

1. Additional Definitions

1.1 The following additional definitions shall apply in respect of the Portal Services:

Authorised Users those employees, agents and independent contractors who are authorised by you to use the Portal Services and the Documentation subject to those limits set out in the Engagement Letter, and in accordance with

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

Documentation the electronic operating and user instructions relating to the Portal Services, accessible via the Portal;

Engagement Letter the General Retainer letter to which these terms are appended;

Portal the online compliance portal made available by us from time to time, including all revisions and updates, which enables you to access the Portal Services;

Portal Services the functionality, processes and resources accessible to the respective classes of Authorised Users through the Portal;

Portal Terms of Use our portal terms of use accepted by you and each Authorised User on accessing the portal for the first time, and as updated by us from time to time;

User Data the data inputted by you, Authorised Users, or us on your behalf for the purpose of using the Portal Services or facilitating your use of the Portal Services;

Virus any thing or device (including any software, code, file or program) which may:

(a) 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;

(b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or

(c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 This Appendix sets out the additional terms under which we will provide the Portal Services to you where you have requested to receive, and we have agreed to supply, the Portal Services as part of your retainer with us.

1.3 This Appendix forms part of the Engagement Letter and is incorporated into our contract with you. Interpretations and defined terms set out in the Engagement Letter and Terms of Business apply in this Appendix.

2. Portal Services

2.1 We grant to you, and to your Authorised Users acting on your behalf, a limited, non-exclusive, non-transferable, revocable right, without the right to sublicense, to access the Portal and use the Portal Services solely for your internal business operations. The grant of this right is subject to your compliance, and the compliance of your Authorised Users, with the terms of the contract and any other documents referenced in or attached to this Appendix.

2.2 You shall, and shall procure that each Authorised User shall, comply with our Portal Terms of Use.

2.3 You are responsible for all acts and omissions of each Authorised User and any and all use of the Portal Services using each Authorised User's access credentials.

2.4 To enable us to provide the Portal Services, you grant to us a non-exclusive right and licence to copy, exploit, process, store, transmit and use the User Data solely to the extent necessary to provide the Portal Services.

2.5 You shall procure at your cost, install and maintain all required enabling software and third-party software required to access and use the Portal Services. You acknowledge that a failure to do so may impact your use of the Portal Services.

2.6 We warrant that the Portal Services shall comply in all material respects with the Documentation. We, as your sole and exclusive remedy, shall promptly correct any event or circumstance resulting in a breach of this clause 2.6.

2.7 We do not warrant that the Portal Services are fit for your purposes, will be error free or uninterrupted, or are compatible with any hardware or software not specified in the Service Description. We shall not be liable for the transfer of data over communications facilities, including the internet, and any limitations, delays, and other problems inherent in the use of such communications facilities.

2.8 You acknowledge that, while the Portal and the Portal Services are designed to support you in the management of your sponsor licences, it remains your responsibility to understand and comply with your obligations in respect of such licences and the individuals you sponsor. The Portal Services do not themselves constitute legal advice, and the Portal should not be relied on as your sole repository for documentation necessary to demonstrate your compliance with requirements in respect of sponsor licences, or which you store for any other purpose.

- 2.9 You acknowledge and agree that we and our licensors own all intellectual property rights in the Portal, the Portal Services, and the Documentation. Except as expressly stated in this Appendix, this Appendix does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Portal, the Portal Services or the Documentation.
- 2.10 We confirm that we have all the rights in relation to the Portal Services that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Appendix.
- 2.11 You acknowledge that the Portal may allow you to interact with third parties and that we are not responsible for any advice provided by such third parties, or any actions you decide to take on the basis of such third party advice.
- 2.12 We may use artificial intelligence tools to process data uploaded to or generated through the Portal in connection with the delivery of services under your retainer. Such use is subject to the safeguards described in clause 18 of the Terms of Business and the Privacy Policy.
- 2.13 Data held on the Portal may be accessed by authorised personnel based outside the United Kingdom who work exclusively for us, subject to the safeguards described in clause 5 of the Terms of Business and the Data Processing Addendum.
- 3. Updates, upgrades, maintenance and support**
- 3.1 We may, from time to time and subject to notifying you in writing in advance, make changes to the Portal Services to:
- 3.1.1 improve, update or upgrade existing functionality or services;
- 3.1.2 introduce new functionality or services;
- 3.1.3 reflect changes to technology or market practice; or
- 3.1.4 ensure that the Portal Services remain compliant with all applicable laws, legal obligations or regulations.
- 3.2 For assistance with using the Portal or if you encounter any problems while using the Portal, please visit our helpdesk to raise a support ticket via the Portal.
- 4. Availability of the Portal Services**
- 4.1 The Portal Services are designed to be available on a 24/7 basis, subject to any emergency or scheduled maintenance. We will use reasonable endeavours to undertake scheduled maintenance outside normal working hours, and to give you as much prior notice of any emergency maintenance as is reasonably practicable.
- 4.2 We shall not be responsible for:
- 4.2.1 any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Portal Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- 4.2.2 any loss of or corruption to or unavailability of User Data. You acknowledge that the Portal Services provide supplemental storage of your documents and materials and is intended to complement our legal services rather than act as a business critical repository. You should take regular backup copies of your User Data; and
- 4.2.3 any incorrect functionality, delays, failures or any other loss or damage resulting from the use of third party integrated solutions to the Portal; or
- 4.2.4 your failure to comply with sponsorship requirements or other applicable law, for which you remain solely responsible, notwithstanding your use of the Portal Services and the Portal.
- 4.3 We may, on no less than one month's notice in writing to you, withdraw the Portal Services, or any element of the Portal Services. You acknowledge that the Portal Services are available to you as part of our wider compliance retainer and is not available as a separate product.
- 5. Your obligations**
- 5.1 You shall:
- 5.1.1 implement and operate appropriate up-to-date IT security, including anti-virus / anti-malware software and vulnerability management, within your network and systems.
- 5.1.2 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Portal and the Portal Services and notify us promptly of any such unauthorised access or use;
- 5.1.3 maintain, and procure that your Authorised Users maintain, the confidentiality of all passwords and any login credentials issued by you or us to access the Portal;
- 5.1.4 maintain full and accurate copies of all User Data, ensuring that any User Data stored through the Portal from time to time is backed up securely to an independent storage location;
- 5.1.5 use the Portal and the Portal Services only for their intended purpose of managing compliance requirement, and in accordance with any Fair Use Policy specified by us from time to time – we shall be entitled to determine whether any usage constitutes fair use of the Portal and the Portal Services;
- 5.1.6 pay to us the charges for use of the Portal Services specified in the Engagement Letter – you acknowledge that such charges are calculated on the basis of the number of employees and/or sponsor licences in respect of which you use the Portal Services, by reference to the tiers set out in the Engagement Letter, and will be automatically adjusted where the number of such employees and/or sponsor licences changes between tiers;

- 5.1.7 without affecting its other obligations under this contract, comply with all applicable laws in connection with your use of the Portal Services; and permit us to process such data in such manner;
- 5.1.8 obtain and maintain all necessary licences, consents and permissions necessary to enable us to provide, and you to enjoy the benefit of, the Portal Services. and we reserve the right, without liability to you or prejudice to our other rights, to disable your access to the Portal and the Portal Services if the provisions of this clause 5 are breached.
- 5.2 In relation to the Authorised Users, you undertake that you shall:
- 5.2.1 ensure that all Authorised Users shall comply at all times with the obligations required under the Portal Terms of Use; and
- 5.2.2 allow only Authorised Users to access and use the Portal and the Portal Services.
- 5.3 You shall not, and shall procure that Authorised Users shall not, store through the Portal, nor access, store, distribute, transmit, upload or allow to be uploaded to or through the Portal any material that:
- 5.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and/or
- 5.3.2 facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory; and/or
- 5.3.3 is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; and/or
- 5.3.4 is in a manner that is otherwise illegal or causes damage or injury to any person or property; and/or
- 5.3.5 contains any Viruses.
- 5.4 You shall not, and shall procure that the Authorised Users shall not:
- 5.4.1 except as may be allowed by any applicable law incapable of exclusion by agreement between you and us:
- (a) attempt to copy, duplicate, modify, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Portal 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 Portal;
- 5.4.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Portal or the Portal Services available to any third party except Authorised Users;
- 5.4.3 attempt to obtain, or assist third parties in obtaining, access to the Portal; or
- 5.4.4 require us to process any data in any manner where you do not have the necessary rights, licences or consents to
- 6. Suspension**
- 6.1 We may, without prejudice to any other rights or remedies available to it, suspend your (or any Authorised User's) access to, or use of, the Portal Services in whole or in part, immediately on notice to you if:
- 6.1.1 you have failed to pay any amounts due to us;
- 6.1.2 you or they are otherwise in breach of your obligations under the contract;
- 6.1.3 there is an attack on the Portal Services used by you or if your User Data is accessed or manipulated by a third party without your consent;
- 6.1.4 we are required by applicable law to suspend such access to, or use of, the Portal Services; or
- 6.1.5 we reasonably believe that the suspension of the Portal Services is necessary to protect its infrastructure, network or the use of the Portal Services by other clients because of a threat to the security, integrity or use of the Portal Services.
- 6.2 We shall use reasonable endeavours to re-establish or permit access to the Portal Services as soon as possible following our determination that the cause of the suspension has been resolved.
- 6.3 We shall have no liability whether under the contract or at law to you for any exercise of its rights pursuant to this clause 6.
- 7. Security**
- 7.1 We do not guarantee that the Portal will be secure or free from bugs or Viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Portal. You should use your own virus protection software.
- 7.2 We shall take reasonable steps not to introduce any Viruses into your network and information systems via the Portal Services or otherwise.
- 8. Indemnity**
- 8.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Portal Services or Documentation.
- 8.2 We shall defend you, your officers, directors and employees against any claim that your use of the Portal Services or Documentation in accordance with this Appendix infringes any patent effective as of the date of your signature of the

Engagement Letter, or any copyright, trade mark, database right or right of confidentiality. We shall indemnify you for any amounts awarded against you in judgment or settlement of such claims and all related losses, costs and expenses, provided that:

- 8.2.1 we are given prompt notice of any such claim;
- 8.2.2 you provide reasonable co-operation to we in the defence and settlement of such claim, at our expense; and
- 8.2.3 we are given sole authority to defend or settle the claim.

8.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Portal Services, replace or modify the Portal Services so that they become non-infringing or, if such remedies are not reasonably available, terminate your rights to access the Portal Services immediately on notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

8.4 In no event shall we, or our employees, agents and subcontractors be liable to you to the extent that the alleged infringement is based on:

- 8.4.1 a modification of the Portal Services or Documentation by anyone other than us;
- 8.4.2 your use of the Portal Services or Documentation in a manner contrary to the instructions given to you by us; or
- 8.4.3 your use of the Portal Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority; or
- 8.4.4 your breach of the contract.

8.5 This clause 8 states your sole and exclusive rights and remedies, and our (including our employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

9. Disclaimer

9.1 In addition to those exclusions and limitations set out elsewhere in the contract and except as expressly and specifically provided in this Appendix:

- 9.1.1 you assume sole responsibility for results obtained from the use of the Portal Services and the Documentation by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any User Data, information, instructions or scripts provided to us by you in connection with the Portal Services, or any actions taken by us at your direction;
- 9.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the greatest extent permitted by applicable law, excluded from the contract; and
- 9.1.3 the Portal Services and the Documentation are provided to you on an "as is" basis.

10. Consequences of termination

10.1 On termination of your rights to access the Portal Services, or any part of the Portal Services, for any reason:

- 10.1.1 all rights granted to you under this Appendix shall immediately terminate and you shall immediately cease all use of the Portal Services and the Documentation;
- 10.1.2 each party shall return and make no further use of the Documentation and other items relating to the Portal (and all copies of them) belonging to the other party;
- 10.1.3 we will delete your account and User Data from the Portal, so please ensure you keep copies throughout the term of the retainer;
- 10.1.4 for the avoidance of doubt, the deletion of Your Data from the Portal does not affect our retention of case files, documents and records held outside the Portal, which we will store for up to 6 years in accordance with clause 22 of our Terms of Business and our Privacy Policy; and
- 10.1.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination shall not be affected or prejudiced.

11. Platform Updates and Migration

11.1 We reserve the right to update, modify, replace, or migrate the Portal, including transferring the operation of the Portal to a third-party technology provider, provided that:

- 11.1.1 the core functionality of the Portal is maintained or enhanced;
- 11.1.2 the data security standards applicable to the Portal are maintained at a level no less protective than those in effect at the date of this agreement; and
- 11.1.3 we provide you with no less than 30 days' written notice of any material change to the identity of the Portal provider, together with updated terms where applicable.

11.2 In the event that operation of the Portal is transferred to a third-party technology provider, we will remain your primary point of contact for retainer-related services and will ensure that appropriate data processing arrangements are in place between us and the relevant provider in accordance with applicable data protection legislation.

11.3 Any third-party technology provider to whom operation of the Portal is transferred will be listed as a sub processor in our Data Processing Addendum, and you will be notified in accordance with the sub processor notification provisions of that addendum.

12. Amendments to these Terms

- 12.1 We may update these terms from time to time. Where changes are material, we will provide you with no less than 30 days' written notice before the updated terms take effect.
- 12.2 Your continued use of the Portal after the effective date of any updated terms constitutes your acceptance of those terms.
- 12.3 If you do not agree to the updated terms, you may discontinue use of the Portal, but this will not affect your Retainer Agreement or the other services provided under it.

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