Terms & Conditions

1. APPLICATION OF TERMS: COMPLIANCE AND CONTRACTOR GENIES

1.1. These Terms and Conditions (“Terms”) apply to the agreement between Be-Safe Technologies Limited ("Be-Safe") and the Customer, whose details are stated in the Order Form (“the Agreement”). The Agreement comprises the Order Form, these Terms, the Service Level Guide and the Privacy Policy.

1.2. The submission of an Order Form constitutes an offer by the Customer to purchase the Services in accordance with these Terms. Each Order Form shall describe the actual Services and/or Technical Services being provided by Be-Safe. The Customer must ensure that the terms of the Order Form and description of the Services and/ or Technical Services to be provided are complete and accurate. The offer and Order Form shall be deemed to be accepted, and a legally binding contract shall be formed when Be-Safe signs the Order Form or commences provisioning of the Services, whichever is earlier. Be-Safe is under no obligation to accept an Order Form in the form submitted by the Customer or at all.

1.3. In the event of any inconsistency between these Terms, the Service Level Guide, the Privacy Policy and anything appearing on the face of the Order Form, then the Order Form shall prevail.

1.4 Each Order Form shall represent a separate Agreement. Subject to the right of Be-Safe to update and vary these Terms from time to time, these Terms shall apply to all Order Forms submitted by the Customer. If the Customer submits an Order Form following an update to these Terms, the Terms as updated shall apply to that Order Form. Unless otherwise stated on the Order Form and subject to earlier termination under clause 6 of these Terms, each Agreement entered into in relation to any Order Form shall have a minimum term of 36 months from the Go Live date as stated in the Order Form or, if no Go Live date is stated from the date the contract is formed.

2. BE-SAFE'S OBLIGATIONS

2.1. Be-Safe shall provide the Services and the Technical Services in accordance with the Agreement applicable for each Order Form.

2.2. In consideration of the Customer paying the Charges under an Order Form, Be-Safe shall also:

(a) provide the Services to the Customer from its own Platform as a competent and professional provider of technology services in accordance with the Services described in the Order Form;

(b) provide the Services with reasonable care and skill;

(c) subject to the limitations set out in the Service Level Guide, use reasonable endeavors to provide the Services to the standards set out in the Service Level Guide, and for any purpose expressly stated in the Agreement or an Order Form;

(d) in its provision of the Services and the Technical Services, provides them in accordance with all applicable legal and regulatory obligations applicable to Be-Safe. It is expressly acknowledged and agreed by the Customer in relation to how the Services are used by the Customer that it is for the Customer to ensure that it complies with all of the Customer's legal and regulatory obligations, including with applicable health and safety laws and other relevant laws, which remain the entire responsibility of the Customer.

(e) hereby grant a limited, non-exclusive, non-transferable, revocable licence, without the right to sub licence, to access the Platform and use the Services in the Territory in accordance with these Terms, solely for the Customer's internal business operations in accordance with and for the duration of the Agreement and for the number of Licensed Users stated in the Order Form;

(f) in the provision of any Technical Services, provide those in a competent, professional, and timely manner and in accordance with the Agreement; and

(g) reasonably co-operate with the Customer in all matters relating to the Services.

2.3 The Customer acknowledges and agrees that Be-Safe does not warrant that:

(a) the Customer's use of the Services will be uninterrupted or error-free;

(b) the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;

(c) the Software or the Services will be free from vulnerabilities or viruses; or

(d) the Software, Documentation or Services will comply with any heightened cybersecurity requirements.

2.4 The Customer acknowledges and agrees that Be-Safe 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 the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

2.5 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

3. CUSTOMER OBLIGATIONS

3.1. The Customer shall (and in respect of clauses 3.1(a) and 3.1(b) shall ensure that the Licensed Users shall also):

(a) only use the Services for its own internal business use and for the benefit of its health and safety compliance, and any Licensed User of the Customer shall only be authorised to use the Services for the business of the Customer and not of any third

party and only in compliance with the licence granted and set out in clause 2.1 (e) and subject to and in accordance with these Terms; and

(b) comply with all applicable legal and regulatory obligations with respect to the Customer's activities under this Agreement, including compliance with applicable laws, whether health and safety or otherwise, which remain the entire responsibility of the Customer;

(c) ensure that the Customer's network and systems comply with the relevant specifications required to access the Platform as advised by Be-Safe from time to time and the Customer acknowledges that Be-Safe is not responsible for the availability of any telecommunications services or lines or mobile and cellular connectivity ("Technical Configurations") or any other matter which it does not provide to the Customer to facilitate that access, and the Customer shall ensure that it maintains the Technical Configurations to ensure it can access and maintain access to the Services for the Term;

(d) make payment of the Charges as provided for in the Order Form;

(e) only allow the number of Licensed Users to access the Platform and use the Services as is stated in the Order Form and remain responsible and be liable for the use made by the Licensed Users hereunder and for such purposes ensure that a password used by a Licensed User is personal to that Licensed User and not shared with any other person for use by that person as though they are the Licensed User;

(f) report any issue with the Services as soon as reasonably practicable to Be-Safe to enable Be-Safe to assess that issue and remediate it to the extent it is the responsibility of Be-Safe; and

acknowledge that the functionality, features and limitations of the Services the Customer subscribes for shall be limited to those as described in the Order Form, depending on the Pricing Package, the Service Level Guide and any further documentation describing the Services provided by Be-Safe to the Customer and that to enjoy further features or functionality or to add additional Licensed Users, the Customer must agree this in writing with Be-Safe, in consideration of an upward adjustment in the Charges and a change to the Pricing Package described in the Order Form so that such additional features and functionality may be purchased.

3.2 The Customer shall not and shall ensure that the Customer's Licensed Users shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the Services and/or Documentation (as applicable) in any form or media or by any means;

(b) attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services;

(c) 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;

(d) use the Services and/or Documentation to provide services to third parties;

(e) 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 Licensed Users;

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as permitted under these Terms; or

(f) introduce or permit the introduction of any virus into the Services or Be-Safe's network and information systems.

3.3 The Customer shall indemnify Be-Safe against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation reasonable legal fees) arising out of or in connection with any breach of the Customer's obligations under clause 3.1 or clause 3.2.

3.4 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data. Subject to clause 10 hereof, the Customer hereby licences Be-Safe to use the Customer Data for:

i) the proper performance of the Services;

ii) the purposes set out in our Privacy Policy;

iii) for the purposes of developing new products and services; and

iv) all other purposes relevant to the proper exercise of Be-Safe's rights and obligations under the Agreement

4. CHARGES AND PAYMENT

4.1. In consideration of the provision of the Services and (as applicable) the Technical Services, the Customer shall pay the Charges for the Services and/or the Technical Services as set out in the Order Form. Some of those charges shall be stated as payable in advance for the Services and/or Technical Services, and some in arrears calculated by reference to usage, all as shown in the Order Form. All Charges are due and payable by the Customer to Be-Safe within 30 days of the date of the invoice unless otherwise stated in an Order Form. The Charges are stated net of Value Added Tax (or other sales tax or impost, duty or tariff) which, if lawfully due, shall be charged in addition at the applicable rate ruling on the date of Be-Safe's invoice to the Customer. Any undisputed charges not paid within the payment Terms shall attract interest at the rate of 4% over the Bank of England base rate from time to time from the date it was due to the date it is paid.

4.2 To the extent that any Charges are disputed, the Customer shall advise Be-Safe promptly and within 30 days of the date of the invoice and provide sufficient detail of the basis for the dispute, so that Be-Safe can understand the nature of it and the parties shall in good faith and acting reasonably, seek to resolve the dispute within 14 days of it being made.

4.3 Be-Safe will increase prices on the 1st of April each year by the prevailing CPI rate + 3.0%.

4.4 Notwithstanding clause 4.2, if Be-Safe has not received payment of any Charges within 30 days after the due date, and without prejudice to any other rights and remedies

of Be- Safe, Be-Safe may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's passwords account and access to all or part of the Services and Be-Safe shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid and shall be entitled to charge an additional fee for re-connecting the Customer's account and for the resumption of the delivery of the Services.

5. CANCELLATION AND AUDIT

5.1. Once an Order Form has been accepted by Be-Safe the Agreement cannot be cancelled unless terminated by the Customer or Be-Safe under clause 6 of these Terms.

5.2. Be-Safe reserves the right to audit the use by the Customer of the Services upon reasonable prior written notice to the Customer, including as to the use of them by the Licensed Users. The form of the audit shall be limited to the Customer promptly providing any data or documents reasonably requested of them by Be-Safe in writing relating to their use of the Services (including by their Licensed Users). In such circumstances, the Customer shall provide all reasonable assistance and cooperation with Be-Safe in that audit.

6. TERMINATION

6.1. Without affecting any other right or remedy available to it, a party may terminate the Agreement relating to an Order Form immediately on written notice to the other party, if the other party:

(a) commits a material breach of its obligations hereunder and, if the failure is remediable, fails to remedy it within 14 days of a notice requiring it to do so;

(b) repeatedly breaches any of the Terms of this Agreement in such a manner that its conduct is inconsistent with it having the intention or ability to give effect to and comply with the Terms of the Agreement; or

(c) becomes insolvent or bankrupt, or has a receiver, administrative receiver or administrator appointed in respect of the whole or any part of its undertaking or assets, or passes a resolution for its liquidation or winding up (other than for the purposes of a bona fide solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or enters into any voluntary arrangement with is creditors or becomes subject to an administration order, or if any comparable event occurs in any jurisdiction;

6.2. Any early termination of the Agreement relating to an Order Form does not relieve the Customer of the obligation to make payment of all charges payable for the minimum term and any minimum monthly spend which shall remain due and owing.

6.3 On or following termination Be-Safe may destroy or otherwise dispose of any of the Customer Data in its possession unless Be-Safe receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Be-Safe shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all

reasonable expenses incurred by Be-Safe in returning or disposing of the Customer Data.

6.4 All obligations and liabilities intended expressly or impliedly to survive the termination of the Agreement, including but not limited to clauses 6, 7, 8, 9, 10 and 11, will remain in full force and effect after termination.

6.5 Termination shall not affect 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 Agreement which existed at or before the date of termination.

7. LIABILITY

7.1. Neither party shall limit or exclude its liability for death or personal injury caused be negligence, fraud or for any other liability which it would be unlawful to exclude or limit liability. Subject to the foregoing, the total liability that Be-Safe shall have to the Customer under or in respect of the Agreement made in respect of any Order Form for all claims in each consecutive 12-month period commencing from the date of that Order Form shall not exceed the Charges paid or payable under the Order Form in that same consecutive 12-month period.

7.2. Nothing in this clause 7shall limit the liability of the Customer to pay the Charges validly due under this Agreement.

7.3 Subject to clause 7.1, Be-Safe shall have no liability to the Customer for any:

(a) loss of profits;

(b) loss of business;

(c) wasted expenditure;

(d) depletion of goodwill and/or similar losses,

(e) loss or corruption of data or information, or

(f) any special, indirect or consequential loss, costs, damages, charges or expenses.

8. INTELLECTUAL PROPERTY RIGHTS AND STATISTICS

Be-Safe hereby warrants that all Intellectual Property Rights in the Services and Platform are owned or licensed to Be-Safe and the Customer acknowledges that any development or enhancement of the Services and/or the Platform shall remain vested in Be-Safe including any Materials created by Be-Safe from the Platform and in the provision of the Services and Technical Services and no Intellectual Property Rights relating thereto shall be assigned to the Customer. The provision of the Services and the Platform may create anonymised performance data which Be-Safe may utilise for its own purposes to develop and improve the Services (excluding any Customer Personal Data which remains controlled by the Customer as provided under the Data Processing Protocol referred to in clause 10).

9. CONFIDENTIALITY

9.1 Subject to clause 9.3, “Confidential Information” means all confidential information (however recorded or preserved) disclosed by a party or its Representative (being an officer, employee, agent, contractor or other representative or adviser of the party) to the other party, including but not limited to:

a) any information that would be regarded as confidential by a reasonable business person relating to the business and affairs, customers, clients, suppliers of the disclosing party; and;

b) information relating to the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

9.2 The parties agree to treat the Confidential Information of the other party in strict confidence and that the recipient party shall not disclose it to any third party without the express prior written consent of the disclosing party, other than to disclose such Confidential Information to its Representatives who need to know and who understand the confidential nature of the information and agree to comply with the confidentiality obligations set out in this clause;

9.3 Confidential information shall not include any information which is in the public domain other than as a breach by the recipient party of its confidentiality obligations hereunder.

9.4 In the event that the recipient party is ordered by a court of competent jurisdiction to disclose any confidential information of the disclosing party, it shall to the extent legally permissible, notify the disclosing party of that fact and thereby allow the disclosing party to seek such protective measures as it can in order to limit the extent of any such disclosure.

9.5 The foregoing confidentiality obligations shall survive the termination or expiry of the Agreement for a period of three years.

10. DATA PROTECTION AND SECURITY

10.1 Each party shall comply with the Data Protection Act 2018, UK GDPR and EU GDPR, as appropriate (the “Data Protection Legislation”) (as amended or replaced from time to time). The parties shall also comply with the Data Processing Protocol set out on the Be-Safe website at Data Processing Protocol.

10.2 Be-Safe shall maintain the security of its Platform to the standards published by it from time to time on its website, but in doing so, in accordance with all applicable law.

11. GENERAL

11.1. The Agreement constitutes the entire agreement between the parties and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between the parties relating to the subject matter of the Agreement. Except for the express written Terms of the Agreement, the parties acknowledge and agree that in entering into the Agreement, they have not relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Agreement. Nothing in the Agreement shall affect any liability of a party for fraud or fraudulent misrepresentation.

11.2. No term of the Agreement is intended for the benefit of any third party, and none of these Terms shall be enforceable by a third party.

11.3. No failure or delay by a party in exercising or enforcing any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of such right, power or privilege.

11.4. No variation of this Agreement or any Order Form shall be effective unless it is in writing and signed by the parties.

11.5. Neither party may assign or transfer any of its rights and obligations under this agreement without the prior written consent of the other party, save that Be-Safe may assign to any Affiliate company.

11.6. The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of England and Wales over any claim or matter arising under or in connection with this Agreement or its formation.

11.7. If at any time during the Agreement, either party, is reasonably prevented from performing their obligations hereunder (the 'Affected Party'), by reasons of any present or future statute, law, regulations, order, judgment, whether legislative, executive or judicial, act of God, earthquake, fire, flood, a disease outbreak, epidemic, pandemic, explosion, casualty, lockout, strike, labour controversy (including but not limited to the threat of such), riot, war or armed conflict, threat or act of terrorism, severe illness, endemic, or for any other material reason which is beyond the reasonable control of the Affected Party, then the Affected Party's obligations hereunder shall be suspended for as long as such force majeure event occurs and such non-performance shall not be deemed to be a breach of this Agreement.

Any such non-performance by Be-Safe as a result of a matter under this clause 11.7 shall not render the Customer liable for payment for those Services not performed for the period of the force majeure affecting Be-Safe, but such non-performance shall not be deemed a breach by either party.

Notwithstanding the foregoing, if the period of delay or non-performance continues for 14 continuous days, the party not affected may terminate this agreement by giving written notice with immediate effect to the Affected Party.

11.8. Any notice to be sent by one party to the other shall be sent to the address set out on the Order Form and shall be deemed delivered within 3 days of posting if sent by first class post, or if sent by email, the day following the email being sent if the email is not returned stated as undelivered.

11.9. The Agreement with Be-Safe Technologies Ltd will automatically renew at the end of the contract period stated in the Order Form for a period equivalent to the original term unless written notice of termination has been served in advance a minimum of 60 days before the end of the contract period as set out in the Order Form.

12. DEFINITIONS AND INTERPRETATION

12.1. In the Agreement, unless the context otherwise requires:

"Affiliate" means a a company under the control of, subsidiary to, or under the common control of another company in the same group of companies as provided for under the Companies Act 2006.

"Be-Safe" means Be-Safe Technologies Ltd, registered in England with company number 11931118.

"Business Day" means 9:00 am to 5:00 pm on any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are open for the transaction of normal sterling banking business.

"Charges" means such charges as are payable by the Customer to Be-Safe in respect of the provision of the Services and/or Technical Services as set out in the Order Form or otherwise advised or agreed by Be-Safe in writing.

"Customer" means the customer named in the Order Form.

“Customer Data” means the data inputted by or on behalf of the Customer, for the purpose of using or facilitating the Customer’s use of the Services or Platform and any data generated by, or derived from the Customer’s use of the Services, whether hosted or stored within the Services, on the Platform or elsewhere.

“Documentation” the document(s) and other materials made available to the Customer by Be-Safe from time to time in any form and by any means which sets out a description of the Services and the user instructions for the Services.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, source code, database rights, topography rights, moral rights, rights in confidential information (including know- how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Form" means the written and completed Be-Safe order form in the form approved by Be-Safe submitted to Be-Safe by the Customer for the supply of Services and in the case of Technical Services includes a Technical Services Order Form.

"Licenced Users" means the employees, agents or contractors of the Customer who are authorised to access the Services under the Order Form, each licence user being an individual (as may vary from time to time in accordance with this Agreement and the Order Form).

"Materials" means any reports or other data generated by the Platform from the use of the Services (but not including the Services themselves nor any technology associated with the Platform)

"Platform" means Be-Safe's platform, through which the Customer (and its Licensed Users) shall access the Services .

"Pricing Package" means the Charges under an Order Form for a particular package of Services, having regard to the number of Licensed Users with a packaged pricing

associated with the limits on use described in that Pricing Package.

"Services" means Be-Safe's services supplied to the Customer under and as described in an Order Form, further details of which are published from time to time on the Be-Safe website.

"Service Level Guide" means the availability and support that Be-Safe will provide in the provision of the Services as set out in the service level agreement agreed by the Parties on or around the date of this Agreement.

“Software” the online software applications of Be-Safe underlying or used in the delivery of the Services or in the Platform.

“Technical Services” means [the Services described as such and set out in a Technical Services Order Form].

"Technical Services Order Form" means the written and completed Be-Safe order form in the form approved by Be-Safe for Technical Services submitted to Be-Safe by the Customer for the supply of Technical Services in order to enable the Customer to integrate with the Platform and/or any other similar or related assistance or services which Be-Safe provides to the Customer.

“Territory” means, unless otherwise stated in the Order Form, the United Kingdom.

12.2. In these Terms, references to:

(a) The "parties" or" party" are references to Be-Safe and the Customer or one of them, as applicable.

(b) A third party is a reference to a person who is not a party to the Agreement;

(c) The singular shall include the plural and vice versa;

(d) A statute, statutory instrument, regulation, order or licence refer to that statute, statutory instrument, regulation, order or licence as substituted, varied or reenacted from time to time;

12.3. The headings in these Terms are for convenience only and shall not affect the construction of these Terms.

12.4. The words "include" and "including" shall be construed without limitation.

12.5. A reference to writing or written includes fax and email.