), employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the User, so as to enable LFS and its professional advisers to examine them and to take copies (at LFS's cost) for the purpose of assessing the IPR Claim; and

2.6.5 subject to LFS providing security to the User's reasonable satisfaction against any loss or damage which may be incurred, taking such action as LFS may reasonably request to avoid, dispute, compromise or defend the IPR Claim.

2.7 If any IPR Claim is made, or in LFS's reasonable opinion is likely to be made, against the User, LFS may at its sole option and expense:

2.7.1 procure for the User the right to continue to use the Software (or any part thereof) and/or the Service (or any part thereof) in accordance with these Terms;

2.7.2 modify or replace the Software and/or the Service so that it ceases to be infringing provided that if LFS modifies or replaces the Software and/or the Service, the modified or replacement Software and/or Service (as the case may be) must function in substantially the same way to the Software and/or the Service (as the case may be). If the User considers that the modified or replacement Software and/or Service (as the case may be) does not function in substantially the same way to the Software and/or the Service (as the case may be), then provided it does so within thirty (30) days of the modified or replacement Software and/or Service (as the case may be) being put into operation the User may terminate the Contract immediately by providing written notice to LFS and, in such circumstances, the User shall be entitled to a pro-rata refund of any Charges paid in advance in respect of use of the Service which it will not be able to benefit from; or

2.7.3 terminate the Contract immediately by notice in writing to the User (giving the User as much notice as reasonably practicable of such intention to terminate) and, in such circumstances, the User shall be entitled to a pro-rata refund of any Charges paid in advance in respect of use of the Service which it will not be able to benefit from.

2.8 LFS shall take all reasonable steps in accordance with Good Industry Practice (including, without limitation, by using fully up to date security systems, processes and software) to ensure that use of the Services does not introduce any known virus or other known malicious code (in all cases for which detection and antidote software is generally available) which may cause harm or damage to the User's or a Contact's hardware or systems or the data or information stored upon them or accessed via them.

2.9 LFS shall take all reasonable steps in accordance with Good Industry Practice (including, without limitation, by using fully up to date systems, processes and software) to ensure that the User and Contact Data shall not become corrupt, damaged or otherwise inaccessible by the User or (as appropriate) a Contact via the Software or mixed with the data of another user of the Software or accessible by persons other than LFS personnel, the User or (where appropriate) a Contact.

2.10 LFS shall provide all services under the Contract (including the Service) lawfully, professionally and with due skill and care.

2.11 LFS shall comply at all times with all applicable laws and regulations relating to its provision of the Service and it obligations under the Contract.

2.12 LFS will cooperate reasonably with the User in relation to the Service and use its reasonable endeavours to address the User's reasonable requests.

2.13 LFS warrants that the Service will at all times correspond to its description, including the description set out in the Contract.

3. USER'S OBLIGATIONS

3.1 The User shall ensure that it has such computer hardware, network connections, telecommunications links and infrastructure as may be notified by LFS to the User as being the minimum requirement for the effective use of the Service and shall further ensure that such computer hardware, network connections, telecommunications links and infrastructure shall be maintained.

3.2 It is the responsibility of the User and its employees, servants and agents to ensure that all data entered by them into or through the Service, all documents uploaded by them into or through the Service and all funds provided by them through the Service at any time are correct and accurate and LFS accepts no liability in relation to the accuracy of such data entered, such documents uploaded and such funds provided using the Service (to the extent it has not been involved in such process) or for any consequences which follow any inaccurate data

being entered, any inaccurate documents being uploaded and any inaccurate funds being provided (to the extent that such consequences are not a result of the breach or negligence of LFS).

3.3 To facilitate the User's use of the Service, the User may be provided with Security Information. The User hereby agrees to keep such Security Information secret and secure and shall notify LFS promptly (and in any event within twenty four (24) hours – time being of the essence) if it believes (acting reasonably) that such Security Information may have been compromised.

3.4 By way of separate undertaking the User hereby agrees not to make public or disclose to any party whatsoever, save as may be required to give proper effect to the Service or as may be required by law, any of the Security Information.

3.5 The User shall pay any Charges to LFS without deduction or set off in accordance with the Charging Policy and in default thereof it shall pay interest upon such outstanding Charges at the rate of five per cent (5%) per annum above the base rate of Lloyds Bank plc subject always to a minimum rate of eight per cent (8%) accruing on a day to day basis from the date of due payment to the date of actual payment. The Charges are exclusive of value added tax and any similar taxes, which will be applied in accordance with prevailing legislation in force at the tax point date.

3.6 Where the Service incorporates Third Party Products:

3.6.1 The Charges include use of the Third Party Products.

3.6.2 The Third Party Products are provided to the User by LFS subject to the Third Party Terms and the User agrees to be bound by such Third Party Terms as if it were the customer or equivalent under them.

3.6.3 The Third Party Terms may be enforced directly against the User by a licensor of Third Party Products.

3.6.4 Should LFS's right to incorporate any Third Party Products into the Service cease then the User agrees to allow LFS to remove and/or replace those Third Party Products without liability to the User provided that LFS shall, where possible, provide reasonable prior notice to the User of such withdrawal and procure a replacement which will not have any materially adverse effect upon the User or the Service.

3.6.5 The User shall not use any Third Party Products for marketing, employment screening or credit assessment purposes.

3.6.6 The User shall not either directly or indirectly itself or through any agents or third parties compile, store, maintain or use any Third Party Products (or any data contained therein) to build its own database, or copy or otherwise reproduce such Third Party Products (or any data contained therein).

3.6.7 The User shall not resell, redistribute or relicense any Third Party Products, in whole or in part.

3.7 The User shall:

3.7.1 co-operate reasonably with LFS in all matters relating to the Service;

3.7.2 provide in a timely manner such access to the User's systems as is reasonably requested by LFS in order to provide the Service; and

3.7.3 provide in a timely manner such information as LFS may reasonably request, and ensure that such information is accurate in all material respects.

3.8 If LFS's performance of its obligations under the Contract is prevented or delayed by any act or omission of the User or the User's agents, sub-contractors or employees, LFS shall be entitled to rely on that act or

omission to relieve it from the performance of any of its obligations to the extent the act or omission prevents or delays LFS's performance of any of its obligations.

3.9 Subject to the provisions of clause 12, the User hereby grants to LFS a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the User and Contact Data to the extent reasonably required for the performance of LFS's obligations and the exercise of LFS's rights under the Contract. The User also grants to LFS the right to sub-license these rights to its licensors, hosting, connectivity and telecommunications service providers provided that any such third party shall be bound by terms similar to (and no less restrictive than) those contained in the Contract regarding the handling of User and Contact Data, including (without limitation) being required to comply with the Data Protection Legislation.

3.10 The User warrants to LFS that the User Data will not, in connection with its use of the Service, infringe the Intellectual Property Rights or other legal rights of any third party, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law. Further to this, the User shall not export any system (including software) acquired from LFS under the Contract in breach of any legislation or regulations, including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

3.11 The User shall ensure that its employees, agents and servants using the Service on its behalf do so in accordance with these Terms. The User shall be liable for any non-compliance by any such party as if such non-compliance had been committed by the User. For the avoidance of doubt, LFS shall not be responsible for any use of the Service by any Contacts or other third parties permitted by the User.

4. LICENCE PERIOD AND TERMINATION

4.1 The Licence Period shall initially be for twelve (12) months from the date these Terms are signed on behalf of the User and it and the Contract shall continue automatically thereafter subject to and until either party giving not less than thirty (30) days' written notice of termination, expiring on the last day of the initial twelve (12) months or at any time thereafter. Where such written notice is provided, the end of the Licence Period shall be the "**Expiry Date**" and, as at the Expiry Date, the parties' rights and obligations shall cease and determine save in respect of any antecedent breach of either party subsisting at the Expiry Date.

4.2 LFS may elect to vary any element of the Charges annually by giving the User not less than ninety (90) days' written notice of the variation. Should the User object to any such variation then provided it does so within sixty (60) days of the variation being proposed the User may terminate the Contract immediately by providing written notice to LFS and, in such circumstances, the User shall be entitled to a pro-rata refund of any Charges paid in advance in respect of use of the Service which it will not be able to benefit from.

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

4.3.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;

4.3.2 the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

4.3.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

4.3.4 the other party suffers what can reasonably be considered an insolvency related event; or

4.3.5 should LFS's right to incorporate any Third Party Products into the Service cease. In such circumstances, the User shall be entitled to a pro-rata refund of any Charges paid in advance in respect of use of the Service which it will not be able to benefit from.

4.4 Without prejudice to any other rights or remedies to which the User may be entitled, the User may terminate the Contract without liability to LFS if:

4.4.1 in the reasonable opinion of the User, LFS breaches the SLS and which breach is (i) irremediable or (ii) (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

4.4.2 the delivery of the Service is adversely affected in any way, such that in the reasonable opinion of the User it causes disruption to the User's business continuity and reputation.

4.5 On termination of the Contract, LFS may destroy or otherwise dispose of any of the User and Contact Data in its possession unless LFS receives, no later than thirty (30) days after the Expiry Date, a written request for the delivery to the User of the then most recent back-up of the User and Contact Data. LFS shall take all reasonable steps in accordance with Good Industry Practice to deliver the back-up to the User within thirty (30) days of its receipt of such a written request, provided that the User has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination). The User shall pay all reasonable and evidenced expenses incurred by LFS in returning or disposing of User and Contact Data.

5. INTELLECTUAL PROPERTY RIGHTS

The User acknowledges and agrees that all Intellectual Property Rights in the Software and in work arising from or created, produced or developed by LFS or its licensors (in the case of Third Party Products) either subsisting at the date of these Terms or created in the course of LFS performing its obligations under these Terms including, but without limitation, all documents, data (but not the User and Contact Data), computer programmes, object codes, source codes, network designs, notes, inventions, improvements, modifications, discoveries, tools, scripts or other items relating thereto shall belong to, vest in and shall be and remain the sole and exclusive property of LFS or its licensors (in the case of Third Party Products) and the User shall acquire no right, title or interest in or to the same other than the right to use the Service in accordance with these Terms.

6. LIMITATION OF LIABILITY

6.1 Subject to clause 6.8, LFS will not be liable in contract, tort (including liability for negligence) or otherwise arising in connection with these Terms or the use of (or inability to use) the Service for:

6.1.1 Any economic loss including, but without limitation, loss of revenues, profits, contracts, business or anticipated savings.

6.1.2 Any loss of or damage to data, goodwill or reputation.

6.1.3 Any special, indirect or consequential losses.

6.2 Subject to clause 6.8, LFS will further not be liable for any loss or damage arising from:

6.2.1 Erroneous information uploads using the Service by either the User or a Contact.

6.2.2 Erroneous uploading of information using the Service by either the User or a Contact.

6.2.3 Erroneous downloading of information using the Service by either the User or a Contact.

6.2.4 Erroneous provision of funds using the Service by a Contact.

6.2.5 The content of any notepad provided as part of the Service or any e-mail or documentation sent via the Service.

6.3 Subject to LFS's obligations in respect of the SLS, the Service is provided on an "as is" and "as available" basis and LFS does not warrant that the User's use of the Service will be uninterrupted or error-free. Subject to clause 6.8, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms, including any implied warranties of merchantability or fitness for a particular purpose.

6.4 The User agrees that it is responsible for its use of the Service and for any User Data it provides through the Service. The User represents and warrants that it has all the rights, power, authority and permission necessary to use such User Data including, without limitation, as required by the Data Protection Legislation. Subject to clause 6.8, in the event of any loss or damage to User and Contact Data, the User's sole and exclusive remedy against LFS shall be for LFS to use reasonable commercial endeavours to restore the lost or damage User and Contact Data from the latest back-up of such User and Contact Data maintained by LFS. LFS shall not be responsible for any loss, destruction, alteration or disclosure of User and Contact Data caused by any third party (except those third parties sub-contracted by LFS to perform services related to User and Contact Data maintenance and back-up for which it will remain fully liable).

6.5 The User acknowledges and agrees that it is a business customer by virtue of the Service being used by it for its business purposes.

6.6 Subject to clause 6.8, LFS's total aggregate liability in contract, tort (including liability for negligence) or otherwise arising in connection with these Terms and the Contract shall be limited to one hundred and twenty five percent (125%) the value of the Charges in respect of the User's use of the Service during the twelve (12) months preceding the date on which the claim arose or two hundred and fifty thousand pounds (£250,000), whichever is the greater.

6.7 The User acknowledges and agrees that the exclusions and disclaimers provided for in these Terms in respect of LFS's liability are reasonable, are an essential part of these Terms and formed, and will form, the basis for determining the amount of the Charges.

6.8 Notwithstanding any other term of the Contract, nothing in these Terms shall limit or reduce LFS's liability to the User or a Contact in connection with any liability which cannot be lawfully limited or excluded (including death or personal injury caused by negligence and fraud or fraudulent misrepresentation).

6.9 Each provision of this clause 6 shall be construed separately and if, for any reason, any one or other of these provisions is held to be inapplicable or unenforceable in any circumstances the remaining clause or clauses will remain in full force and effect.

7. INDEMNITY

Subject to the User's total aggregate liability (not including the User's obligation to pay Charges) in contract, tort (including liability for negligence) or otherwise arising in connection with these Terms and the Contract being limited to one hundred and twenty five percent (125%) the value of the Charges in respect of the User's use of the Service during the twelve (12) months preceding the date on which the claim arose or two hundred and fifty thousand pounds (£250,000), whichever is the greater, the User hereby agrees to defend, indemnify and hold LFS harmless, and to keep LFS fully and effectively indemnified, from and against all liabilities, losses, claims, damages, costs and expenses that LFS may suffer from:

7.1 Any breach of these Terms by the User.

7.2 Any transmission or receipt of any content, message or funds sent via the Service by the User or a Contact.

7.3 The data submitted by the User using the Service, transmitted using the Service or made available through the Service.

7.4 Connection by the User to the Service.

7.5 Violation of the rights of any third party by the User.

7.6 Any claims or legal proceedings arising from the use of the Service by the User under these Terms including, but not limited to, claims in respect of defamation, breach of copyright or other Intellectual Property Right infringement, which are brought or threatened against LFS by any other person save for in respect of any third party claim that the Service or the Software breaches the Intellectual Property Rights of any third party.

7.7 Breach of applicable law, rule or regulation by the User.

8. ESCROW

LFS undertakes upon a written request of the User to place the source code for the Software, to the extent it is owned by LFS but not to the extent it is licensed to LFS, in escrow with LFS's nominated United Kingdom based escrow agent on that escrow agent's applicable terms and conditions (or such other escrow agent as the parties may agree from time to time) within thirty (30) days of the User's request. The cost of the escrow agent's fees shall be payable by the User. LFS shall ensure that the version of such source code which is deposited in escrow pursuant to this clause 8 is the current version and is kept up to date at the User's further cost as the Software is modified or upgraded.

9. MISCELLANEOUS PROVISIONS

9.1 These Terms and (if any) the consultancy agreement between the User and LFS contain the entire agreement between the parties relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals (whether written or oral) between LFS and the User in relation to the provision of the Service and all matters ancillary thereof. The User agrees that, in entering into the Contract, either it did not rely on any representations (whether written or oral) of any kind of any person other than those expressly set out in these Terms or, if it did rely on any written or oral representations not expressly set out in these Terms, that it shall have no remedy in respect of such representations and (in either case) LFS shall have no liability otherwise than pursuant to the express terms of these Terms.

9.2 LFS may, subject to clause 12.6, assign or sub-contract any or all of its obligations under these Terms subject to obtaining the User's prior written consent (such consent not to be unreasonably conditioned, withheld or delayed).

9.3 Neither LFS nor the User will be deemed to be in breach of any of its obligations under these Terms or for any delay in the performance of any obligation under these Terms if and to the extent that such delay or failure is due to a circumstance of Force Majeure.

9.4 Any failure by LFS or the User to enforce or exercise any right or provision contained in these Terms will not constitute a waiver of that right or provision.

9.5 If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision or provisions of these Terms will remain in full force and effect and this shall not affect the enforceability of any remaining provisions of these Terms. The said invalid or unenforceable provision shall, if possible, be construed in such a way as to be enforceable whilst, at the same time, most closely expressing the intent of the provision as originally drafted.

9.6 The headings appearing in these Terms are for reference only and shall not affect the construction thereof.

9.7 Words importing the singular only shall include the plural and vice versa.

9.8 These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

9.9 These Terms shall remain in full force and effect after the Expiry Date in respect of any matters, covenants or conditions which shall not have been done, observed or performed prior thereto and also representations and warranties and obligations of the parties shall, except for any obligations fully performed on or before the Expiry Date, continue in full force and effect notwithstanding the termination of the User's use of the Service.

9.10 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and subject only to clause 3.6.3, these Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of their provisions. The rights of LFS and the User to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any third party.

10. COMPLIANCE WITH STATUTES AND PERMISSIONS

The parties hereto confirm that they have obtained or will obtain all necessary licences, consents, approvals, permissions, permits and other authorities (public or private) necessary for the carrying on of their business and for the provision or the receipt of the Service ("**Permissions**"), all of which are or will be valid and subsisting and neither party knows of any reason, nor any facts or circumstances, which would be likely to give rise to any reason why any of those Permissions should be suspended, cancelled, revoked or not renewed.

11. INSPECTION RIGHTS

11.1 LFS and any regulator of the User shall, subject to providing reasonable confidentiality undertakings, during normal office hours and subject to providing reasonable prior notice have access to all premises used by the User for the purposes of inspecting records and documents kept in connection with the use of the Service (including the right to copy and remove such documentation).

11.2 The User and any regulator of the User shall, subject to providing reasonable confidentiality undertakings, during normal office hours and subject to providing reasonable prior notice have access to the Server and any back-ups of the Server on which User and Contact Data is stored from time to time to the extent that LFS is able to provide or procure such access.

12. DATA PROTECTION LEGISLATION

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.2 The parties acknowledge that, for the purposes of the Data Protection Legislation, in respect of any personal data (as defined in the Data Protection Legislation, "**Personal Data**") concerning the User's employees, agents and servants and any Contact and processed as a result of use by or on behalf of the User or a Contact of the Service, the User is the data controller and LFS is the data processor. The Data Protection Schedule at the end of these Terms sets out the scope, nature and purpose of processing by LFS, the duration of the processing and the types of Personal Data and categories of data subject (as defined in the Data Protection Legislation, "**Data Subject**").

12.3 Without prejudice to the generality of clause 12.1, the User will ensure it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to LFS for the duration and purposes

of these Terms and so that LFS may contact any Contact inviting them to upload any required data (Personal Data or otherwise) through the Service.

12.4 Without prejudice to the generality of clause 12.1, LFS shall, in relation to any Personal Data processed in connection with the performance by LFS of its obligations under these Terms and/or its provision of the Service:

12.4.1 process that Personal Data only on the written instructions of the User;

12.4.2 keep the Personal Data confidential;

12.4.3 comply with the User's reasonable instructions with respect to processing Personal Data;

12.4.4 not transfer any Personal Data outside of the United Kingdom unless, in accordance with the Data Protection legislation, LFS ensures that (i) the transfer is to a country approved as providing an adequate level of protection for Personal Data; or (ii) there are appropriate safeguards in place for the transfer of Personal Data; or (iii) binding corporate rules are in place; or (iv) one of the derogations for specific situations applies to the transfer;

12.4.5 assist the User at the User's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

12.4.6 notify the User without undue delay on becoming aware of a Personal Data breach or communication which relates to the User's or LFS's compliance with the Data Protection Legislation;

12.4.7 at the written request of the User and subject to clause 4.5 and the Data Retention Policy, delete or return Personal Data (and any copies of the same) to the User on termination of the Contract unless required by the Data Protection Legislation or permitted by the Data Retention Policy to store the Personal Data; and

12.4.8 maintain complete and accurate records and information to demonstrate compliance with this clause 12 and allow for audits by the User or the User's designated auditor.

12.5 LFS shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the User, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

12.6 The User consents to LFS appointing the third party sub-processors of Personal Data set out in the Data Protection Policy subject to LFS entering into a written agreement with any such third party incorporating data protection terms which are substantially similar to (and no less protective to the User than) those set out in this clause 12. As between LFS and the User, LFS shall remain fully liable for all acts or omissions of any third party sub-processor appointed by it pursuant to this clause 12.6.

THE DATA PROTECTION SCHEDULE

1. Processing by LFS

1.1 **Scope**

The processing of Personal Data relating to the User's employees, agents and servants and/or Contacts.

1.2 **Nature**

Such processing as is required for LFS to effectively provide the Service to the User.

1.3 **Purpose of processing**

To enable the User's employees, agents and servants or a Contact to effectively use the Service.

1.4 **Duration of the processing**

Corresponding to the term of the User's use of the Service under these Terms.

2. Types of Personal Data

Name, address, title, date of birth, telephone number, mobile number, address, e-mail address, passport details, driving licence details, other identification details, and financial data including bank account and payment card details, medical and other special categories of personal data.

3. Categories of Data Subject

The User's employees, agents and servants and Contacts.

THE SPECIFIC CHARGING TERMS SCHEDULE

Estimated annual number of Contracted Matters: [Estimate of matters XXXX]

Total annual Contracted Matter Charges: £[Value of annual contract XXXX]

Minimum Monthly amount: £[Monthly Minimum contract XXXX]

Billing Period to commence on [Contract Start date XXXX]

Banding based on number of Contracted Matters	Low	High	Range	Fee	Quantity of Contracted Matters in band	Contracted Matter Charges in band
1	0	600	600	£15.00	XXXX	£ XXXX
2	601	2,400	1,800	£12.00	XXXX	£ XXXX
3	2,401	6,000	3,600	£9.00	XXXX	£ XXXX
4	6,001	50,000	44,000	£6.00	XXXX	£ XXXX
Per Annum					**XXXX**	**£ XXXX**

Additional Chargeable item/s	Charge
Installation (one-off fee)	£1,500 with option of 3 additional days (if required) = total £3,000
Credas Enhanced ID/AML	£4.00 each
Credas AML only check	£3.00 each
Yoti e-signature (per envelope created)	£1.50 each
Armalytix – Open Banking Check	£10.00 each
Text charge per text	£0.08 each
OCE's download per matter	£1.00 plus Land Registry Fee
Integration fee	Price on Application

Signed by:-

Signature:

Name: Mark Hemmings

SIGNED for and on behalf of LAW FIRM SERVICES LIMITED

Acting by: Director

Dated:

Signature:

Your Name:

SIGNED for and on behalf of XXXX

Your Role:

Date Signed: