TERMS AND CONDITIONS

L&Z provides payment services that enables the Client to set up and receive secure direct debit payments from its customers, over the internet, and other related features. These Terms and Conditions including its schedules ("**Terms**") together with the executed Order Form set out the terms on which L&Z agrees to provide the Services to the Client.

1. PROVISION OF SERVICES

1.1 The Supplier shall, in accordance with the terms and conditions of this Agreement and during the Term:

(a) promptly from the Effective Date, supply the Set-Up Services;

(b) from the Go-Live Date, provide the BAU Services; and

(c) make available the Documentation.

1.2 The Supplier will, as part of the Services and at no additional cost to the Client, provide the Client with its standard telephone customer support services during Normal Business Hours.

2. TERMS OF LICENCE

2.1 Subject to the terms and conditions of this Agreement, the Supplier hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation on an as is when available basis during the Term solely for the Client's internal business operations. The Client will not permit any third party to access the Services except its accountants or such other third-party access as is expressly agreed to in writing by the Supplier.

2.2 In relation to the Authorised Users, the Client undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of Authorised Users permitted by the Supplier from time to time;

(b) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than 3 monthly and that each Authorised User shall keep his password confidential;

(c) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times; and

(d) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and to audit compliance with this Agreement.

2.3 Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business. If any of the audits reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Client shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual.

2.4 The Client shall be responsible for any access using the Authorised User's password. The Client shall notify the Supplier without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the credentials used by it and its Authorised Users to access the Services for the purpose of initiating Collection Requests.

2.5 The Supplier may withdraw an Authorised User's access rights, including disabling any user name, password or other access credentials, at any time.

2.6 The Client shall not store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property ("**Prohibited Activities**").

2.7 The Client shall not:

(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 and/or Documentation (as applicable) in any form or media or by any means; or

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

(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; or

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

(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 Authorised Users, or

(f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.

2.8 The Client shall 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, promptly notify the Supplier.

2.9 The rights provided under this clause are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

3. SUPPLIER OBLIGATIONS

3.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and in accordance with Good Industry Practice. Time shall not be of the essence of performance.

3.2 The undertaking at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier 's duly authorised contractors or agents. If the Services do not conform to the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in this clause. Notwithstanding the foregoing, the Supplier:

(a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and

(b) 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 Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.3 This Agreement shall not prevent the Supplier 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 those provided under this Agreement.

3.4 The Supplier shall:

(a) keep records of all engagements with Payers, Collection Requests and transactions and shall promptly make such records and accounts available for inspection and/or deliver up copies of such records to the Client;

(b) comply with all Applicable Laws relating to the provision of the Services and the performance of its other obligations under this Agreement, including but not limited to: (i) the Bacs Rules (and for the avoidance of doubt, the Supplier shall be AUDDIS compliant at all time); (ii) the Payment Services Regulations 2017; and (iii) the Banking Code, and shall maintain all Authorisations required to enable it lawfully to enter into, provide the Services and perform its other obligations under this Agreement; and

(c) keep the Client informed regularly of and promptly respond to any of the Client’s requests relating to information about the provision of the Services and of all other material facts.

4. CLIENT OBLIGATIONS

4.1 The Client shall:

(a) provide the Supplier with (i) all necessary co-operation in relation to this Agreement and (ii) all necessary access to such information as may be required by the Supplier in order to provide the Services, including but not limited to Client Data, security access information and configuration services;

(b) without affecting its other obligations under this Agreement, comply with all Applicable Laws with respect to its activities under this Agreement;

(c) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(e) obtain and shall maintain all necessary Authorisations necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network

connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

5. SET UP SERVICES

5.1 The Supplier will allocate a Service User Number for the Client and will advise the Client of the SUN.

5.2 The Supplier will supply to the Client template documents including instruction forms, letters, telephone scripts, logos and online screens as required by and approved by the operators of Bacs from time to time (the **Template Documents**). The Supplier shall be responsible for ensuring that the form and contents of the Template Documents comply in all respects with the requirements under the Bacs Rules and shall update the Template Documents as required during the term of this Agreement.

5.3 The Client shall use the current form of the Template Documents without amendment at all times and shall permit the Supplier to audit its use of the Template Documents annually during the Term, or more frequently on not less than 5 Business Days' notice. The Supplier may suspend the provision of the Services if it becomes aware that the Client is not using the current form of the Template Documents.

5.4 Before the Client can collect any funds and pay out any amounts to the Client, the Client's identity (and that of individuals related to the running and/or ownership of the Client), business, Nominated Account(s) and credit standing, must be verified to the Supplier's satisfaction.

6. BAU SERVICES

6.1 The Client shall send to the Supplier an Electronic Payer Application Form in respect of each Payer. The Supplier shall add the Payer to the Services.

6.2 Unless otherwise agreed in writing the Client or its nominated agent will be responsible for issuing a Bacs welcome letter (confirmation letter) to each new Payer subscribing to the collection arrangement. In addition the Client or its nominated agent will be responsible for issuing an advanced notice letter in accordance with the Template Documents.

6.3 By submitting the Collection Request to the Supplier it is deemed to be authorised by the Client. The Supplier will process up to two Collection Requests on behalf of the Client in each Accounting Month which will not attract any additional cost. The submission of any additional Collection Requests in each Accounting Month will be subject to additional fees.

6.4 Once the Collection Request is submitted it cannot be revoked. If the Client becomes aware of any error in the Collection Request it shall inform the Supplier immediately but the Supplier cannot guarantee that it will be able to make any changes to the Collection Request. The Client warrants that to the best of its knowledge (and expressly excluding any unintentional errors or fraud) any sum submitted to the Supplier for collection from a Payer is due and owing by the Payer to the Client.

6.5 Any sums disputed between the Payer and the Client prior to collection will not be included as a sum to be collected by the Supplier until such dispute is resolved to the Payer's satisfaction. Save as may be required by law or regulation or as directed by a duly authorised regulator the Supplier will continue to collect any and all undisputed sums regardless of any dispute between the Payer and the Client.

6.6 Subject to clauses 6.7 and 6.8, the Supplier will submit all Bacs related instructions including Collection Requests and Electronic Payer Application Forms to Bacs as appropriate.

6.7 The Supplier may refuse to process a Bacs related instruction (including a Collection Request or Electronic Payer Application Form) if it has reasonable grounds to suspect the security of the Client's user credentials, or it suspects there has been unauthorised or fraudulent use of the Service. The Supplier shall notify the Client setting out the reasons for the refusal either before the scheduled transmission time or if it is unable to do so, immediately afterwards, unless providing such notification would compromise reasonable security measures or is unlawful.

6.8 The Supplier shall notify the Client at the earliest opportunity of any other refusal to initiate or execute a Collection Request and shall include the reasons for the refusal and the procedure for rectifying any factual errors that led to the refusal in such notice, provided that such notification is not unlawful.

6.9 If requested, the Client will forward copies of all invoices due between the Payer and the Client to the Supplier.

6.10 The Client shall ensure that its terms and conditions of trading in connection with providing or distributing products and services to the Payer shall not in any way conflict with or prejudice the timing and methods of the Supplier collecting payments from the Payer in accordance with this Agreement or any of the other provisions of this Agreement and in the event and to the extent that such conflict or prejudice exists the Client shall forthwith rectify and remedy the conflict or prejudice by amending such terms and conditions.

6.11 The Client shall notify the Supplier without undue delay upon becoming aware of any transaction which has been incorrectly processed or settled by the Supplier.

6.12 In the event of the Supplier becoming aware of a Failure, the Supplier shall make this information available to the Client. The Supplier shall use all reasonable endeavours to provide success and failure information on the Business Day after the intended collection date, and will provide any additional information on the following Business Day.

6.13 The Supplier will endeavour to make available information regarding Indemnity Claims received prior to 23.59 on a Business Day to the Client no later than the next Business Day.

6.14 Where the Supplier is advised of any Failures or is required to repay any sum or sums to the Payer in connection with an Indemnity Claim, these Failures and Indemnity Claims will fall immediately due for reimbursement from the Client to the Supplier to the extent that sums have been remitted to the Client. The Client expressly acknowledges that it remains responsible for any such repayments to the Payer in respect of Failures and Indemnity Claims both before and after termination of this Agreement.

6.15 The Supplier reserves the right to retain any funds held on behalf of the Client (including deposits, reserves, or other balances) at its sole discretion, for the purpose of satisfying any actual or reasonably anticipated Failures or Indemnity Claims. Retained funds will be released once, in the sole opinion of the Supplier, the underlying risk or claim has been resolved or is no longer reasonably anticipated. The Supplier may also deduct relevant sums from these funds or from future payments due to the Client, provided that prior written notice is given. Where the Supplier deems it necessary, the Client may be required to provide additional security (such as a parent company guarantee or a cash deposit) the amount and form of which shall be solely determined by the Supplier based on the assessed risk. If the Client fails to provide the requested security within 30 days of the Supplier's written request, the Supplier may terminate this Agreement by giving notice pursuant to clause 14.2 for material breach by the Client.

6.16 The Supplier shall account by means of bank transfer for the Total Sum Cleared within four (4) Business Days of receiving cleared funds, subject to clause 6.14.

6.17 At the Client's request during the term of this Agreement the Supplier will provide a copy of this Agreement and any additional information required by applicable law.

6.18 Funds held in safeguarding accounts may accrue interest, and L&Z shall retain any such interest as part of its operational arrangements.

7. CLIENT INDEMNITY

7.1 The Client shall indemnify and keep the Supplier full and effectively indemnified against all losses, damages, claims, demands, proceedings, liabilities and costs whatsoever suffered or incurred by the Supplier directly or indirectly as a result of:

(a) any breach of clause 6.104 by the Client;

(b) the Client's use of the Services and/or Documentation;

(c) any Failure or Indemnity Claim including any sums repayable to the Payer;

(d) the Client's failure to complete a bulk change migration of all active Direct Debit mandates pursuant to either clause 14.7 or 14.8 (as appropriate);

(e) any residual liability arising from Direct Debit mandates remaining under the Supplier's SUN post termination, including but not limited to payer indemnity claims; and

(f) any failure by the Client to comply with applicable laws, regulations, or scheme rules relating to the migration, management, or termination of Direct Debit mandates.

7.2 Notwithstanding the termination of this Agreement for any reason the indemnity in favour of the Supplier in this clause shall continue to apply in respect of any amounts which the Supplier may be obliged to repay in respect of any Failures and Indemnity Claims or otherwise under its obligations arising under the Bacs Rules or by law and whether during the subsistence of this Agreement or after its termination.

8. CLIENT DATA

8.1 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.

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

8.1 The Client warrants to and undertakes with L&Z that all Payers have been or will be provided with appropriate notices and information to establish and maintain for the relevant term the necessary legal grounds under any Data Protection Laws or transferring the Client Personal Data to L&Z to enable L&Z to collect and process the Client Personal Data in accordance with this Agreement.

8.2 In the course of providing the Services and of the Client using the same under this Agreement, L&Z shall act either as a controller or processor when processing Client Data which is Personal Data (**Client Personal Data**) depending on the nature of the processing activities undertaken.

8.3 When acting as a processor, L&Z shall only process Customer Personal Data for the purposes of carrying out its obligations under this Agreement and shall not process, transfer, modify, amend or alter the Customer Personal Data or disclose or permit the disclosure of the Customer Personal Data to any third party other than to the operator of Bacs or in accordance with the Customer's documented instructions unless processing is required by applicable law to which L&Z is subject, in which case L&Z shall to the extent permitted by such law inform the Customer of that legal requirement before processing that Client Personal Data.

8.4 The following provisions of this clause 8 (being from clause 8.5 to and including clause 8.14) shall apply to L&Z when acting as a processor.

8.5 The Client authorises L&Z to engage sub-processors to process Client Personal Data provided that L&Z enters into a written agreement with each sub-processor containing data protection

obligations no less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the services provided by such sub-processor and provided that L&Z shall make available to the Client the current list of sub-processors up-to-date at its website (https://www.londonandzurich.co.uk/sub-processors) and notify the Customer in advance of any new appointment. The Customer may object to L&Z's use of a new sub-processor by notifying L&Z promptly within ten (10) Business Days after receipt of L&Z's notice and shall have the right to terminate this Agreement.

8.6 L&Z shall immediately inform the Client if, in its opinion, an instruction given by the Client infringes Data Protection Legislation.

8.7 L&Z shall treat all Client Personal Data as strictly confidential and shall inform all its employees, agents, contractors and/or sub-processors engaged in processing the Client Personal Data of the confidential nature of such Client Personal Data.

8.8 L&Z shall implement appropriate technical and organisational measures to ensure a level of security of the Client Personal Data appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise processed.

8.9 L&Z shall without undue delay, and in any case within three (3) Business Days, notify the Client if it receives a request from a data subject under any Data Protection Legislation in respect of Client Personal Data, including requests by a data subject to exercise rights in chapter III of GDPR, and shall provide full details of that request.

8.10 L&Z shall co-operate as reasonably requested by the Client to enable the Client to comply with any exercise of rights by a data subject under any Data Protection Legislation in respect of Client Personal Data and to comply with any assessment, enquiry, notice or investigation under any Data Protection Legislation in respect of Client Personal Data or this Agreement.

8.11 In the case of a personal data breach affecting Client Personal Data, L&Z shall without undue delay notify the personal data breach to the Client providing the Client with sufficient information which allows the Client to meet any obligations to report a personal data breach under any Data Protection Legislation.

8.12 L&Z shall, at the Customer's request, provide reasonable assistance to the Customer with any data protection impact assessments and any consultations with any supervisory authority of the Customer as may be required in relation to the processing of Client Personal Data L&Z retains records of collections after termination of this Agreement in order to deal with Indemnity Claims and in connection with clause 7.1. To the extent that Client Personal Data is not required for this purpose, and subject to the practical limitations of the banking and Bacs system, upon request made by the Client within thirty (30) days of the earlier of: (i) cessation of processing of Client Personal Data by L&Z; or (ii) termination of the Agreement, L&Z shall return all Client Personal Data to the Client. After such thirty (30) day period, L&Z shall securely dispose of Client Personal Data and delete all copies of it (except to the extent that any applicable law requires or permits L&Z to retain a copy of such Client Personal Data) and the Client acknowledges that L&Z will have no obligation to maintain or provide such Client Personal Data.

8.13 L&Z shall make available to the Client on request all information necessary to demonstrate compliance with this Agreement and Data Protection Legislation and allow for and contribute to audits, including inspections by the Client or another auditor mandated by the Client of L&Z's premises.

8.14 L&Z shall not (permanently or temporarily) process the Client Personal Data nor permit any sub-processor to (permanently or temporarily) process the Client Personal Data in a country outside of the EEA without an adequate level of protection, unless authorised in writing by the Client in advance, save where the Client is based outside the EEA (in respect of the return of data) and/or requests an interface to return data directly to its other systems hosted outside the EEA.

9. CHARGES AND PAYMENT

9.1 The Client shall pay the Charges to L&Z as set out in the Order Form in accordance with this clause.

9.2 L&Z shall render invoices in respect of the Payer Set Up Fee, Processing Fee and any further charges in respect of additional services performed.

9.3 Unless agreed by L&Z, payment shall be made by direct debit and collected on or around the 15th day of the month in respect of invoices issued in respect of the previous Accounting Month.

9.4 If L&Z has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of L&Z:

(a) L&Z may, without liability to the Client, disable the Client's password, account, other user credentials and access to all or part of the Services and L&Z shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of Barclays Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and Charges stated or referred to in this Agreement: (a) shall be payable in pounds sterling and (b) are exclusive of value added tax, which shall be added to L&Z's invoice(s) at the appropriate rate.

9.6 The Supplier reserves the right to deduct any monies due to it from any payment due to the Client under clause 6.16.

9.7 After expiry of the Initial Term L&Z shall be entitled to increase the Charges upon 90 days' prior notice to the Client and the Order Form shall be deemed to have been amended accordingly.

9.8 Where the Charges are based on the volume or value of Collection Requests anticipated to be submitted by the Client and the Client does not achieve the required volume, L&Z shall be entitled to amend the Charges to reflect the actual volume or value of Collection Requests received in an Accounting Month and the amended Charges shall continue to apply until such time as the anticipated volume or value of Collection Requests is received.

10. PROPRIETARY RIGHTS

10.1 The Client acknowledges and agrees that L&Z and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 L&Z 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 this Agreement.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute L&Z's Confidential Information.

11.7 L&Z acknowledges that the Client Data is the Confidential Information of the Client.

11.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in this Agreement:

(a) 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 this Agreement; and

(b) the Services and the Documentation are provided to the Client on an "as is" basis.

12.2 Nothing in this Agreement excludes the liability of either Party:

(a) for death or personal injury caused by that Party's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be limited or excluded by law.

12.3 Except as otherwise provided in this Agreement, the Client expressly agrees that L&Z shall not be liable for any loss however occurring (including, but not limited to, the negligence of L&Z), arising from or related to:

(a) the Client’s failure to properly activate, integrate, secure or provide the Client’s accounts;

(b) fraudulent transactions processed through the Client's payment gateway account(s) (other than by L&Z personnel, for which L&Z shall remain responsible and fully liable to the Client);

(c) disruption of L&Z services, systems, server or website by a third party (including, without limitation, DDOS attacks, software viruses, Trojan horses, worms, time bombs, or any other technology);

(d) actions or inactions by any third party (including, without limitation, a merchant service provider, payment processor or bank);

(e) the limitation of the functioning of any L&Z services or software, hardware, or equipment associated therewith.

12.4 Subject to clauses 12.1, 12.2 and 12.3:

(a) L&Z shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b) L&Z's total aggregate liability in tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Charges paid during the 3 months immediately preceding the date on which the claim arose.

12.5 THE CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF THE ACCOUNT AND THE SUPPLY OF THE SERVICES WILL NOT CREATE ANY LIABILITY ON THE PART OF L&Z IN RESPECT OF THE SUPPLY OF GOODS OR SERVICES BY THE CLIENT TO A PAYER CUSTOMER AND THE CLIENT WILL REMAIN DIRECTLY LIABLE IN RELATION TO SUCH SUPPLY.

13. SUSPENSION

13.1 L&Z will be entitled to suspend or withdraw the Client's right to use the Services where:

(a) the Client is in breach of any of its obligations under this Agreement and has failed to remedy such breach within 5 days of being notified of the breach;

(b) the Client or any Authorised User has breached the terms of the licence set out in clause 2;

(a) the Client fails to pay to L&Z when due any sum payable to L&Z under this Agreement;

(b) the Client has used the Services carry out any Prohibited Activities;

(c) the Client suffers an Insolvency Event or L&Z reasonably suspects that the Client will do so;

(d) there has been unauthorised or fraudulent use of the Services or L&Z has reasonable grounds to believe such use or activity has occurred;

(e) while L&Z is conducting verification or similar checks on the Client, until those checks are resolved to L&Z's satisfaction; or

(f) the Supplier is required to do so by law or regulation, or it becomes illegal to provide the Services.

13.2 Where any of the factors for suspension referred to above cease to exist then, unless the Supplier exercises its rights to terminate this Agreement in light of such factors, the Supplier will, as soon as reasonably practicable, reinstate the Client's access to the Service.

14. TERM AND TERMINATION

14.1 This Agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Term (if any) and, thereafter, this Agreement shall automatically renew for an additional 12 months (each a **Renewal Term**), unless:

(a) terminated by not less than 30 days' written notice by the Client or 90 days' written notice by L&Z; or

(b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Term together with any Renewal Term shall constitute the **Term**.

14.2 Either Party may terminate this Agreement with immediate effect: (a) where the other Party suffers an Insolvency Event; or (b) by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 Business Days.

14.3 The Supplier may terminate for convenience:

(a) with immediate effect if L&Z determines, in its absolute and sole discretion, that the Client is not eligible to use the Services because of the risk presented to L&Z (including, but not limited to, indemnity claims or other financial, operational or reputational risks, or if the Client is unable to satisfy L&Z's Know-Your-Business (KYB) checks);

(b) with immediate effect, if the Client has undertaken a Prohibited Activity or L&Z has reasonable grounds to suspect Prohibited Activities have taken place; or

(c) with immediate effect, if the Client has not used the Services for a continuous period of 12 months or more.

14.4 For the purpose of this Agreement, a party suffers an "Insolvency Event" if:

(a) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

(b) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the equivalent legislation in any other applicable jurisdiction, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or the equivalent legislation in any other applicable jurisdiction, or (being a partnership) has any partner to whom any of the foregoing apply;

(c) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that other party;

(e) that party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of that party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the

whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over that party (being a company);

(h) a floating charge holder over the assets of that party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of that party or a receiver is appointed over the assets of the other party;

(j) any event occurs or proceeding is taken with respect to that party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

14.5 On termination of this Agreement, L&Z may, at its sole discretion, retain any funds it may be holding from receipts from Payers and/or any deposits until such time that it believes that it is no longer at risk from Indemnity Claims, Failures or any other monies it may be due accruing from earlier collections carried out on behalf of the Client. Provided the Client has settled all outstanding amounts and liabilities due to L&Z at the time of termination, this clause 14.5 shall not apply in circumstances where this Agreement is terminated where the Client migrates to another supplier.

14.6 On termination of this Agreement for any reason:

(a) L&Z shall cease to collect and account for any further monies due to the Client (provided that L&Z shall process any valid and outstanding Collection Requests instigated prior to termination) and shall render invoices for all Services performed in respect of the period up to such termination together with any sum due for Failures or Indemnity Claims and shall deduct the amount thereof from any monies held by L&Z on behalf of the Client prior to accounting to the Client for the balance and in the event of monies held by L&Z on behalf of the Client being insufficient for this purpose such invoices shall be payable by the Client forthwith;

(b) the Supplier may charge on a time and materials basis at its standard rates for any assistance required by the Client for the transition of services to a new provider;

(c) all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services and/or the Documentation;

(d) 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;

(e) clauses 10 (Proprietary Rights), clause 11 (Confidentiality) and clause 12 (Limitation of liability) shall continue in full force and effect; and

(f) 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 shall not be affected or prejudiced.

14.7 Where this Agreement is terminated with notice, the Client shall ensure that, prior to termination, all Direct Debit mandates are successfully migrated to the Client's new supplier through a bulk change migration process.

14.8 Where this Agreement is terminated without notice, within 30 days of termination, the Client shall ensure all Direct Debit mandates are successfully migrated to the Client's new supplier through a bulk change migration process.

14.9 In the event the Client fails to complete a full bulk change migration of all active Direct Debit mandates by the deadlines in clause 14.7 or 14.8 (as appropriate), L&Z reserves the right to charge ongoing administration fees until such time as the bulk change migration is completed.

15. FORCE MAJEURE

15.1 L&Z shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, or if there is a risk to collection, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of L&Z or any other party), failure of or disruption to Bacs or AUDDIS, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

15.2 If the event causing such delay or failure continues for in excess of 1 month this Agreement may be terminated or suspended on written notice by either party.

16. COMPLAINTS

16.1 L&Z shall deal with any complaints made by the Client in accordance with its published complaints policy, which is available at https://www.londonandzurich.co.uk/complaints-policy/. In most cases L&Z will provide a full response by email within fifteen (15) Business Days after the day the complaint is received. In exceptional circumstances where L&Z is unable to respond in full to the Client's complaint, L&Z will inform the Client of this giving L&Z's reasons for the delay and the timeframe within which the Client will receive a full reply, which in any event shall be within thirty-five (35) days of the date L&Z received the Client's complaint. If L&Z fails to resolve the Client's complaint to the Client's satisfaction the Client may, (subject to eligibility) refer its complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

17. VARIATION

17.1 Subject to clause 17.3, L&Z may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the Services and, where required to do so, L&Z will give the Client two months' prior notice of the changes. Such notice shall be given by email to the contact email set out in the Order Form. By continuing to use the Services, and unless the Client notifies L&Z otherwise before the date of any proposed change, the Client will be deemed to have accepted any such changes. If the Client objects to any change, it may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.

17.2 L&Z will not be required to provide notification in the manner set out above, where it is necessary for L&Z to amend this Agreement in order to comply with applicable law or regulation. In such event, the Client agrees that any amendment to this Agreement will be deemed incorporated into this Agreement and effective immediately.

17.3 No variation of the Order Form shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. LIABILITY WITH AFFILIATES

Where an Order Form is signed by any Affiliate of the Client, the Client and each Affiliate agree to be jointly and severally liable for the obligations of the other and any other Affiliate under any Agreement in place between the parties including for any indemnity claim, fees charges or other liabilities.

20. SEVERANCE

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. ENTIRE AGREEMENT

21.1 This Agreement and where applicable a Connected Merchant Agreement between the parties constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this Agreement 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 this Agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

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

22. ASSIGNMENT

22.1 The Client shall not, without the prior written consent of L&Z, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 Subject to clause 8.4, L&Z may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement 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, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

25.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in this Agreement or notified for such purposes.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

25.3 The address for service of L&Z is: London & Zurich Limited, 5 The Courtyard, 707 Warwick Road, Solihull, B91 3DA, email: Customer Services <customer.services@landz.co.uk>. The Client's address for service is as specified in the Order Form.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Definitions

The definitions and rules of interpretation in this clause apply in this Agreement.

Accounting Month: shall be calculated by reference to the first day to the last day of each calendar month.

Affiliates: means any entity that directly or indirectly controls, is controlled by, or is under common control with, the Client and is named in the Order Form as an "Affiliate".

Agreement: means these Terms and its schedules together with the Order Form.

AUDDIS: the automated direct debit instruction service operated at the date of this Agreement by Bacs Payment Services Limited, a subsidiary of Pay.UK for the sending of direct debit instructions electronically.

Applicable Laws means any law, statute, regulation or by-law that may apply from time to time in any jurisdiction, or any applicable judgment of a relevant court of law or legal authority which is enforceable and binding, including Data Protection Laws.

Authorisation: an authorisation, consent, approval resolution, licence, exemption, filing, notarisation or registration.

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation, as further described in clause 2.2(c).

Bacs: Bankers Automated Clearing System operated at the date of this Agreement by Bacs Payment Services Limited, a subsidiary of Pay.UK.

Bacs Rules: the Rules for Bacs Services and Schemes (as applicable) in force from time to time.

Banking Code: the United Kingdom voluntary code of banking practice subscribed to by the British Bankers' Association, the Building Societies Association and the Association for Payment Clearing Services and monitored by the Banking Code Standards Board, as such code may be amended or substituted from time to time.

BAU Services: the BAU services described in clause 6.

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

Charges: the Payer Set Up Fee, the Processing Fee and all other fees and charges set out in the Order Form.

Collection Request: a request made by the Client, in the agreed format, to the Supplier to effect the collection of any number of individual monetary sums due in any Accounting Month. A Collection Request may effect either single or multiple collections.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Controller, processor, data subject, personal data, personal data breach, processing and **appropriate technical and organisational measures**: as defined in the Data Protection Laws.

Data Protection Laws: the UK Data Protection Laws and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Direct Debit Scheme: means the service provided by the Supplier whereby payment by the Payer for products and services provided by the Client are collected by means of a Direct Debit facility operated and managed by the Supplier.

Documentation: the document made available to the Client by the Supplier online notified by the Supplier to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date set out in the Order Form.

Electronic Payer Application Form: a form required by the operators of Bacs to set up a paperless direct debit containing Payer data including the Payer's name, address, bank account and sort code. The agreed form of the Electronic Payer Application Form will be set out in the Template Documents from time to time.

Failure: any act of default by the Payer in making any payment due directly to the Client or indirectly to the Client through L&Z or any third party, agent, or intermediary or failure by the Payer to adequately and timeously complete an Electronic Payer Application Form incorporating an instruction to its bank or building society to pay direct debits or the Payer becoming insolvent as prescribed by the Insolvency Act 1986 or compounding with its creditors or passing a resolution or having proceedings commenced against it for its administration or liquidation or the appointment of a receiver, manager, administrator or administrative receiver in respect of all or any part of the Payer's assets or undertaking, or withdrawal of the Payer's consent to the collection of direct debit transactions.

Good Industry Practice means, in relation to the Services, the standards and practices which a reasonably prudent and experienced supplier of similar services would reasonably be expected to adopt.

Go-Live Date: the date the Services are first used by the Client in a live environment in respect of products and services made available to Payers.

Indemnity Claims: means a claim for reimbursement made in accordance with the Bacs Rules and submitted by the Payer to the Payer's bank or building society.

Initial Term: the period set out in the Order Form.

L&Z and **Supplier:** means London and Zurich Limited incorporated and registered in England and Wales with company number 03279428 whose registered office is at Gladstone House, Hithercroft Road, Wallingford, Oxon, OX10 9BT and who is authorised and regulated by the Financial Conduct Authority, authorisation number 712747 for the provision of payment services.

Client: the client named in the Order Form.

Client Data: the data inputted by the Client, Authorised Users, or the Supplier on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Party: means each of the Supplier and the Client**.**

Payer: the customer of the Client

Payer Amount: the fees due from the Payer to the Client.

Prohibited Activities has the meaning set out in clause 2.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: means any document identified on its face as such, by which the Client and Supplier agree the Service(s) to be provided and the Charges applicable for the supply of those Service(s) and entered into by the Parties by electronic signature.

Payer: means an individual or business Client of the Client's products or services from whom payments are to be collected.

Payer Set Up Fee: the fee as specified in the Order Form for adding a new Payer of the Client on to the Direct Debit service provided by the Supplier.

Processing Fee: fees at the rates specified in the Order Form which accrue in respect of each individual collection within a Collection Request submitted to L&Z during the Accounting Month.

Service User Number or **SUN**: the user number allocated to the Client under which the Client can submit Collection Requests and direct debit collections will be processed.

Services: the payment services provided by the Supplier to the Client under this Agreement from time to time, including the Set-up Services and the BAU Services and as more particularly described in the Documentation.

Set-up Services: means the set-up services described in clause 5.

Software: means the proprietary software applications used by the Supplier in order to provide the Services.

Template Documents: means the template documents provided to the Client in accordance with clause 5.2 as may be updated from time to time.

Term: has the meaning given in clause 14.1.

Total Sum Cleared: at any time all monies obtained from Payers net of any Failures and Indemnity Claims, and cleared through the Direct Debit Scheme but not at that time yet accounted for by L&Z to the Client.

UK Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) as enacted into UK law; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any device or thing (including any software, code, file or programme) which may; 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; 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 adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

26.3 If there is an inconsistency between the Terms and the schedules, the Terms shall prevail.

26.1 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

26.2 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. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

26.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

26.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

CONNECTED MERCHANT AGREEMENT

London & Zurich Connected Merchant Agreement

PARTIES

LONDON & ZURICH LIMITED incorporated and registered in England and Wales with company number 03279428 whose registered office is at Gladstone House, Hithercroft Road, Wallingford, Oxfordshire, England, OX10 9BT(**L&Z**).

(A) L&Z has developed certain software-backed services for the purposes of direct debit processing which it makes available to subscribers on a pay-per-use basis.

(B) The Client wishes to use L&Z's service in its business operations.

(C) L&Z has agreed to provide and the Client has agreed to take and pay for L&Z's service subject to the terms and conditions of this Agreement.

RECITALS

L&Z has developed certain software-backed services for the purposes of direct debit processing which it makes available to customers on a pay-per-use basis.

L&Z has agreed to provide and the Client has agreed to take and pay for L&Z's services in its business operations subject to the terms and conditions of the London & Zurich Terms and Conditions.

The Client shall be permitted by the Integration Partner to use certain Pre-built Integrations developed by the Integration Partner, in order to use L&Z's payment collection services through the Integration Partner System, enabling the Client to collect payments from Payers, through that Integration Partner System.

L&Z and the Client agree to govern the relationship between one another in relation to Pre-built Integration and the Integration Partner in accordance with the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Authorised Activity: (a) in the case of accessing Client Data, where a Client expressly permits the Integration Partner to undertake such activity, and (b) in the case of performing tasks and initiating activity in relation the Services and Client Data, including but not limited to initiating Collection Requests, refunds and other Bacs related instructions, where the Client itself engages, from within the Integration Partner System, in a positive action that prompts the Pre-built Integration to cause the Integration Partner to initiate any such tasks and activity on the Client's behalf.

Client Data: the data inputted by the Client, Authorised Users, or L&Z on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Integration Fees: any additional fees charged by the Integration Partner to the Client in return for providing the Client with the ability to use the Services through the Integration Partner System.

Integration Partner: being the third party offering the Pre-built Integration allowing such third party to assist the Client to access the Services.

Integration Partner System: the system or service provided by the Integration Partner to the Client.

London & Zurich Terms and Conditions: the Terms and Conditions together with the accompanying Order Form for the provisions of services by L&Z to the Client.

Pre-built Integration: the software and integration created by the Integration Partner.

Restricted Activity: the restricted activities set out at https://www.londonandzurich.co.uk/guides/london-zurich-restrictions/ as updated or replaced from time to time.

1.2 Definitions in the Terms and Conditions that have been used in this Agreement shall apply to this Agreement as if they were defined herein.

1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.4 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.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.10 A reference to writing or written includes faxes but not e-mail.

1.11 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. BASIC COMMITMENTS

2.1 In order to make use of the Services via the Pre-built Integration, the Client must have been allocated a Service User Number as described in the London & Zurich Terms and Conditions Agreement, and so agree to the terms and conditions of that London & Zurich Terms and Conditions, in addition to the terms and conditions of this Agreement, and must fulfil all the Client commitments under that agreement.

2.2 If there is a conflict between this Agreement and the London & Zurich Terms and Conditions, solely in relation to your use of the Services via a Pre-built Integration, this Agreement will prevail.

2.3 The Client acknowledges and agrees that:

(a) the Client shall provide reasonable and accurate information and assistance to L&Z in relation to its use of the Services and any Integration Partner System;

(b) L&Z is not responsible for the provision or maintenance or functionality of any Pre-built Integration or Integration Partner System, including, without limitation, the security or data protection compliance of such Pre-built Integration or Integration Partner System, and the Integration Partner will remain directly liable to you in relation to this to the extent set out in the contract between you and the Integration Partner; and

(c) L&Z may terminate, suspend or apply certain limits to the Client's use of the Services, as further set out in this Agreement.

3. USE OF PRE-BUILT INTEGRATION

3.1 The Client acknowledges and agrees that, when using a Pre-built Integration:

(a) the Client may provide or disclose, and/or L&Z may provide and disclose data, including Client Data, to the Integration Partner, and that the Integration Partner may provide or disclose data, including Client Data, to L&Z; and

(b) in relation to any such transfer, the Client is the data controller of the personal data, from the point of instruction of the transfer onwards.

3.2 The Client acknowledges and agrees that it is providing the Integration Partner with explicit authority to perform certain tasks and initiate Authorised Activity in relation to the Client's use of the Services and the Client Data, and acknowledge that L&Z will treat all such Authorised Activity as if it had been initiated by the Client, unless otherwise stated.

3.3 The Client shall take all reasonable steps to ensure that the Client's use of the Services, including the initiation of Collection Requests, is not used for any Restricted Activity, or in breach of this Agreement or the London & Zurich Terms and Conditions.

4. AGREEMENT BETWEEN CLIENT AND INTEGRATION PARTNER

4.1 The Client shall ensure that the Integration Partner provides the Client with a legally binding contract setting out certain information, including:

(a) the details of the Integration Partner System;

(b) how the Integration Partner will make use of and protect the Client Data;

(c) details of the Authorised Activity the Integration Partner will carry out, including obtaining express permission to carry out such Authorised Activity; and

(d) details of any fees that the Client may be charged, including in relation to the Integration Partner System and the Pre-built Integration (including, but not limited to, Integration Fees), how and when these will be charged, and how and when the Client shall pay.

4.2 The Client shall be responsible for all acts and omissions in relation to any activity connected with use of the Services, Service User Number, login details and other credentials (including by any third party such as the Integration Partner), as further detailed in the London & Zurich Terms and Conditions.

5. INTEGRATION FEES

5.1 The Integration Partner should communicate any fees payable for use of the Integration Partner System and the Pre-built Integration, including any Integration Fees (and any amendments to such fees), directly to the Client. Any such fees charged by the Integration Partner, including any Integration Fees, shall be paid by the Client to L&Z, on behalf of the Integration Partner. On receipt of any such fees, including Integration Fees, from the Client, L&Z shall transfer the relevant amount received to the Integration Partner.

5.2 In addition to Integration Fees, the Integration Partner may charge the Client additional fees for goods or services that the Integration Partner provides to the Client. The Client agrees and acknowledges that L&Z is in no way associated with or liable for these fees, good or services.

5.3 L&Z shall charge the Client the Charges set out in the London & Zurich Terms and Conditions for each individual collection within a Collection Request and the Client agrees to pay such fees via direct debit.

6. LIABILITY

6.1 All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Services are excluded to the extent permitted by law.

6.2 L&Z is not responsible for, and shall in no way be liable for:

(a) any goods or services provided or not provided when promised by the Integration Partner, including but not limited to the Pre-built Integration or Integration Partner System;

(b) the Client, the Client's agents' or employees' compliance with laws, regulations and the Bacs rules; and

(c) any acts and/or omissions in relation to (a) and (b), above.

6.3 The Client agrees to defend, indemnify and hold harmless L&Z, L&Z's employees, agents and assigns, from and against any cause of action, damage, loss or liability arising out of or in connection with:

(a) any dispute between the Client and the Integration Partner, or any similar dispute between L&Z and the Integration Partner relating to the Client's use of the Services. This includes disputes in relation to any activity conducted by the Client or the Integration Partner, including Authorised Activity and any use or treatment of Client Data;

(b) any dispute between the Client and a Payer; and

(c) any other breach of this Agreement, law, regulation or the Bacs rules.

6.4 Subject to clause 6.5, the entire liability of L&Z arising out of or in connection with the supply, non-supply or delay in supplying the Services or otherwise in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited in respect of each event or series of connected events to the total amount set out in the London & Zurich Terms and Conditions.

6.5 Nothing in this Agreement shall operate to exclude or restrict either Party's (or that Party's employees' or agents') liability for:

(a) any matter which cannot be limited or excluded by law;

(b) death or personal injury resulting from negligence; or

(c) fraud, deceit or fraudulent misrepresentation.

7. TERM AND TERMINATION

7.1 This Agreement shall, unless otherwise terminated as provided in this clause 7, commence on the Effective Date and shall continue for the Initial Term (if any) and, thereafter, this Agreement shall remain in effect, unless:

(a) terminated by not less than 90 days written notice by the Client or two months written notice by L&Z, such notice not to be served prior to the end of the Initial Term (if any); or

(b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Term (if any) together with any continuation in accordance with this clause 7.1 shall constitute the Term.

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

(a) 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 7 days after being notified in writing to make such payment;

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

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3 to clause 14.4(f) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

7.3 L&Z may terminate this Agreement with immediate effect if:

(a) L&Z determines, in its absolute and sole discretion, that the Client has accessed the Services via the Pre-built Integration with no intention of initiating bona fide Collection Requests through such Pre-built Integration, but for some other purpose, for example to take advantage of certain fees;

(b) the London & Zurich Terms and Conditions (or other agreement for the provision of the Services) between L&Z and the Client is terminated; and

(c) the Client has undertaken or facilitated a Restricted Activity or L&Z has reasonable grounds to suspect Restricted Activities have taken place.

8. OTHER TERMS

8.1 The clauses with the following headings in the London & Zurich Terms and Conditions shall apply to this Agreement as if they were set out here in full:

(a) Confidentiality;

(b) Force Majeure;

(c) Conflict;

(d) Variation;

(e) Waiver;

(f) Rights and Remedies;

(g) Severance;

(h) Entire Agreement;

(i) Assignment;

(j) No Partnership or Agency;

(k) Third Party Rights;

(l) Notices; and

(m) Language.

9. GOVERNING LAW

This Agreement 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.

10. JURISDICTION

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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).