

Comnexa Terms and Conditions

Comnexa Limited (defined below as **the Supplier**) offers Salesforce and associated technology consulting services. These terms regulate the provisions of our Services to and for the benefit of a Client. **PLEASE READ THESE TERMS AND CONDITIONS** (the “Agreement” or “Conditions”) as they apply to the Services, we are rendering to you.

Please save a copy of these terms for your records. A PDF copy can be [downloaded here](#).

Version Date – 22nd December 2025.

If your proposal with Comnexa Limited is signed before 22nd December 2025 and you do not have a copy of the terms as they existed on that date, please contact phil.cuming@comnexa.co.uk

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in Jersey;
Change	means any change, amendment or alteration to the Specification, the Services or this Agreement;
Change Control Note	means a written note which details the impact the proposed Change will have on any part of the Specification, the Services or this Agreement, in such form as the parties agree
Change Control Procedure	means the procedure for agreeing Changes as set out in this Agreement;
Client	means the named party in the Proposal (which has agreed to purchase the Deliverables from the Supplier and whose details are set out in the Proposal;

Client Materials	means any material owned by the Client or its Affiliates relating to the Services (and any modifications to that material);
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Client in performing its obligations under, or otherwise pursuant to the Contract;
Contract or Agreement	means this agreement between the Supplier and the Client for the sale, purchase and supply of the Deliverables and Services incorporating these Conditions (as amended from time to time), the Proposal, and including all its schedules, attachments, annexures and statements of work;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly;
Data Protection Laws	means, as binding on either party or the Deliverables: (a) the GDPR; (b) the Data Protection Act 2018; (c) The Data Protection (Jersey) Law 2018 (d) any laws which implement or supplement any such laws; and (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Deliverables	means the Services described as deliverables under the Proposal;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;
Fee	has the meaning given in clause 3.1;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other

	industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay;
GST	means Goods and Services Tax under the Goods and Services Tax (Jersey) Law 2007 or any other similar sale or fiscal tax applying to the sale of the Deliverables;
Intellectual Property Rights	means utility models, rights to inventions, copyright and related rights, trademarks 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 sue for passing off, domain names, protect the confidentiality of Confidential Information, and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not (b) including any applications to protect or register such rights (c) including all renewals and extensions of such rights or applications (d) whether vested, contingent or future (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
IPR Claim	has the meaning given in clause 11.7.
Party	means either the Supplier (and its Affiliates) or the Client (and its Affiliates)
Parties	means both the Supplier (and its Affiliates) or the Client (and its Affiliates)
Proposal	means the Client's order for the Deliverables, the scope of the Services document, the Specifications as agreed by the Parties as contained in the Proposal document incorporating these Conditions, as updated from time to time in accordance with the Change Control Procedure
Services	means the services set out in the Proposal and to be supplied by the Supplier to the Client in accordance with the Contract;
Specification	means the description or Documentation provided for the Deliverables set out or referred to in the Contract;

Supplier	means Comnexa Limited, registered in Jersey with company number 122375 and its agents, assigns, subsidiaries, and successors-in-title;
Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Proposal, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Client and includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Client. They supersede any previously issued terms and conditions of purchase or supply.

- 2.2** No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, proposal, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees.
- 2.3** These Conditions constitute an offer to purchase Services.
- 2.4** These Conditions shall only be deemed to be completed when the Client agrees in writing to the Proposal, and on which date the Contract shall come into existence (Commencement Date).
- 2.5** No variation of these Conditions or to a Proposal or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Client and the Supplier respectively.
- 2.6** Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.
- 2.7** These Conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 Fee

- 3.1** The Fee for the Services shall be as set out in the Proposal. (the **Fee**).
- 3.2** Unless expressly stated or required, all amounts payable by the Client 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 Client, the Client 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.
- 3.3** 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 Client's requirements change during the term of the Contract. This will be done through a change order agreed by both Parties.
- 3.4** 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.

4 Payment

- 4.1** The Supplier shall invoice the Client in accordance with the payment terms agreed in writing in the Proposal.
- 4.2** Unless other payment arrangements are specifically mentioned in the Proposal, the Client shall pay all invoices:

- 4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
- 4.2.2 to the bank account nominated by the Supplier.
- 4.3** Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date, without limiting the Supplier's remedies under clause 14 :
- 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 2% a year above the base rate of Bank of England's from time to time in force, but at 2% a year for any period when that base rate is below 0%, and
- 4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgement.
- 4.4** 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.
- 4.5** Any debts that must be chased may incur a handling charge of £250 plus GST. In some circumstances, the Client may have a right of recovery or indemnity against a third party regarding all or part of our invoices. However, The Supplier shall not issue an invoice to any person other than the Client. The Client remains liable to the Supplier to pay invoices notwithstanding such a right. As a contractual right, in addition to any right to retain money, documents and property available to the Supplier under the general law (lien), the Supplier have the right to retain the Client's money, documents provided to the Supplier and property (whether held in relation to the Services for which payment has not been made or any other Services) until the Supplier has been paid in full.
- 4.6** Without prejudice to the Supplier's right to claim costs under any law or act, if for any reason any payment is not made when due, the Supplier reserve the right to be paid on an indemnity basis any costs incurred in recovering any money due under the Contract (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. Administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating 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.
- 4.7** Where more than one Client enters into the Contract with the Supplier (i.e. more than one legal person enters into the contractual obligations), each person that is a Client is jointly and severally liable for the settlement of all amounts invoiced. 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).

5 Parties Obligations

5.1 Supplier's Obligations:

- 5.1.1 The Supplier shall supply the Services to the Client in accordance with the Contract in all material respects;
- 5.1.2 The Supplier shall perform the services with all reasonable skill, care and diligence;
- 5.1.3 Given the nature of technology services, the Supplier does not warrant or represent that the Services will be free from minor errors;
- 5.1.4 Time of performance shall not be of the essence. The Supplier shall use its reasonable endeavours to perform the Services in accordance with the Performance dates contained in the Proposal, however any such dates shall be estimates only.
- 5.1.5 The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Client exceeds such credit limit.

5.2 Client's Obligations:

During the term, the Client shall at all times and in all respects:

- 5.2.1 perform its obligations in accordance with the terms of this Agreement;
- 5.2.2 pay the Fees in accordance with the provisions of clause 3 and 4;
- 5.2.3 cooperate with the Supplier in all matters arising under this Agreement or otherwise relating to the performance of the Services;
- 5.2.4 perform all Client responsibilities as stated in the Proposal
- 5.2.5 provide the Client Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services, to the Supplier in a timely manner (within seven days of request), unless when it is impossible to which the Client shall inform the Supplier that it is impossible;
- 5.2.6 inform the Supplier in a timely manner of any matters which may affect the provision of the Services;
- 5.2.7 comply with its obligations under clause 22.9;
- 5.2.8 ensure that all materials, information or other items provided to the Supplier for the provision of the Services are suitable for the performance of the Services, in good condition, accurate, complete and in good working order; and
- 5.2.9 obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under this Agreement.

- 5.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant

obligation including, but not limited to, delays or failures by the Client to transfer or manipulate data promptly as required by the Supplier or due to delays resulting from the Client's lack of personnel resources attributed or allotted to the Supplier's project (**Client Default**). Without limiting or affecting any other right or remedy available to it, the Supplier:

- 5.3.1 may suspend performance of the Services until the Client remedies its default;
- 5.3.2 shall not be liable for any costs or losses sustained by the Client as a result of such suspension; and
- 5.3.3 may charge the Client (and the Client shall pay under this Agreement) costs or losses incurred by the Supplier arising from the Client's default.

6 Final Test, Delivery and performance

6.1 The Services shall be performed by the Supplier at the Location or in the manner stipulated in the Proposal.

6.2 Following the performance of the Services and during the period specified in the Proposal, the Client shall test the Deliverables (Final Test) for the duration of the testing period, which shall be 30 days unless otherwise agreed in writing or otherwise stated in the Proposal (**Testing Period**). All feedback shall be logged in accordance with the provisions of the Proposal or, where the Proposal is silent, shall be submitted to the Supplier's Project Manager.

6.3 At the end of the Testing Period, the Supplier shall:

- 6.3.1 review the feedback;
- 6.3.2 confirm and fix all issues that are attributable to its own act or default, limited to failures of the Deliverables to meet the Specifications; and
- 6.3.3 issue a written notice to the Client confirming the resolution of such issues (**Fix Notice**).

6.4 Any additional feedback or amendment requests made during the Testing Period that are outside the Specifications and not attributable to any act or omission of the Supplier shall be treated as additional work and shall be subject to the Change Control provisions in Clause 8.

6.5 Once all applicable issues have been resolved and the Fix Notice has been issued, the Supplier may provide a written notification confirming:

- 6.5.1 that the Services have been completed;
- 6.5.2 any manual for the use of the Deliverables,
- 6.5.3 any special instructions, handling and other requests; and
- 6.5.4 any invoice due for the completion (in accordance with the payment arrangements in the Proposal).

(the Completion Notification)

- 6.6** If the Deliverables perform in accordance with the agreed Specifications and other applicable testing criteria (as contained in the Proposal) by the end of the Testing Period, the Deliverables shall be deemed to have passed the Final Test.
- 6.7** The Client's Acceptance of the Deliverables shall occur at the earliest of any of the below:
- 6.7.1 the Client providing written Acceptance of the Deliverables; or
 - 6.7.2 the Deliverables passing the Final Tests in accordance with this clause; or
 - 6.7.3 the Deliverables being used in a live or production environment or in commercial use for 30 days; or
 - 6.7.4 the expiration of the Testing Period without the Client completing the Final Test.
- 6.8** Unless expressly agreed otherwise in writing by both Parties, the Services shall be deemed to have been completed in full and in accordance with the terms of this Agreement (**Completion**) after the occurrence of any of the events in clause 6.7.
- 6.9** The Supplier shall not be liable for any delay or failure in Completion caused by:
- 6.9.1 the Client's failure to provide the Supplier with adequate instructions for performance of the Services;
 - 6.9.2 the Client's failure to comply with the provisions of clause 3.2;
 - 6.9.3 the Client's failure to supply the Client Materials in a timely manner; or
 - 6.9.4 a Force Majeure Event.

7 Warranty

- 7.1** The Client warrants that:
- 7.1.1** it has the right, power and authority to enter into this Agreement and grant to the Supplier the rights (if any) contemplated in this Agreement; and
 - 7.1.2** the Client Materials and all other information, documents, materials, data or other items provided by the Client pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.
- 7.2** The Supplier warrants that the Services shall be performed :
- 7.2.1** in accordance with Good Industry Practice; and

- 7.2.2** by suitably qualified and competent Personnel who shall exercise all reasonable skill and care and all due diligence in the execution thereof;
- 7.3** Subject to the provisions of clause 7.4, the Supplier shall, at its option, remedy or re-perform for any Services or Deliverables that do not comply with clause 7.2, provided that the Client within 30 days of Completion, serves a written notice on the Supplier that some or all of the Services or the Deliverables (as the case may be) do not comply with clause 7.2, and identifying in sufficient detail the nature and extent of the defects within seven Business Days of Completion. The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables
- 7.4** The Supplier shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 7.2 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 7.4.1** a breach by the Client of any of its obligations under this Agreement;
- 7.4.2** an event of Force Majeure;
- 7.4.3** any design, Specification or requirement of the Client; or
- 7.4.4** use of the Client Materials.
- 7.5** The parties acknowledge and agree that the services are provided in line with the Specifications and without any other express or implied warranties, representations or undertakings.
- 7.6** Except as set out in this clause 7:
- 7.6.1** the Supplier gives no warranty and makes no representations in relation to the Services;
- 7.6.2** the Supplier shall have no liability for any non-compliance with the warranty in clause 7.2, and
- 7.7** The provisions of this clause 7 set out the Client's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 7.2 or for any other error or defect in the Deliverables or defective performance of the Services.
- 8 Change Control**
- 8.1** All Changes to the Services, Deliverables, the Specification and this Agreement shall take place in accordance with the following Change Control Procedure. Either party may submit at any time a request for Change to the other party.
- 8.2** Where the Supplier originates a Change, it shall provide with the Change request, a Change Control Note.

- 8.3** Where the Client originates a proposed Change, it shall provide the Supplier with such information (as is within the Client's reasonable possession or control) which the Supplier reasonably considers is relevant to such Change or may assist the Supplier in the preparation of a Change Control Note - The Supplier will provide the Client within 14 days of receiving the request for a Change (or such other period as may be agreed between the parties) with a Change Control Note.
- 8.4** The recipient of a Change request shall act reasonably and in good faith in deciding whether to accept or decline it in its sole discretion, but in any event do so within 14 days of receipt of the Change request (or such later time as may be agreed) indicating acceptance of the change, or setting out in full its reasons for declining.
- 8.5** Where the Client and the Supplier agree to implement a Change, the costs of implementing a Change shall be paid in addition to the amounts due for providing the Services, relevant Deliverables or allocation of resources associated with the Change as set out in the Change Control Note, except where the parties (acting reasonably) agree in writing that the Change is attributable to some act or default of the Supplier, in which case the Change shall be at the Supplier's expense.
- 8.6** The parties shall have no obligations in respect of a Change Control Note unless they expressly agree to do so by them both executing the Change Control Note or otherwise agree to do so in writing.

9 Insurance

- 9.1** The Supplier must for the duration of this Agreement maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities and indemnities that may arise under this Agreement, and will provide to the Client upon request sufficient evidence of such insurance cover.
- 9.2** The Insurance shall cover its legal liability for individual claims covering £1,000,000 per claim related to professional liability and £2,000,000 per claim for public/product liability.

10 Limitation of liability

- 10.1** The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2** 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 Client is responsible for making its own arrangements to insure any excess loss.
- 10.3** References to liability in this clause 10.2 include every kind of liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 10.4** Nothing in this clause 10.2 shall limit the Client's payment obligations under the Contract.
- 10.5** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to, liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 10.6** Subject to clause 10.5 (Liabilities which cannot legally be limited), the Supplier's total liability to the Client for all direct loss or damage shall not exceed the amount of fees agreed to be paid by the Client to the Supplier in the 12 months period leading to the arising of the relevant claim of loss or damage.
- 10.7** Subject clause 10.4 (No limitation of Client's payment obligations) and clause 10.5 (Liabilities which cannot legally be limited), this clause 10.7 sets out the types of loss that are wholly excluded:
- 10.7.1 loss of profit;
 - 10.7.2 loss of revenue;
 - 10.7.3 loss of sales or business;
 - 10.7.4 indirect or consequential loss;
 - 10.7.5 loss of contract or agreements;
 - 10.7.6 loss of commercial opportunity;
 - 10.7.7 loss of anticipated savings; and/or
 - 10.7.8 harm to reputation or loss of goodwill.
- 10.8** Unless the Client 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 Client 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.
- 10.9** This clause 10 shall survive termination of the Contract.
- 11 Intellectual property**
- 11.1** For the purposes of this clause 11, "**Background IP**" shall mean means any and all Intellectual Property Rights, owned or controlled by the Supplier (**Supplier Background IP**) or licensed to the Supplier (**Third Party Licensed Background IP**) prior to or outside the Services, but required for the purposes of the Services.
- 11.2** In consideration of the Client paying the Fee to the Supplier, the Supplier agrees that all the Intellectual Property Rights in the Deliverables (apart from the Background IP) will transfer to

the Client by way of present and future assignment, in any sector and for any purpose, with effect from the date on which all invoices due to be submitted in respect of the Services have been paid.

- 11.3** In relation to the Supplier's Background IP in the Deliverables, the Supplier grants to the Client, the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, non-transferrable, royalty-free licence during the term of the Contract for the purpose of receiving and using the Services and the Deliverables. When the Client is required to obtain a third-party license to use any Third-Party Licensed Background IP, the Supplier shall promptly communicate to the Client the need for such license and the obligation to procure such license will be on the Client. The Supplier shall not be held liable for any default arising from the failure of the Client to procure a license to use such Third-Party Licenced Background IP.
- 11.4** The Client shall not sub-license, assign or otherwise transfer the rights licensed in clause 11.1 except to a group company of Client. For the purpose of this Contract, Group Company means in relation to the Client, the Client company, any subsidiary or holding company at the date of this Contract.
- 11.5** All Client Materials shall remain the property of the Client or its licensors, and the Client grants to the Supplier a non-exclusive, non-transferrable, royalty-free licence of such of the Client's Intellectual Property Rights in the Client Materials as are necessary for the Supplier to fulfil its obligations under this Agreement.
- 11.6** Subject to the foregoing, each Party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with this Agreement provided always that such skills, techniques or know-how do not infringe the other Party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other Party's Confidential Information.
- 11.7** A Party (The Indemnifier) shall indemnify and keep indemnified and hold harmless the other Party (the 'Indemnitee') from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the indemnitee as a result of or in connection with any action, demand or claim that use or possession of any of the Preliminary Research Findings, infringes the Intellectual Property Rights of any third party (IPR Claim), provided that Indemnifier shall have no such liability if the indemnitee:
- 11.7.1 does not notify the Indemnifier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 11.7.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Indemnifier (which shall not be unreasonably withheld or delayed);
- 11.7.3 does not let the Indemnifier at its request and own expense have the conduct of or settle all negotiations and litigation arising from IPR Claim; or

11.7.4 does not, at the Indemnifier's request and own expense, give the Indemnifier all reasonable assistance in the circumstances described above.

11.8 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

11.8.1 procure for the Client the right to continue receiving the benefit of the relevant Deliverables; or

11.8.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification.

11.9 The Supplier's obligations under clause 11.7 and 11.8 shall not apply to Deliverables modified or used by the Client other than in accordance with the Contract or the Supplier's instructions. The Client shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

12 Confidential Information

12.1 Subject to clause 13 and clause 19. Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement.

12.2 Each Party undertakes to:

12.2.1 disclose the other Party's Confidential Information only to those of its officers, employees, agents and contractors (including Supplier personnel) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement; and

12.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause.

12.3 Each Party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other Party's Confidential Information immediately upon becoming aware of the same.

12.4 The provisions of this clause shall not apply to information which:

12.4.1 is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;

12.4.2 is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;

12.4.3 is independently developed by the recipient, without access to or use of such Confidential Information; or

12.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant Party, where possible, notifies the other Party at the earliest opportunity before making any disclosure.

12.5 The obligations under this clause shall survive the variation, expiry or termination of this Agreement for a period of five years thereafter.

12.6 Each Party (the 'Indemnifier') shall indemnify and keep indemnified and hold harmless the other (the 'Indemnatee') from and against any losses, damages, liability, costs (including legal fees) and expenses which the Indemnatee may incur or suffer as a result of or arising from any breach by the Indemnifier of its obligations under this clause.

13 Processing of personal data

13.1 Each Party shall comply with its respective obligations, and may exercise its respective rights and remedies, under the applicable data protection laws and the Data Processing Addendum in Schedule 1.

14 Termination and Consequence of Termination

14.1 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

14.2 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 Client if the Client fails to pay any amount due under the Contract on the due date for payment or if the Client fails to comply with any material term of these terms and conditions.

14.3 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 Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment or if the Client fails to comply with any material term of these terms and conditions.

14.4 Either Party may terminate this Agreement at any time by giving notice in writing to the other Party if:

14.4.1 the other Party commits a material breach of this Agreement and such breach is not remediable; and/or

14.4.2 the other Party commits a material breach of this Agreement which is not remedied within 14 days of receiving written notice of such breach;

14.5 On termination or expiry of the Contract, the Client 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 Client in accordance with clause 4.3.

- 14.6** Notwithstanding the provision of clause 14.5, unless when termination is due to the Supplier's material breach in clause 14.4, any termination shall attract the full payment of the entire sum due under the Contract; and
- 14.7** Without prejudice to any additional obligations under Schedule 1, each Party shall, within 10 Business Days, return any materials of the other Party then in its possession or control.
- 14.8** Termination or expiry of the Contract shall not affect the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected;
- 14.9** Any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

15 Notices

- 15.1** 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 Client.
- 15.2** Any notice or communication shall be deemed to have been received 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.
- 15.3** This clause 15 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.

16 Dispute resolution process

- 16.1** Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 16.
- 16.2** The Dispute Resolution Process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute.
- 16.3** The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 16.3.1** Within seven days of service of the notice, the Representatives of the parties shall meet to discuss the dispute and attempt to resolve it.
- 16.3.2** If the dispute has not been resolved within seven days of the first meeting of the Representatives, then the matter shall be referred to the managing directors (or persons of equivalent seniority). The managing directors of the Parties (or equivalent) will meet within seven days to discuss the dispute and attempt to resolve it.
- 16.4** The specific format for the resolution of the dispute under clause 16.3.1 and, if necessary, clause 16.3.2 will be left to the reasonable discretion of the Parties, but may include the preparation and submission of statements of fact or of position.

16.5 If the dispute has not been resolved within 14 days of the first meeting of the managing directors (or equivalent) under clause 16.3.2, then the matter shall be referred to the courts in accordance with clause 17.

17 Governing law and jurisdiction

This Agreement is governed by the laws of England and Wales. All disputes under this Agreement not otherwise resolved by the Parties in accordance with the process set out in clause 16 (Dispute resolution) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18 Force majeure

18.1 In this clause, **Force Majeure** means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

18.2 A Party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

18.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

18.2.2 uses reasonable endeavours to minimise the effects of that event.

18.3 If, due to Force Majeure, a Party:

18.3.1 is or is likely to be unable to perform a material obligation; or

18.3.2 is or is likely to be delayed in or prevented from performing its obligations for a total in any 12 months of operation of this Agreement of more than 45 Business Days,

18.4 the other Party may terminate this Agreement on not less than four weeks' written notice.

19 Marketing and promotion

19.1 The Client hereby grants the Supplier a non-exclusive, non-transferable right to use the Client's trade name, trademarks, a description of the services and refer to the Client as a service recipient in the Client's listings and other marketing documentation and activities relating to the Services ("**Granted Marketing Materials**"), provided that such use is in accordance with this Clause 19, good business practice and in a manner to promote the reputation, goodwill and legitimate interest of both Parties.

19.2 The Client shall remain the exclusive owner of the Granted Marketing Materials which may be used by the Supplier hereunder. The Supplier may only use such Granted Marketing Materials in accordance with the restrictions and limitations set forth in this Clause 19. Neither this Agreement nor the Supplier's use of such Granted Marketing Materials shall convey to the Supplier any right or title to said Granted Marketing Materials or affect in any way the

exclusive ownership of the Client of said Granted Marketing Materials and of any registrations thereof. To this effect, the Supplier shall:

- 19.2.1 only use the Granted Marketing Materials in relation to the Marketing and Promotion of its' Services and showing its success rate;
- 19.2.2 not use the Granted Marketing Materials in any way that it knowingly knows is detrimental to the interests of the Client; and
- 19.2.3 not represent or act as agent for Client and shall have no authority to act in the name of, or on behalf of, or enter into any agreement or other commitment on behalf of the Client, or give any condition or warranty or make any representation on the Client's behalf.

20 Variation

- 20.1** No variation of the Proposal shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20.2** The Supplier reserves the right to amend or vary these Terms at any time, and the Supplier undertakes to inform the Client in writing not less than 60 days prior to any change taking effect. Upon expiry of such period, the Client 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.
- 20.3** The Supplier may, in its absolute discretion, waive or delay the implementation of any proposed amendment or variation if the Client 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.
- 20.4** A copy of these Terms and any variations thereto from time to time in force will be sent to the Client in hard copy form, upon written request. However, these Terms and any future variations thereto may be published on the Comnexa website at <https://www.comnexa.co.uk/terms-of-business>.
- 20.5** The Supplier and the Client, as the case may be, may at any time in writing mutually agree to vary these Terms or the Proposal.

21 Conflict within contract

- 21.1** In the event of any conflict or inconsistency between different parts of the Contract, the following descending order of priority applies:
 - 21.1.1 these Conditions and it's Schedule;
 - 21.1.2 the Proposal

21.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them. Nothing in this clause shall limit or exclude any liability for fraud.

22 General

22.1 Subject to clause 22.8, 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.

22.2 Each Party recognises that any breach or threatened breach of this Contract may cause the other Party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to it, either Party acknowledges and agrees that the other Company is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages

22.3 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

22.4 No failure or delay by a Party in exercising any right, power or privilege under this Contract will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

22.5 The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

22.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

22.7 Each Party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither Party shall be liable for any breach of this clause to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other Party (or its employees, agents and representatives).

- 22.8** The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Supplier. The Supplier Personnel shall at all times remain the employees or subcontractors of the Supplier (or of the Supplier's sub-contractor(s)) and shall remain under the overall control of the Supplier. The Supplier and the Client acknowledge and agree that the Supplier Personnel are not employees of the Client, nor shall anything in this Agreement deem them employees of the Client.
- 22.9 The Client agrees that, without the Supplier's prior written consent, it will not, during the term of the Contract and for 6 months after its termination, solicit, entice, or seek to employ or engage any employee, contractor, or agent of the Supplier with whom the Client had material dealings in the 12 months before termination. If the Client does employ or engage such an individual in breach of this restriction, it must pay the Supplier a fee equal to 30% of that individual's annual remuneration at the time they left the Supplier, or, for contractors providing Services to the Client on behalf of the Supplier, 30% of the fees paid to them by the Supplier in the previous 12 months. This sum is agreed by the parties to be a genuine pre-estimate of the Supplier's recruitment and training costs, and not a penalty. This restriction does not apply where the individual is hired in response to a general, non-targeted advertisement.

SCHEDULE ONE
Data Processing Addendum

This Data Processing Addendum (DPA or Addendum) forms part of the Contract, or other written agreement entered into between the Parties and incorporates all of the definitions in the Contract. It governs the Processing of Protected Data by the Supplier in providing the Services under the Contract. This DPA is effective at the same time the Contract becomes effective.

1. Definitions

1.1 In this Schedule:

1.1.1 applicable law means applicable law of England and Wales;

1.1.2 Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process, processed** and **processes** shall be construed accordingly);

1.1.3 Data Protection Laws means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018
- (c) The Data Protection (Jersey) Law 2018
- (d) any laws which implement or supplement any such laws; and
- (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

1.1.4 GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

1.1.5 Protected Data means Personal Data received from or on behalf of the Client in connection with the performance of the Supplier's obligations under this Agreement; and

1.1.6 Sub-Processor means any Processor engaged by The Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Client.

Compliance with Data Protection Laws

1.2 The parties agree that the Client is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Addendum. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of this Addendum) shall at all times be in accordance with all Data Protection Laws. Nothing in this Addendum or the Contract relieves the Client of any responsibilities or liabilities under any Data Protection Laws.

- 1.3** The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Addendum.
- 1.4** The Client shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this Addendum.

Instructions

- 1.5** The parties agree:
- 1.5.1** The Supplier shall only process (and shall ensure the Supplier Personnel only process) the Protected Data in accordance with the schedule and this Addendum (including with regard to any transfer to which clause 1.13 relates), except to the extent:
- (a) that alternative processing instructions are agreed between the parties in writing; or
 - (b) otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 1.5.2** without prejudice to clause 1.2, if the Supplier believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the Parties have agreed appropriate amended instructions which are not infringing. The Charges payable to the Supplier shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this clause 1.5.2.

Security

- 1.6** The Supplier shall implement and maintain the technical and organisational measures set out in Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

Sub-processing and personnel

- 1.7** The Supplier shall:
- 1.7.1** not permit any processing of Protected Data by any Sub-Processor without the authorisation of the Client;
- 1.7.2** prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, ensure such Sub-Processor is appointed under a binding written contract containing materially the same obligations as under this clause 1 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure such Sub-Processor complies with all such obligations;
- 1.7.3** remain fully liable to the Client under this Addendum for all the acts and omissions of each Sub-Processor as if they were its own; and

1.7.4 ensure that all-natural persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

1.8 The Client authorises the appointment of the Sub-Processors listed below:

Sub-Processor
Microsoft of Thames Valley Park Reading RG6 1WG
SFDC Ireland Ltd of Salesforce Tower Dublin North Dock Dublin 1 D01 W2Y3 Ireland

1.9 The Client shall reply to any communication from The Supplier requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 1.8.1 promptly and in any event within 10 Business Days of request from time to time. The Client shall not unreasonably withhold, delay or condition any such authorisation.

Assistance

1.10 The Supplier shall (at the Client's cost and expense):

1.10.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to The Supplier; and

1.10.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.

1.11 The Supplier shall at the Client's cost and expense promptly refer to the Client all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by applicable law.

International transfers

1.12 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client except where required by applicable law (in which case the provisions of clause 1.5.1 shall apply).

Audits and processing

1.13 The Supplier shall, in accordance with Data Protection Laws, make available to the Client on request such information that is in its possession or control as is necessary to demonstrate The Supplier's compliance with the obligations placed on it under this clause 1 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request

in any 12 month period under this clause 1.14). The Supplier shall, however, be entitled to withhold *information where it is commercially sensitive or confidential to it or its other Clients*.

Breach

- 1.14** The Supplier shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

Deletion/return and survival

- 1.15** On the end of the provision of the Services relating to the processing of Protected Data (the **Processing End Date**), at the Client's cost and expense and the Client's option, The Supplier shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires The Supplier to store such Protected Data. To the extent the Client has not notified The Supplier within two weeks of the Processing End Date that it requires the return of any Protected Data. The Supplier is irrevocably authorised to securely dispose of the Protected Data at the Client's cost and expense.

- 1.16** On request from the Client, the Supplier shall confirm in writing whether or not it has complied with its obligations to dispose of the Protected Data under clause 1.16.

- 1.17** This clause 1 shall survive termination or expiry of this Addendum or the Contract:

1.17.1 indefinitely in the case of clauses 1.4, 1.16 and 1.17; and

1.17.2 in the case of all other provisions of this clause 1, until the later of:

- (a) the termination or expiry of this Addendum; or
- (b) return or secure deletion or disposal of the last of the Protected Data in The Supplier's (or any of its Sub-Processor's) possession or control in accordance with this Addendum.

Part A

Data processing details

Processing of the Protected Data by the Supplier under this Addendum or the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part A.

Subject-matter of processing:

The Subject Matter of Processing is the Personal Data to allow the provision of the Supplier Services as stated in the Contract to the Client

Duration of the processing:

The duration of the processing is the duration of the provision of the Services under the Contract and until disposal of the Personal Data in accordance with this Addendum.

Nature and purpose of the processing:

The Processing of Personal Data on behalf of the Client shall mainly pertain to the provision of the Supplier's Services to the Client as requested by the Client.

Type of Personal Data:

The Supplier will process the following Personal Data

- a. Incoming and outgoing phone numbers (made to or by the Data Subjects) from Sim Cards, The Supplier Equipment and Equipment provided under the Contract;
- b. Duration of calls and country of origin of calls made to and from the Sim Cards, The Supplier Equipment and Equipment provided under the Agreement.

Categories of Data Subjects:

The Client's client or employee's data (as applicable).

Specific processing instructions:

The Supplier's processing of Personal Data on the Client's behalf may commence when the Services commence. The Client hereby instructs the Supplier to process the Personal Data to perform its' Services to the Client.

Part B**Technical and organisational security measures**

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- a. Use secure databases for storage;
- b. Prevent unauthorised access to Processing systems;
- c. Prevent Processing systems from being used without authorization by requiring strong passwords, two-steps login, change management, and access logging;
- d. Limit access rights and privileges to only persons entitled to access the Processing system and gain access to the Personal Data as they are entitled and ensure Personal Data cannot be read, copied, modified, or deleted without authorization;
- e. Safely delete Protected Data after its use is no longer needed;
- f. Encrypt all data transmitted, communicated, or stored ensuring that Protected Data that may be included in such data cannot be read, copied, modified, or deleted without authorization;
- g. Ensure that Protected Data is Processed solely in accordance with the Purpose; and
- h. Perform back-ups on a regular basis to ensure that Personal Data is protected against accidental destruction or loss.