

COMNEXA TERMS AND CONDITIONS

Comnexa Limited (defined below as the **Supplier**) offers consulting services in the field of Salesforce and associated technology consulting. The provision of Services to or for the benefit of a Customer shall be on the Contract's terms.

In particular, Comnexa refers the Customer to clauses 5 and 8 herein.

1. Interpretation

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions:

1.1.1 **Agents:** the Supplier's agents, consultants and subcontractors;

1.1.2 **Business Day:** a day other than a Saturday, Sunday or public holiday in Jersey, when banks in Jersey and London are open for business.

1.1.3 **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

1.1.4 **Commencement Date:** has the meaning given in clause 2.2.

1.1.5 **Contract:** the written contract between the Supplier and the Customer for the supply of Services, together being:

- (a) these Terms (as amended from time to time); and
- (b) the Proposal.

1.1.6 **Customer:** the person or persons or firm who purchases and / or receives Services from the Supplier.

1.1.7 **Customer Default:** has the meaning set out in clause 4.2.

1.1.8 **Deliverables:** the deliverables described in the Proposal produced by the Supplier for the Customer.

1.1.9 **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software database rights, rights to

use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.1.10 **Services:** the services, including the Deliverables, to be supplied by the Supplier to the Customer as set out in the Proposal.

1.1.11 **Proposal:** the proposal, the scope of the Services and the fee agreement document agreed between the Supplier and the Customer.

1.1.12 **Supplier:** Connexa Limited, registered in Jersey with company number 122375 and its agents, assigns, subsidiaries, and successors-in-title.

1.1.13 **Terms:** these terms and conditions as amended from time to time in accordance with clause 11.5.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

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

1.2.3 A reference to **writing** or **written** includes email.

2. **Basis of contract**

2.1 The Contract constitutes an offer to purchase Services.

2.2 The Contract shall only be deemed to be completed when the Customer agrees in writing to the Proposal, and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. **Supply of Services**

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Contract in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Proposal. However, any such dates shall be estimates only, and time shall not be of the essence for the performance of the Services.
- 3.3 The Supplier reserves the right to amend the Contract if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event if such amendment is considered to be material (in the opinion of the Supplier acting reasonably).
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. **Customer's obligations**

- 4.1 The Customer shall:
- 4.1.1 ensure that the terms of the Contract and any information it provides to the Supplier are complete and accurate;
 - 4.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6 save with the prior written approval of the Supplier, during the term of the Contract and for 24 months from the termination of such Contract, directly or indirectly and on the Customer's own behalf, or on behalf of any other person or jointly with any other person, not employ, engage or entice away or attempt to employ, engage or entice away, from the employment or engagement of the Supplier any person who was at any

time prior to the termination of any Contract employed or engaged by the Supplier or was an Agent of the Supplier.

The Customer acknowledges and agrees that the duration, extent and application of the restrictions in this Clause are reasonable and necessary. If the Customer were to recruit or employ an employee or Agent of the Supplier during this restricted period, they would be liable and required to pay to the Supplier the remainder of the Contract's fees and a sum equal to the employee's or Agent's annual remuneration or the total contractual fee from the Supplier; and

4.1.7 comply with any additional obligations as set out in the Contract.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation including, but not limited to, delays or failures by the Customer to transfer or manipulate data promptly as required by the Supplier or due to delays resulting from the Customer's lack of personnel resources attributed or allotted to the Supplier's project **(Customer Default)**:

4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend the performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default, including in relation to additional fees incurred.

5. **Charges and payment**

5.1 As remuneration for the Contract and Services provided, the Supplier shall receive such fees and charges from the Client in such manner as is set out in or referred to in the Proposal.

5.2 The Supplier reserves the right to amend any fee estimate or agreed fee in the Proposal should the circumstances affecting the engagement materially change and result in additional work, such as unexpected difficulties, complications or if the Customer's requirements change during the term of the Contract.

Where any fixed fee or agreed fee arrangement contained in the Proposal is required to be increased due to changes in circumstances or scope, the parties shall agree in writing the sum of any additional fees to be charged by the Supplier prior to the Supplier incurring or charging any such additional fees.

- 5.3 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. The approximate quantum of any expenses must be approved in writing by the Customer, prior to the Supplier incurring such expenses.
- 5.4 The Supplier shall invoice the Customer in accordance with the payment terms agreed in writing in the Proposal.
- 5.5 The Customer shall pay each invoice submitted by the Supplier:
- 5.5.1 within 30 calendar days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- 5.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 5.6 Unless expressly stated or required, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value-added tax or goods and services tax chargeable from time to time (**GST**). Where any taxable supply for GST purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid GST invoice from the Supplier, pay the Supplier such additional amounts in respect of GST as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. Any debts that must be chased may incur a handling charge of £250 plus GST. In some circumstances, you may have a right of recovery or indemnity against a third party regarding all or part of our invoices. However, we are not permitted to issue an invoice to any person other than you. You remain liable to us to pay our invoices notwithstanding such a right. As a contractual right, in addition to any right to retain money, documents and property available to us under the general law (lien), we have the right to retain your money, documents

provided to us and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

- 5.8 Without prejudice to our right to claim costs under any law or act, if for any reason any payment is not made when due, we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under the Contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs, credit will be given for any compensation due under applicable laws or acts. If proceedings are issued, a minimum contribution of £750 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.
- 5.9 If amounts due to the Supplier remain unpaid more than 30 days after the date of the invoice, the Supplier shall be entitled to cease or suspend any services under the Contract without prejudice to any other rights or remedies that the Supplier may have in relation to the non-payment and may invoice you for all accrued fees and expenses.
- 5.10 Where more than one Customer enters into the Contract with the Supplier (i.e. more than one legal person enters into the contractual obligations), each person that is a Customer is jointly and severally liable for the settlement of all amounts invoiced.
- 5.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. **Intellectual property rights**

- 6.1 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.1.
- 6.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

7. **Data protection**

- 7.1 In this clause, "**Data Protection Legislation**" means the Data Protection (Jersey) Law 2018 (as amended from time to time) and any other legislation relating to personal data, and all other

legislation and regulatory requirements in force from time to time which applies relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. Controller, processor, data subject, personal data, personal data breach, processing, and appropriate safeguards are defined in the Data Protection (Jersey) Law 2018.

7.2 The Parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove, or replace our obligations or your rights under the Data Protection Legislation. Please see our Privacy Policy to read further how we treat your data.

8. **Limitation of liability**

8.1 The Supplier has obtained insurance cover regarding its legal liability for individual claims not exceeding £1,000,000 per claim relating to professional liability and £2,000,000 per claim for public/product liability. The limits and exclusions in this clause reflect the insurance coverage the Supplier has been able to arrange. The Customer is responsible for making its own arrangements to insure any excess loss.

8.2 References to liability in this clause 8.1 include every kind of liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in this clause 8.1 shall limit the Customer's payment obligations under the Contract.

8.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to, liability for:

8.4.1 death or personal injury caused by negligence; and

8.4.2 fraud or fraudulent misrepresentation.

8.5 Subject to clause 8.4 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer for all loss or damage shall not exceed the amount of fees agreed to be paid by the Customer to the Supplier in the Contract.

8.6 Subject clause 8.3 (No limitation of customer's payment obligations) and clause 8.4 (Liabilities which cannot legally be limited), this clause 8.6 sets out the types of loss that are wholly excluded:

8.6.1 loss of profits;

8.6.2 loss of sales or business;

- 8.6.3 loss of agreements or contracts;
 - 8.6.4 loss of anticipated savings;
 - 8.6.5 loss of or damage to goodwill; and
 - 8.6.6 indirect or consequential loss.
- 8.7 The Supplier has given commitments as to the compliance of the Services with relevant Proposals in clause 3. In view of these commitments, all terms implied under the Supply of Goods and Services (Jersey) Law 2009 are excluded from the Contract to the fullest extent permitted by law.
- 8.8 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and identify the event and the grounds for the claim in reasonable detail.
- 8.9 This clause 8 shall survive termination of the Contract.
9. **Termination**
- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 90 calendar days' written notice unless otherwise stated in the Proposal
- 9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment or if the Customer fails to comply with any material term of these terms and conditions.
- 9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment or if the Customer fails to comply with any material term of these terms and conditions.
10. **Consequences of termination**
- 10.1 On termination or expiry of the Contract, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer in accordance with clause 5.5.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. **General**

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

11.2 **Assignment and other dealings.**

11.2.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party.

11.3 **Confidentiality.**

11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

11.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 **Entire agreement.**

11.4.1 These Terms and the Proposal in connection with the Services constitute the entire agreement and understanding of the relevant parties.

11.4.2 In the event of a conflict between:

(a) these Terms; and

(b) the Proposal,

the provisions of the Proposal shall prevail over these Terms.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 **Variation.** No variation of the Proposal shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

The Supplier reserves the right to amend or vary these Terms at any time, and the Supplier undertakes to inform the Customer in writing not less than 60 days prior to any change taking effect.

Upon expiry of such period, the Customer shall be deemed to have consented to the amendment or variation unless within that period they have objected to it in writing to the Supplier.

The Supplier may, in its absolute discretion, waive or delay the implementation of any proposed amendment or variation if the Customer gives reasonable justification for requiring such delay or waiver, it being understood that any such delay or waiver would not affect the validity of these Terms.

A copy of these Terms and any variations thereto from time to time in force will be sent to the Customer in hard copy form, upon written request. However, these Terms and any future variations thereto may be published on the Connexa website at <https://www.connexa.co.uk/>.

The Supplier and the Customer, as the case may be, may at any time in writing mutually agree to vary these Terms or the Proposal.

11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or the Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract is deleted under this clause 11.7, the parties shall negotiate in good faith to agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.8 **Notices.**
- 11.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent by email to hello@comnexa.co.uk in respect of the Supplier and the email address specified in the Proposal in respect of the Customer.
- 11.8.2 Any notice or communication shall be deemed to have been received:
- (a) at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.8.3 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Island of Jersey.
- 11.10 **Jurisdiction.** Each party irrevocably agrees that the courts of the Island of Jersey shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.