

Prosure360 Service Provider Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in these Conditions:

Affiliate	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;
Authorised Users	your employees, agents and independent contractors who are authorised by you to use the Services and the Documentation, as further described in clause 8.2.3;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Client	a person with access to Prosure360 who is interested in procuring services from you;
Commencement Date	has the meaning given to it in clause 3.4;
Conditions	these terms and conditions as amended from time to time in accordance with clause 25.7;
Contract	the contract between you and Prosure including the order by you and the supply of the Services by Prosure;
Documentation	the document made available to you by Prosure online via www.prosure360.co.uk or such other web address notified by Prosure to you from time to time which sets out a description of the Services and the user instructions for the Services;
Fees	the Fees payable for the Paid Services;
Heightened Cybersecurity Requirements	any laws, regulations, codes, guidance (from regulatory and advisory bodies whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either you or an Authorised User (but not Prosure) relating to security of network and information

systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018);

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade 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 preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;

Normal Business Hours

09:00 to 17:30 local UK time, each Business Day;

Red Flag Alert

the cloud based platform which derives detailed information on every UK registered company and is provided by Red Flag Alert LLP (registered company number OC305915);

Paid Services

has the meaning given to it in clause 15.2;

Prosure

William Martin Compliance Limited registered with company number 05277497 whose registered office is c/o Marlow PLC, 20 Grosvenor Place, London SW1X 7HN;

Prosure360

the Prosure 360 platform designed to give businesses full visibility over the service providers they work with and to provide you with the Verification Services as made available to you via www.prosure360.co.uk (or such other website as notified to you by Prosure from time to time);

Prosure360 Services	means the free to use software-as-a-service platform provided by Prosure to you under the Contract via www.prosure360.co.uk (or any other website notified to you by Prosure from time to time) to access Prosure360, as more particularly described in the Documentation;
Prosure360 Terms of Use	Prosure’s terms of use (as updated from time to time) which governs the use of the Prosure360;
Privacy Policy	Prosure’s privacy policy made available to you via www.prosure360.co.uk/privacy_policy (or such other website as notified to you by Prosure from time to time);
Services	means: <ul style="list-style-type: none"> (i) the Prosure360 Services; (ii) the Verification Services;
Software	the online software applications provided by Prosure as part of the Services;
Stripe	the online payment services provided by Stripe Payments UK Ltd (company registration number 08480771);
Supply Chain	the process of being linked with a Client to have the option of providing services to that Client;
Term	has the meaning given to it in clause 4.1;
Validity Period	has the meaning given to it in clause 4.2;
Verification Assessment	the assessment carried out by Prosure on you as part of the Verification Services in order to assess whether to award you with the status of a Verified Service Provider;
Verified Service Provider	a service provider who has completed the requisite Verification Assessment and has been awarded Verification Status;

Verified Service Provider Stickers	the badges awarded to you in respect of your status as a Verified Service Provider (as an electronic copy or in sticker form);
Verification Services	the online training and verification services provided to you by Prosure in respect of you becoming a Verified Service Provider;
Verification Status	a service provider who has completed the Verification Assessment in relation to: (i) Prosure360 Deem to Satisfy (SSIP); (ii) Prosure360 Verified (SSIP); and/or (iii) Prosure360 Verified (ESG) awarded to service providers by Prosure, in each case as more particularly described on Prosure360
Virus	any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability and the term Vulnerabilities shall be construed accordingly;
Your Data	the data inputted by you, Authorised Users, or Prosure on your behalf for the purpose of using the Services or facilitating your use of the Services (including the information provided in accordance with clause 6.3, clause 6.5 and if applicable, your status as a Verified Service Provider).

1.2 Clause headings shall not affect the interpretation of the Contract.

- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.6 Any phrase introduced by 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 preceding those terms.
- 1.7 In these Conditions, **termination** shall mean **termination** or **expiry** as appropriate.
- 1.8 A reference to **writing** or **written** includes email but not fax.

2. **OUR CONTRACT WITH YOU**

- 2.1 These Conditions apply to the Contract and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any demos, descriptive matter or advertising issued by Prosure are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.
- 2.3 The Services are designed for use by businesses, not consumers. You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and are not dealing with Prosure as a consumer.
- 2.4 These Conditions and the Contract are made only in the English language.
- 2.5 You should print a copy of these Conditions or save them to your computer for future reference.

3. **PLACING AN ORDER AND ITS ACCEPTANCE**

- 3.1 To sign up for the Services, follow the onscreen prompts. You may only submit an order using the method set out on the Prosure360. Each order is an offer by you to buy the Services subject to these Conditions.

- 3.2 Prosure's order process allows you to check and amend any errors before submitting your order to Prosure. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 After you place your order, you will receive an email from Prosure acknowledging that Prosure has received it but please note that this does not mean that your order has been accepted. Prosure's acceptance of your order will take place as described in clause 3.4.
- 3.4 Prosure's acceptance of your order takes place when Prosure sends an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and Prosure will come into existence.
- 3.5 The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.6 If Prosure is unable to supply you with the Services for any reason, Prosure will inform you of this by email and Prosure will not process your order. If you have already paid for the Services, Prosure will provide you with a refund.

4. **TERM**

- 4.1 The term of the Contract shall commence on the date you sign up for the Prosure360 Services and shall continue unless terminated earlier in accordance with clause 23 (**Term**).
- 4.2 If and to the extent that you purchase Verification Services and have completed the Verification Assessment(s) in accordance with the Contract, the period of validity as to your status as a Verified Service Provider will be as set out on Prosure360 (**Validity Period**).
- 4.3 The Validity Period shall commence on the date that Prosure confirms your status as a Verified Service Provider and shall, unless terminated earlier in accordance with these Conditions, continue until the expiry of the Validity Period.

5. **SERVICES**

- 5.1 Prosure shall, during the Term provide the Prosure360 Services and, if applicable, the Verification Services on and subject to these Conditions.
- 5.2 It is acknowledged and agreed that the Prosure360 Services are used to access and purchase the Verification Services.
- 5.3 The Order Confirmation will confirm the Services to be provided.
- 5.4 Prosure undertakes that the Services will be performed with reasonable skill and care.

6. **PROSURE360 SERVICES**

6.1 Prosure shall use commercially reasonable endeavours to make the Prosure360 Services available 24 hours a day, seven days a week, except for:

6.1.1 planned maintenance performed outside of Normal Business Hours; and

6.1.2 unscheduled maintenance performed outside Normal Business Hours, provided that Prosure has used reasonable endeavours to give you at least six Normal Business Hours' notice in advance.

6.2 Prosure undertakes that the Prosure360 Services will be performed substantially in accordance with the Documentation.

6.3 As part of the sign-up process for the Prosure360 Services, you will be asked to provide full details as to:

6.3.1 your company (including your company number and contact details);

6.3.2 the number of employees you have;

6.3.3 the services you provide;

6.3.4 the area where you provide services; and

6.3.5 such other information as Prosure may reasonably require to provide the Prosure360 Services.

6.4 Following the provision of the information in clause 6.3, you will be entered into the service provider database on Prosure360 and you will be visible to Clients.

6.5 If a Client wishes to procure services from you, you may be invited to join a Supply Chain with that Client and you may be asked for further information by that Client. If you wish to join that Supply Chain, you will pay the Fees in accordance with clause 15.

6.6 If the Client wishes to procure services from you, you will enter into a contract directly with the Client outside of Prosure360.

6.7 It is acknowledged and agreed that:

6.7.1 any contract for the provision of services will be on the terms and conditions agreed between you and the Client; and

6.7.2 all payments due from the Client in respect of the services will be paid by the Client directly to you and not through Prosure360.

7. VERIFICATION SERVICES

- 7.1 To order the Verification Services, you must follow the process set out in clause 3.1 to clause 3.4 (inclusive).
- 7.2 Following submission of an order for Verification Services on Prosure360, Prosure will carry out a Verification Assessment to determine whether to award you Verification Status which will involve Prosure raising a series of questions and requests for information.
- 7.3 In order to assist with achieving Verification Status, Prosure may, at its absolute discretion, provide you with training services and such other assistance through Prosure360 as is reasonably required in order for you to pass the Verification Assessment.
- 7.4 If you are approved as a Verified Service Provider, you will be listed as a Verified Service Provider on Prosure360 and Clients will be able to access your Verification Status.
- 7.5 Subject to you complying with these Conditions, your status as a Verified Service Provider will last for the Validity Period.
- 7.6 You shall promptly notify Prosure of any information that may impact your status as a Verified Service Provider including:
- 7.6.1 any change to the information provided by you or your Authorised Users as part of answering any questions raised by Prosure in respect of any Verification Assessment;
 - 7.6.2 details of any enforcement action and/or complaints against you, including statutory notices, informal written notices and prosecutions;
 - 7.6.3 any civil action brought against you or threatened to be brought which is associated with health and safety incidents;
 - 7.6.4 major accidents;
 - 7.6.5 changes to insurance policies including increases in excess, premium, withdrawals, cancellations or avoidance;
 - 7.6.6 any changes to your financial standing including where the events set out in clause 23.1.3 to clause 23.1.6 (inclusive) apply or are likely to apply; and/or
 - 7.6.7 any act or occurrence or information which you, acting reasonably, believes may impact your status as a Verified Service Provider.

- 7.7 Prosure reserves the right to modify, adjust, suspend or terminate your status as a Verified Service Provider at any time. If following such modification, adjustment, suspension or termination further Verification Assessments are required, Prosure reserves the right to charge a further fee for such additional Verification Assessments.
- 7.8 Your Verification Status is at the sole discretion of Prosure and Prosure's discretion includes the right to take any of the following actions:
- 7.8.1 refuse to upload your details and/or the services you offer on Prosure360;
 - 7.8.2 remove you and/or your Verification Status from Prosure360;
 - 7.8.3 limit the number of services you purport to provide on Prosure360; and/or
 - 7.8.4 close Prosure360,
- and Prosure shall not be under any obligation to inform you of its reasons to take any of the actions set out above.
- 7.9 Prosure reserves the right to deem that you have failed a Verification Assessment. For example, as a result of dishonest responses provided by you and/or delayed responses by you to questions raised by Prosure.

8. **AUTHORISED USERS**

- 8.1 Subject to these Conditions, Prosure hereby grants to you a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for your internal business operations.
- 8.2 In relation to the Authorised Users, you undertake that:
- 8.2.1 the maximum number of Authorised Users that you authorise to access and use the Services and the Documentation shall not exceed the number of Authorised Users as set out in the Order Confirmation;
 - 8.2.2 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential and not allow any other person to use their log in details;
 - 8.2.3 you shall maintain a written, up to date list of current Authorised Users and provide such list to Prosure within five Business Days of Prosure's written request at any time or times;

- 8.2.4 you shall permit Prosure or Prosure's designated auditor to audit the Services in order to establish the name and password of each Authorised User and Prosure's data processing facilities to audit compliance with the Contract and each such audit may be conducted no more than once per quarter, at Prosure's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business; and
- 8.2.5 if any of the audits referred to in clause 8.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Prosure's other rights, you will promptly disable such passwords and Prosure shall not issue any new passwords to any such individual.
- 8.3 You will not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:
- 8.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 8.3.2 facilitates illegal activity;
- 8.3.3 depicts sexually explicit images;
- 8.3.4 promotes unlawful violence;
- 8.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 8.3.6 is otherwise illegal or causes damage or injury to any person or property,
- and Prosure reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause 8.
- 8.4 You will not:
- 8.4.1 except as may be allowed by any applicable law which is incapable of exclusion by contract between the parties and except to the extent expressly permitted under the Contract:
- 8.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

- 8.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 8.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 8.4.3 use the Services and/or Documentation to provide services to third parties (excluding Clients);
 - 8.4.4 subject to clause 25.2, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; and/or
 - 8.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 8.
- 8.5 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, you will promptly notify Prosure.
- 8.6 The rights provided under this clause 8 are granted to you only and shall not be considered granted to any of your subsidiaries or holding companies.
9. **MEMBERSHIP BENEFITS**
- 9.1 As a Verified Service Provider, you may be entitled to receive certain benefits from third party providers (including training) which may be displayed on Prosure360 from time to time (**Membership Benefits**).
- 9.2 You will only be entitled to access the Membership Benefits for the applicable Validity Period.
10. **YOUR DATA**
- 10.1 You will own all right, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.
- 10.2 Prosure shall follow its archiving procedures for Your Data as set out in its back-up policy as may be notified to you from time to time. In the event of any loss or damage to Your Data, your sole and exclusive remedy against Prosure shall be for Prosure to

use reasonable endeavours to restore Your Data that is lost or damaged from the latest back-up of Your Data maintained by Prosure in accordance with the archiving procedure described in its back-up policy. Prosure shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by Prosure to perform services related to maintenance and back-up of Your Data for which it shall remain fully liable).

10.3 You acknowledge and agree that:

10.3.1 Prosure may upload details of the services you provide and/or whether you are a Verified Service Provider to Prosure360;

10.3.2 your status as a Verified Service Provider will be accessible by Clients and other users of the Prosure360;

10.3.3 Prosure may anonymise Your Data and provide such information to its Affiliates for the purpose of the Affiliates' service offerings; and

10.3.4 Prosure may upload information to Prosure360 regarding your business that its Affiliates have derived or obtained as a result of the Affiliates' service offerings.

11. **DATA PROTECTION**

11.1 Prosure will process your personal data and the Authorised Users' personal data in accordance with the Privacy Policy.

12. **THIRD PARTY PROVIDERS**

12.1 You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase and/or sell products and services from, third parties via third party websites and that you do so solely at your own risk.

12.2 Prosure makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by you, with any such third party.

12.3 Any contract entered into and any transaction completed via any third party website is between you and the relevant third party, and not Prosure. Prosure recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Prosure does not endorse or approve any third party website nor the content of any of the third party website made available via the Services.

12.4 For the avoidance of doubt, references to third parties in this clause 12 shall be deemed to include Clients and any third parties whose details are listed in the Membership Benefits section of Prosure360.

13. **PROSURE'S OBLIGATIONS**

13.1 The undertaking at clause 5.4 and, in the case of the Prosure360 Services the undertaking at clause 6.2 shall not apply if and to the extent that any non-conformance is caused by use of the Services contrary to Prosure's instructions, or modification or alteration of the Services by any party other than Prosure or Prosure's duly authorised contractors or agents. If the Services do not conform to the foregoing undertakings, Prosure will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertakings set out in clause 5.4 and/or clause 6.2.

13.2 Notwithstanding the foregoing, Prosure:

13.2.1 does not warrant that your use of the Prosure360 Services will be uninterrupted or error-free;

13.2.2 does not warrant that that the services and/or the information obtained by you through the Services will meet your requirements;

13.2.3 does not warrant that the Software and/or the Prosure360 Services will be free from Vulnerabilities or Viruses;

13.2.4 does not warrant that the Software, Documentation and/or Prosure360 Services will comply with any Heightened Cybersecurity Requirements; and

13.2.5 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

14. **YOUR OBLIGATIONS**

14.1 You will:

14.1.1 provide Prosure with:

14.1.1.1 all necessary co-operation in relation to the Contract;

14.1.1.2 all necessary access to such information as may be required by Prosure,

in order to provide the Services, including Your Data, security access information and configuration services;

14.1.2 ensure that the terms of your order are complete and accurate;

14.1.3 without affecting your other obligations under the Contract, comply with all applicable laws and regulations with respect to your activities under the Contract;

14.1.4 carry out all of your other responsibilities set out in the Contract in a timely and efficient manner and in the event of any delays in your provision of such assistance as agreed by the parties, Prosure may adjust any agreed timetable or delivery schedule as reasonably necessary;

14.1.5 ensure that the Authorised Users use the Prosure360 Services and the Documentation in accordance with these Conditions and the Prosure360 Terms of Use and shall be responsible for any Authorised User's breach of the Contract and/or the Prosure360 Terms of Use;

14.1.6 obtain and maintain all necessary licences, consents, and permissions necessary for Prosure, its contractors and agents to perform their obligations under the Contract, including the Services;

14.1.7 ensure that your network and systems comply with the relevant specifications provided by Prosure from time to time; and

14.1.8 be, if and to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to Prosure's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

15. CHARGES AND PAYMENT

15.1 It is acknowledged and agreed that the Prosure360 Services are provided free of charge.

15.2 The Fees for the Verification Services and/or for you to join a Supply Chain (together, **Paid Services**) are as set out on Prosure360 (as updated from time to time) or as otherwise confirmed by Prosure in writing.

- 15.3 You acknowledge that you may be charged an additional fee to join a Supply Chain as part of the Paid Services by Prosure or the Client. In respect of any amounts due to the Client, these amounts will be paid to the Client by Prosure.
- 15.4 Prosure takes reasonable care to ensure that the prices stated for the Paid Services are correct at the time when the relevant information was entered into the system. However, please see clause 15.7 for what happens if Prosure discovers an error in the price of the Paid Services you ordered.
- 15.5 Prosure shall be entitled to increase the Fees in respect of the Verification Services, if any information (in particular, the number of employees you have) provided by you to Prosure on your order of the Verification Services is untrue or inaccurate (or during the Term, becomes untrue or inaccurate).
- 15.6 In respect of clause 15.5, any increase in the Fees will be payable by you on production of an invoice by Prosure which shall be payable within 30 days of the date of the invoice. Such increase will be the greater of the administration costs incurred by Prosure as a result of any information provided being untrue or inaccurate and the increase in the Fees as a result of any information provided being untrue or inaccurate in accordance with Prosure's price list for the Paid Services.
- 15.7 It is always possible that, despite Prosure's reasonable efforts, some of the Paid Services on Prosure360 may be incorrectly priced. Where the correct price for the Paid Services is less than the price stated on Prosure's site, Prosure will charge the lower amount. If the correct price for the Paid Services is higher than the price stated on Prosure360, Prosure will contact you as soon as possible to inform you of this error and Prosure will give you the option of continuing to purchase the Paid Services at the correct price or cancelling your order. Prosure will not process your order until Prosure has your instructions. If Prosure is unable to contact you using the contact details you provided during the order process, Prosure will treat the order as cancelled and notify you in writing. However, if Prosure mistakenly accepts and processes your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mispricing, Prosure may cancel supply of the Paid Services and refund you any sums you have paid.
- 15.8 You will on the Commencement Date provide to Prosure valid, up-to-date and complete credit card details and any other relevant valid, up-to-date and complete contact and billing details and you hereby authorise Prosure to bill such credit card (using Stripe or another online platform payment provider) for the Fees in advance on each occasion you submit an order for the Paid Services.
- 15.9 Prosure will send you an electronic invoice within ten days of the beginning of the month following payment.

- 15.10 For any failed or cancelled payments of the Fees, Prosure may charge you an administration fee of £20.00.
- 15.11 In respect of unpaid Fees, if Prosure has not received payment by the due date, and without prejudice to any other rights and remedies of Prosure:
- 15.11.1 Prosure may, without liability to you, disable your password, account and access to all or part of the Services and Prosure shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 15.11.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 15.12 All amounts and fees stated or referred to in the Contract:
- 15.12.1 shall be payable in pounds sterling;
- 15.12.2 are, subject to clause 22.3, non-cancellable and non-refundable; and
- 15.12.3 are exclusive of value added tax (unless expressly stated otherwise), which shall be added to Prosure's invoice(s) at the appropriate rate.

16. **INTELLECTUAL PROPERTY RIGHTS**

- 16.1 You acknowledge and agree that Prosure and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, the Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services and/or the Documentation.
- 16.2 Prosure confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

17. **MARKETING**

- 17.1 Prosure will add you to Prosure360 as soon as reasonably practicable after the Commencement Date. As part of the sign up process, you will provide Prosure with your company logo and such other information as reasonably required by Prosure in electronic format and you hereby grant Prosure a non-exclusive licence for the duration of the Term to use your name and logo on Prosure360.

- 17.2 It is acknowledged and agreed that you hereby agree to Procurement writing and issuing a press release publicising on its website, on Procurement's social media accounts, to the general media for publication and/or to disclose to Procurement's other customers that it is providing you with the Services.
- 17.3 You will provide:
- 17.3.1 reasonable contribution and co-operation in the preparation of customer testimonials, case studies and news releases highlighting the benefits of the Services which Procurement may publish on its website, share via its social media accounts, release to the media for general publication or otherwise disclose to prospective customers; and
 - 17.3.2 prospective customers of Procurement with verbal or written references if requested to do so by Procurement.
- 17.4 If and to the extent that you are a Verified Service Provider, you may request from Procurement permission to use the Verified Service Provider Stickers to display your Verification Status on letterheads, stationery, vehicles, brochures and your website.
- 17.5 If Procurement approves your request in accordance with clause 17.4, Procurement grants to you a non-exclusive and revocable licence to use the Verified Service Provider Stickers in accordance with clause 17.4 and Procurement's brand guidelines notified to you from time to time.
- 17.6 All Intellectual Property Rights in the Verified Service Provider Stickers are and shall remain the property of Procurement.
- 17.7 Any licence granted to you in accordance with clause 17.5 will terminate on termination of the Contract, the end of the applicable Validity Period or as otherwise set out in these Conditions.
- 18. CONFIDENTIALITY**
- 18.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information and all information of a confidential nature, concerning the business, affairs, other customers, clients or suppliers of the other party or of any Affiliate except as permitted by clause 18.2.
- 18.2 Each party may disclose the other party's confidential information:
- 18.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract and

each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information materially comply with this clause 17; and

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

18.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

18.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.

18.5 You acknowledge that details of the Services and the results of any performance tests of the Prosure360 Services, constitute Prosure's confidential information.

19. **INDEMNITY**

19.1 You will indemnify Prosure, and covenant to pay Prosure against an amount equal to:

19.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Prosure or any of its Affiliates does or will incur or suffer; and

19.1.2 all claims or proceedings made or brought or threatened against Prosure or any of its Affiliates by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Prosure or any of its Affiliates does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with your use of the Services.

20. **RED FLAG ALERTS**

20.1 Red Flag Alert compiles reports on limited companies or limited partnerships and may compile such a report on you during the Term (**Report**). The Report includes a risk score or rating given by Red Flag Alert on your limited company or limited partnership. The order of the scoring is as follows: gold, silver, bronze, amber, 1 red flag, 2 red flags or 3 red flags. The Report is automatically updated by Red Flag Alert on a daily basis.

20.2 Red Flag Alert's Privacy Policy is accessible via:
<https://www.redflagalert.com/privacy-policy>.

- 20.3 Where relevant, the Report will be displayed on your profile on Prosure360, which will be visible to Clients. If the information contained in the Report is not favourable, this may mean a Client decides not to use your services.
- 20.4 Where relevant, the Report will not be the only data displayed on your profile on Prosure360, it will also include information you have provided (for example, key insurance details), records of any assessments you have taken using the Verification Services and summaries of reviews by Clients (**Displayed Information**). Therefore, when a Client makes a decision about which service to use on Prosure360, the Client will have access to all of the Displayed Information and not just the Report.
- 20.5 Prosure360 may be automatically uploaded with the Report and Displayed Information using application programming interfaces. Please note that Prosure has not taken any steps to check and/or verify the accuracy of such information and all information on Prosure360 from Red Flag Alert is provided on an “as is” basis to Clients.

21. **DISCLAIMERS**

- 21.1 You acknowledge that in entering into the Contract, joining a Supply Chain and/or obtaining any Verification Status, no form of exclusivity or volume guarantee as to instructions and work from Clients has been granted to you as a result of Prosure supplying the Services to you.
- 21.2 You acknowledge that the Services are provided to you by Prosure on an “as is” basis.
- 21.3 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services have not been developed to meet your individual requirements.
- 21.4 You acknowledge and agree that Prosure:
- 21.4.1 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Prosure360 Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 21.4.2 shall not be prevented from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to the Services provided under the Contract.
- 21.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract,

whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

21.6 Prosure has the right to amend any specification for the Services at any time.

22. **LIMITATION OF LIABILITY**

22.1 Nothing in the Contract excludes the liability of Prosure for:

22.1.1 death or personal injury caused by the negligence of Prosure, its officers, employees, contractors or agents;

22.1.2 fraud or fraudulent misrepresentation; and/or

22.1.3 any other liability which cannot be limited or excluded by applicable law.

22.2 Except as expressly set out in clause 22.1, Prosure shall not be liable to you whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:

22.2.1 loss of anticipated savings;

22.2.2 loss of profits or revenue;

22.2.3 loss of sales or business;

22.2.4 loss of agreements or contracts;

22.2.5 loss of business opportunity;

22.2.6 loss of or damage to goodwill or reputation;

22.2.7 loss or corruption of data, software or information; and/or

22.2.8 any indirect or consequential loss.

22.3 If and to the extent that you have only been supplied with Prosure360 Services, except as expressly set out in clause 22.1, the total liability of Prosure, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract or any collateral contract, shall in no circumstances exceed £5,000.

22.4 If and to the extent that you have been supplied the Prosure360 Services and the Verification Services, except as expressly set out in clause 22.1, the total liability of Prosure, whether in contract, tort (including negligence) or otherwise and whether in connection with the Verification Services or any collateral contract, shall in no

circumstances exceed a sum equal to the amounts paid or payable by you under the Contract.

22.5 Prosure shall not in any circumstances be liable to you for any liability which arises out of or in connection with any contract you enter into with any Client and/or and third party listed in the Membership Benefits section of Prosure360.

22.6 For the avoidance of doubt, Prosure does not owe you, any Authorised User and/or any of your Affiliates any duty of care.

23. **TERMINATION**

23.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

23.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

23.1.2 the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

23.1.3 the other party takes any step or action in connection with regard to entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

23.1.4 the other party takes any step or action in connection with it applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986;

23.1.5 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

23.1.6 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 23.2 Without affecting any other right or remedy available to you, you may give Prosure 60 days written notice to terminate the Contract, expiring on or after the first anniversary of the date you sign up for the Prosure360 Services.
- 23.3 Without affecting any other right or remedy available to it, Prosure may terminate the Contract on giving not less than 14 days written notice to you.
- 23.4 If Prosure terminates the Contract in accordance with clause 23.2, it shall refund to you any Fees on a pro rata basis for any Validity Period paid in advance as at the date of termination.
- 23.5 Without affecting any other right or remedy available to it, Prosure may suspend or terminate your status as a Verified Service Provider if:
- 23.5.1 you fail to make any payment under the Contract as and when it falls due; and/or
 - 23.5.2 you fail to meet the requisite criteria to be a Verified Service Provider.
- 23.6 On termination of the Contract for any reason:
- 23.6.1 your status as a Verified Service Provider will cease and you will cease to describe yourself as such;
 - 23.6.2 all licences granted under the Contract shall immediately terminate and you will immediately cease all use of the Services and/or the Documentation;
 - 23.6.3 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
 - 23.6.4 Prosure may destroy or otherwise dispose of any of Your Data in its possession unless Prosure receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to you of the then most recent back-up of Your Data and in such case, Prosure shall use reasonable endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that:
 - 23.6.4.1 at that time you have paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination);
 - 23.6.4.2 you pay all reasonable expenses incurred by Prosure in returning or disposing of Your Data;

- 23.6.5 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect;
- 23.6.6 you shall immediately pay to Prosure any sums due to Prosure under the Contract; and
- 23.6.7 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

24. **FORCE MAJEURE**

24.1 **Force Majeure Event** means any circumstance not within Prosure's reasonable control including:

- 24.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 24.1.2 epidemic or pandemic (including COVID-19);
- 24.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 24.1.4 nuclear, chemical or biological contamination or sonic boom;
- 24.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- 24.1.6 collapse of buildings, fire, explosion or accident;
- 24.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 24.1.8 general unavailability of the internet;
- 24.1.9 non-performance by suppliers or subcontractors; and/or
- 24.1.10 interruption or failure of utility service.

24.2 If Prosure is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Prosure shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

24.3 The provisions of this clause 24 shall apply whether or not a Force Majeure Event was foreseeable.

25. GENERAL

25.1 Prosure may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

25.2 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without the prior written consent of Prosure.

25.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous contracts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.4 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

25.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

25.6 Nothing in the Contract shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.

25.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25.8 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 breach or default. 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 by law shall prevent or restrict the further exercise of that or any other right or remedy.

25.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 25.9 shall not affect the validity and enforceability of the rest of the Contract.

- 25.10 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 25.11 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 25.12 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 25.13 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 25.14 Notice given under the Contract shall be in writing, sent to such addresses as may be notified by the parties from time to time and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery.
- 25.15 A notice is deemed to have been received:
- 25.15.1 if delivered personally, at the time of the delivery;
 - 25.15.2 in the case of email, 09:00 the Business Day following transmission;
 - 25.15.3 in the case of airmail, five Business Days following posting; or
 - 25.15.4 in the case of prepaid first class post or recorded delivery two Business Days from the date of posting.
- 25.16 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed.
- 25.17 The provisions of clause 25.14 to clause 25.16 (inclusive) 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.

26. **GOVERNING LAW AND JURISDICTION**

- 26.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).