

1. DEFINITIONS AND INTERPRETATION

- 1.1. **'Agreement'** means these Terms and Conditions which are provided by Eurowage Ltd (t/a IRIS FMP Global), herein collectively referred to as "IRIS", and any Order agreed between the Parties.
- 1.2. **'Acceptance'** means a document signed by the Customer either on the Customer's own behalf or on behalf of an Affiliate of the Customer to accept the Deliverables.
- 1.3. **'Affiliate'** means any company of the Customer in any of the countries listed in the Order
- 1.4. **'Appropriate Safeguards'** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Privacy Laws from time to time including the Standard Contractual Clauses annexed to Commission Implementing Decision (2021/914/EU) of 4 June 2021 or on standard contractual clauses approved by the UK Information Commissioner (as the case may be) for the transfer of personal data to processors established in third countries;
- 1.5. **'Country'** or **'Countries'** means those Countries listed in the Order where the Services will be carried out.
- 1.6. **'Confidential Information'** means commercial, financial, technical, operational or other information in whatever form (including without limitation information disclosed orally or as data, drawings, films, documents, computer readable material) whether or not the information is marked or designated "confidential" or proprietary including but not limited to the terms and conditions herein and in any Order and any information which should be understood by either party to be confidential.
- 1.7. **'Co-ordinator(s)'** means member(s) of the Customer's staff duly authorised by the Customer to instruct IRIS on all matters relating to the performance of this Agreement.
- 1.8. **'Credit Date'** means the agreed Employee pay date as set out in the Order Form.
- 1.9. **'Customer'** means the customer who has engaged IRIS to provide services/ products.
- 1.10. **'Customer Data'** means any data supplied by or on behalf of the Customer or a Customer Affiliate or created as a result of processing such data.
- 1.11. **'Data Privacy Laws'** means GDPR and any other applicable law on data protection or data privacy including but not limited to the Data Protection Act 2018 or the UK GDPR.. 'GDPR' means EU Regulation (EU) 2016/679. 'UK GDPR' means the EU General Data Protection Regulation 2016/679 as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019). Any reference in this Agreement to a term defined in or provision of the GDPR shall be interpreted as a reference to the nearest equivalent term or provision in such legislation.
- 1.12. **'Deliverables'** means those services and/or other deliverables to be supplied to the Customer on a country by country basis for each Affiliate in the Country concerned pursuant to this Agreement.
- 1.13. **'Employee'** shall mean the employees of the Customer and its Affiliates.
- 1.14. **'Fees'** means any or all of the Fees/Charges set out in the Order Form and in this Agreement, including any additional work IRIS performs as instructed by the Customer.
- 1.15. **'Funds Request'** means a form which IRIS will issue to the Customer detailing the Fees, Payroll payments applicable for the Processing Period and requisite HR consulting and HR administration payments .
- 1.16. **'Go-Live'** means the commencement date stated in the Order
- 1.17. **'Implementation'** means any and all activities relating to the initial administration and set up of the Customer's Payroll or HR services.
- 1.18. **'Implementation Plan'** means the plan to be agreed by the parties which will establish tasks and deliverables for Payroll or HR services go-live in each of the Countries listed in the Agreement
- 1.19. **'Input Data'** means the information provided by the Customer for processing by IRIS pursuant to this Agreement.
- 1.20. **'Intellectual Property Rights' or 'IPR'** means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) copyright, patents and trademarks.
- 1.21. **'International Organisation'**: means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
- 1.22. **'International Recipient'** has the meaning given to it in clause 12.7
- 1.23. **'Local Payroll Subcontractor' or 'Local Sub-Contractor' or 'Sub-Contractor'** means a partner of IRIS who provides the Services on behalf of IRIS.
- 1.24. **'Local Regulatory Obligations'** means the local regulatory requirements which apply to a Customer in a Country and any consequent Fees as a result of compliance with such Obligations.
- 1.26. **'Marketing Collateral'** means advertising and marketing materials and collateral (including all physical, digital or electronic imagery), copy, promotional material, commercials, images, artwork, archival materials and product catalogues, in each case, that are solely used in or solely related to the Business.
- 1.27. **'Initial Term'** means the period defined within the **'Customer Order Form'** commencing on the date of delivery of the Service by IRIS On expiry of the **'Initial Term'** the contract will automatically extend for a **'Renewal Term'** equivalent to the **'Initial Term'** and extensions of the same length will automatically apply at each anniversary until cancelled by giving the notice required in clause 13 of this Agreement (together the "Term").
- 1.28. **'Money Laundering Regulations'** means the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Fraud Act 2006 and any related legislation.
- 1.29. **'Order' or "Order Form" or 'Customer Order Form'** means the request for Services and any other Deliverables made by the Customer and accepted by IRIS which sets out details of the Services and Deliverables to be provided by IRIS to the Customer during the Term together with the Fees, forming the Agreement between the parties.
- 1.30. **'Output'** means the information produced during the Payroll production or fulfilment of HR services.
- 1.31. **'Payroll'** means the process of calculating and distributing wages and taxes on behalf of the Customer to its Employees pursuant to the terms of this Agreement.
- 1.32. **'Processing Period'** means the agreed payroll frequency (e.g.monthly) as set out in the Order Form.
- 1.33. **'Renewal Term'** means a period equal to the **'Initial Term'**
- 1.34. **'Services'** means the provision and management of global Payroll, related services and/or HR consultancy provided to the Customer by IRIS in accordance with the Agreement.

- 1.35 **'Service Description'** means the description of the Deliverables to be agreed on a Country by Country basis by the parties in writing.
- 1.36 **'TUPE Regulations'** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any similar legislation or the acquired rights directive in Europe.
- 1.37 **'Third Party Software'** means any software owned by a third party which is licensed to the Customer as part of the Services or third party owned software that is resold to the Customer by IRIS FMP Global or that the Customer has been given access to in any way (such as via an API (Application Programming Interface) connection).

2. PROVISION OF SERVICES BY PROVIDER

- 2.1. In consideration of the Customer's payment of the Fees and the performance of all other obligations pursuant to this Agreement, IRIS shall provide the Services and Deliverables in accordance with the terms of this Agreement.
- 2.2. IRIS will provide, configure and maintain the systems required to deliver the Service set out in the Service Description at its own cost.
- 2.3. The Customer will provide and configure any systems required to transmit the data to IRIS at the cost of the Customer.

3. COMMENCEMENT ARRANGEMENTS AND TIMESCALES

- 3.1. IRIS will use all reasonable endeavours to:
 - (i) agree on a Country by Country basis the Service Description for that Country
- 3.2. Payroll processing dates expressly set out in this Agreement, and the time for performance in relation thereto shall be of the essence in relation to such performance (provided IRIS receives all Customer Data in the agreed timeframes as set out in the Order Form and in the formats agreed during the Implementation).
- 3.3. IRIS will use reasonable endeavours to ensure that all Local Sub-Contractors are of a reputable standard and have the ability to deliver the Service to the required specification during the 'Initial Term' or 'Renewal Term'.

4. SERVICE SUPPORT

- 4.1. IRIS will provide Service Support via a dedicated Customer Helpdesk, in line with the Service Description.
- 4.2. IRIS will provide HR Management Consulting Support through either or a combination of:
 - 4.2.1. an agreed HR package outlined in the Order Form; and/or
 - 4.2.2. on a time and material basis, at a rate to be agreed between IRIS and the Customer.

5. FEES AND PAYMENT

- 5.1. IRIS shall raise a funds request to the Customer and the Customer shall pay IRIS all applicable Fees in respect of its IRIS Services as well as funds required to process the Payroll and any other Payroll related beneficiaries, such as tax and social security obligations and, where applicable, the provision and management of HR services including 3rd party broker fees. Funds Requests are payable no later than 5 (five) working days prior to credit date
- 5.2. All Fees are stated exclusive of Country specific Value Added Tax, or Sales Tax which is payable in addition to the Fees at the rate prescribed by local law, subject to IRIS raising a valid invoice for such Fees.
- 5.3. Set-Up Fees are payable upon signature of an Order.
- 5.4. The obligation to pay the applicable Fees shall commence on signature of the Order. Should the Customer not go live within the timescales indicated on the Order other than due to fault of IRIS, Payroll and HR Processing Fees will commence based on the Go-Live date defined in the Order
- 5.5. If applicable, any invoices due, aside from a funds request, are payable within 30 days from issue.
- 5.6. If the Customer fails to comply with any of the terms of payment for more than 5 days after receipt of a written demand for payment, IRIS will have the option to suspend all Services to the Customer.

6. ANTI-MONEY LAUNDERING (AML)

- 6.1. Prior to the commencement of delivery of the Service, the Customer shall evidence as IRIS may reasonably request in connection with its obligation to comply with the UK's Money Laundering Regulations (MLRs) and represents that all such information will be correct, up to date and complete.
- 6.2. The Customer acknowledges that, under the MLRs, IRIS must comply with its obligations to undertake the necessary AML checks to retain data for the periods specified by the MLRs, and that Article 23 of the Data Privacy Laws allows for rights under the Data Privacy Laws to be restricted if necessary to prevent criminal offences, including but not limited to money laundering and terrorism financing.
- 6.3. The Customer shall pay IRIS all applicable AML Fees in accordance with IRIS's AML rate card.

7. VARIATION OF THE FEES

- 7.1. The following provisions apply only to recurring Fees (that is Fees for ongoing provision of Deliverables, and excluding one-off Fees):
 - 7.1.1. The Fees are subject to variation according to changes in Employee volumes as defined in the Order Form (and any variation to the Order Form); and
 - 7.1.2. A minimum charge has been defined.
- 7.2. All Fees and any quoted daily rates are subject to a maximum increase of the Retail Price Index (RPI) of the United Kingdom or 5% whichever is higher not more than once every 12 months.
- 7.3. IRIS may from time to time give notice and implement an increase in recurring Fees where there is a material adverse fluctuation in currency exchange rates between GBP sterling and the currency in which the Customer is invoiced or the currency in which IRIS is required to incur costs procuring the Deliverables.

8. WARRANTIES

- 8.1. IRIS warrants that:
 - 8.1.1. It will use all reasonable skill and care in the course of performing the Services.
 - 8.1.2. IRIS's obligation and the Customer's exclusive remedy under this warranty is limited to fixing any errors in the Services within a reasonable period of time.
- 8.2. Other than the warranties at clause 8.1, any warranties or conditions express or implied, statutory or otherwise which would apply but are not expressly set out in this Agreement are excluded to the extent permitted by law.

9. THIRD PARTIES

- 9.1. Some Deliverables include transmission of payment or other instructions to third parties. IRIS shall not be responsible for the consequences if third parties are unable to receive, transmit or execute data, howsoever arising. This clause does not apply to IRIS's direct Sub-Contractors, and, to avoid doubt, is likely to relate to banking or electronic exchange systems.
- 9.2. Where applicable, the Customer undertakes to comply with any terms and conditions governing the Customer's use of Third Party Software in addition to this agreement. Such terms and conditions may take the form of a document which is published by the third party supplier and accompanies the Third Party Software that the Customer procures from IRIS FMP Global, or any terms determined by the relevant third party supplier on which IRIS FMP Global is entitled to sub-license the Third Party Software to the Customer.

10. TUPE

- 10.1. The parties confirm that they do not intend that this Agreement shall constitute a relevant transfer for the purposes of the TUPE Regulations. If it is subsequently found that TUPE conditions are applicable then the Customer will indemnify IRIS from any such obligations.

11. CUSTOMER DATA

- 11.1. Customer Data shall remain the Customer's exclusive property.

12. DATA PROTECTION

- 12.1. The following details apply to the processing being carried out under this Agreement:
 - 12.1.1. "Personal Data" means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location, data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - 12.1.2. the Personal Data will be processed for the provision of the Services;
 - 12.1.3. the Personal Data will be processed for the term of this Agreement;
 - 12.1.4. the specific processing activities will be the processing of HR and Payroll information; and
 - 12.1.5. the Personal Data processed concerns the HR and Payroll information of the Customer's Employees.
- 12.2. Each party will comply with the Data Privacy Laws applicable to it in connection with the Services, and will not cause the other party to breach any of its obligations under Data Privacy Laws.
- 12.3. The Customer:
 - 12.3.1. will provide to IRIS on demand all such information as IRIS may reasonably request in connection with the performance of its obligations under this Agreement, including but not limited to the information which IRIS needs in order to comply with article 30(2) GDPR and including details of the Customer's Data Protection Officer (if not already within IRIS's knowledge); and
 - 12.3.2. represents and warrants that all such information will be correct, complete and not misleading, and that it has disclosed to IRIS all information relating to the Personal Data which is relevant to IRIS's performance of its obligations under this Agreement or the Data Privacy Laws in respect of the Personal Data.
- 12.4. IRIS acknowledges, and will comply with, its obligation under article 28(3) GDPR to inform the Customer if, in its opinion, an instruction given by the Customer infringes the Data Privacy Laws. However, the Customer acknowledges and agrees that IRIS is not a law firm and does not give legal advice, and therefore IRIS will have no liability whatsoever to the Customer arising out of or in connection with the content or effect of any such opinion, or whether or when any such opinion is given or not given, or otherwise.
- 12.5. Where IRIS processes Personal Data (as Processor) on behalf of the Customer (as Controller) in connection with the Services, it will:
 - 12.5.1. process that Personal Data only in accordance with this Agreement or (at the Customer's cost) such different or additional instructions received in writing from the Customer from time to time. If compliance with such additional instructions prevents or hinders the performance of IRIS's obligations under this Agreement, IRIS will be excused from the performance of the affected obligations, without liability;
 - 12.5.2. ensure that all of its personnel with access to that Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 12.5.3. take all measures required pursuant to Article 32 of the GDPR to implement technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure; and detect and report Personal Data breaches within good time;
 - 12.5.4. engage such other processors as it considers appropriate (each, a "Sub-Processor") to process that Personal Data on its behalf. Details of the current Sub-Processors used are available on request from IRIS. If IRIS wishes to engage a different or an additional Sub-Processor, it will first inform the Customer of the identity of the proposed Sub-Processor and provide the Customer with a reasonable opportunity (the length of which will be determined by IRIS acting reasonably and notified to the Customer) to object to that Sub-Processor's engagement, such grounds of objection being the Sub-Processor's non-compliance with Data Protection Laws.;
 - 12.5.5. if IRIS does appoint a new or different Sub-Processor it shall bind that Sub-Processor by a written agreement complying with the

requirements of Article 28 GDPR as it applies to that Sub-Processor's processing activities and IRIS shall remain liable to the Customer for the acts and omissions of that Sub-Processor, as if they were the acts or omissions of IRIS itself;

- 12.5.6. taking into account the nature of the processing and insofar as is possible, assist the Customer (at the Customer's cost) with the fulfilment of the Customer's obligation to respond to requests by Data Subjects to exercise their rights under the Data Privacy Laws over that Personal Data, by providing relevant information requested by the Customer and copies of relevant Personal Data requested by the Customer within a reasonable time and in a commonly used electronic format, in each case unless that information or relevant Personal Data is already accessible to the Customer without IRIS's intervention;
 - 12.5.7. taking into account the nature of the processing and the information available to IRIS, assist the Customer (at the Customer's cost) in ensuring the Customer's compliance with regards to security of processing under article 32 GDPR, in carrying out privacy impact assessments pursuant to article 35 GDPR and prior consultations pursuant to article 36 GDPR in respect of that Personal Data, by providing such relevant information about the processing carried out by IRIS as the Customer may reasonably request;
 - 12.5.8. inform the Customer of any personal data breach which occurs in respect of the Personal Data under IRISs control without undue delay after becoming aware of it, providing sufficient details to enable the Customer to comply with its own notification obligations (and IRIS may provide such details in stages as they become available to it, provided that it is reasonable to do so);
 - 12.5.9. after the termination of the Services, delete or return to the Customer (at the Customer's option and cost) all copies of the Personal Data in its possession or control, and procure that any relevant Sub-Processor does the same, unless the applicable laws of the United Kingdom require IRIS or that Sub-Processor to retain a copy of it;
 - 12.5.10. make available to the Customer on demand all information reasonably necessary to demonstrate compliance with this clause 12.5, to the extent that it is not already available to the Customer; and
 - 12.5.11. allow the Customer, or its external auditor (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit IRIS's data processing activities insofar as they relate to the Personal Data, to enable the Customer to verify that IRIS is in compliance with this clause 12.5, provided that any such inspection or audit shall be subject to the provisions of clause 12.6.
- 12.6. In exercising its right of inspection and audit, the Customer:
- 12.6.1. shall do so no more frequently than once per calendar year, unless required by a supervisory authority;
 - 12.6.2. shall meet IRIS's reasonable costs incurred as a result of any such inspection or audit, unless that inspection or audit shows IRIS to be in breach of clause 12.5;
 - 12.6.3. (or its auditor, as the case may be) will not thereby be entitled access to the personal data or Confidential Information of any other customer of IRIS, nor direct access to any computer or storage system unless explicitly required by a supervisory authority;
 - 12.6.4. (or its auditor, as the case may be) shall comply with IRIS's reasonable policies while onsite, including its safety and security policies; and
 - 12.6.5. shall ensure that any information coming into its possession (or that of its auditor, as the case may be) as a result of such inspection or audit shall be and remain the Confidential Information of IRIS and the Customer will (and will procure that its auditor will, as the case may be) treat it accordingly.
- 12.7. Subject to IRIS' prior notification to the customer whether such a transfer is relevant to the service provision, the Customer agrees that IRIS may transfer Personal Data to countries outside the European Economic Area (EEA) or to any International Organisation(s) (an **International Recipient**) where IRIS or its Sub-Processors operate, provided all transfers by IRIS of Personal Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Privacy Laws. The provisions of this Agreement shall constitute the Customer's instructions with respect to transfers in accordance with this section 12. The Customer grants to IRIS and any Sub-Processor, a non-exclusive, non-transferable licence to use the Personal Data and all other information and documents provided to IRIS in order for IRIS to provide the Services.
- 12.9 Nothing in this clause 12 will relieve the Customer from any of its responsibilities and liabilities under Data Privacy Laws.

13. TERM

- 13.1. This agreement shall remain in force for the **'Initial Term'** and subsequent extensions. On expiry of the **'Initial Term'** the contract will extend for a 'Renewal Term' equivalent to the **'Initial Term'** and extensions of the same length will automatically apply at each anniversary until cancelled by giving the notice required in this Agreement.
- 13.2. IRIS shall provide the Deliverables agreed in relation to each Country, for the **'Initial Term'** only and extensions as defined in 13.1.
- 13.3. Either party may terminate this Agreement by giving six months written notice to the other party. If the Customer provides notice to terminate later than the last six months of the **'Initial Term'** (or any subsequent 'Renewal Term' extension), the Agreement shall automatically extend for a new term equivalent to the **'Initial Term'** or 'Renewal Term'.
- 13.4. Any termination by the Customer prior to the end of the **'Initial Term'** (or any subsequent 'Renewal Term' extension) does not absolve the Customer of its payment obligations under clause 5 for the remainder of the Term. A payment of the value of the contract over the remaining months before expiry of the Term shall be made immediately in the event of termination; based on recurring fees at point of termination, or the average value of the recurring fees in the 12 months prior to termination (whichever is greater).
- 13.5. IRIS can terminate the Agreement immediately by giving the Customer notice: (i) in the event of non payment of the Fees, (ii) upon a change of control of the Customer, or (iii) should the Customer become the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade, or on the occurrence of any event analogous to the above in another jurisdiction.
- 13.6. Either party shall have the right to terminate the Agreement by notice to the other party if the other party is in material breach of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy the breach within thirty (30) calendar days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement.

14. LIMITATION OF LIABILITY

- 14.1. Nothing in this Agreement shall in any way exclude or limit either party's liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any breach of the obligations as to title under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for any other liability which by law it is not possible to exclude or limit.
- 14.2. Subject to clause 14.1, the total aggregate liability of IRIS arising under or in connection with this Agreement (including in relation to any Order) for all losses in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with any claim or series of connected claims arising from the same cause shall in no circumstances exceed the aggregate of the Fees paid by the Customer for the specific payroll in which the liability occurred in the 12 months prior to the date the party making the complaint became aware of the liability.).
- 14.3. IRIS shall have no liability to the Customer in respect of defaults covered by clause 14.2 unless notified within twelve (12) months of the date the Customer became aware of the circumstances giving rise to the event(s) complained of.
- 14.4. In no event will IRIS be liable to the Customer in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of goodwill or reputation, any (i) non submission or (ii) anomalies in submissions of data to third parties, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to data (or the accuracy of any data in general (either inputted or produced), depletion of goodwill or reputation or otherwise which arise out of or in connection with this Agreement and whether or not foreseeable or made known to Us.
- 14.5. The Customer shall indemnify, hold harmless, and, defend IRIS from and against any losses resulting from any successful third party claim that the Customer Data, or the use of the Customer Data with any of the Services in accordance with this Agreement, infringes or misappropriates a third party's IPR and any third party claims based on the Customer's: (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by or authorised by IRIS; (iv) failure to comply with the terms and conditions governing the use of any Third Party Software; or (v) modifications to the Services not made by IRIS..
- 14.6 IRIS shall indemnify the Customer against any claim that normal use and access to the Services and Deliverables infringes the IPR of any third party which are effective in the jurisdiction where the Customer receives the Services. In no event shall IRIS be liable to the Customer if the Customer is in material breach of any agreement or if the claim arises as a result of (a) the use of the Services and Deliverables in combination with equipment or software not authorised by IRIS; (b) where the claim arises because of a feature specified and requested by the Customer; (c) alterations or modifications not approved by IRIS; (d) the Customer has used a release other than a current unaltered release of the Services, if such an infringement would have been avoided by the use of a current unaltered release of the Services; or (e) Third Party Software.
- 14.7 If the Service infringes or IRIS reasonably believes it infringes the IPR of any third party which are effective in the jurisdiction in which the Customer receives the Services, IRIS shall have the right to (a) procure the continuing use of the infringing part; (b) modify or replace the infringing part; (c) refund an equitable proportion of the Fees and/or (d) terminate all or a part of the Services, any Order, or this Agreement. The exercise of any of these options shall operate as an entire discharge of IRIS liability to the Customer under clause 14.6.

15. FORCE MAJEURE

- 15.1. Force Majeure shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happening or non happening beyond its reasonable control including (but without limiting the generality thereof), flood, disaster, fire and including failure or delay by any Sub-Contractor to perform its obligations due to circumstances beyond the reasonable control of the Sub-Contractor. For the avoidance of doubt, delays in payment obligations are excused only to the extent that payments are entirely prevented by the Force Majeure. If any such event continues for more than ninety (90) calendar days and provided substantial performance is still impeded either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

16. CONFIDENTIALITY

- 16.1. Both parties agree not to use or disclose Confidential Information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents, professional advisors, or Sub-Contractors directly involved in performing the receiving party's obligations.
- 16.2. The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed for a proper purpose to a public authority or any regulatory body, or to a court of law, or is independently developed by the receiving party.
- 16.3. Any Confidential Information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.
- 16.4 Notwithstanding this Clause 16, IRIS may include the Customer's name and logo within 'Marketing Material' of IRIS for the relevant Service/s contracted by the Customer, this will only be done by asking the Customer's permission prior to doing so. IRIS

shall express no opinions on behalf of the Customer and neither party may issue press releases or announcements regarding any matter connected with this Agreement until the other party has agreed in writing to the wording and intended distribution of such press release or announcement, however neither party shall unreasonably withhold or delay its agreement to any reasonable press release or announcement.

17. RESTRICTION

17.1. During the period of this agreement (which shall be taken to include all extensions to this agreement) and for a period of 2 (two) years thereafter (in the event of this agreement not being renewed) the Customer agrees not to engage in any new business relationship with the Sub-Contractors providing the Payroll Deliverables. In the event of IRIS being notified of this breach, a sum of the Fees paid or payable by the Customer in a twenty four (24) month period, (calculated as a genuine pre-estimate of damages IRIS suffered as a result of the Customer's breach of this clause 17.1) will become immediately payable, unless expressly agreed otherwise by IRIS in writing.

18. ASSIGNMENT/SUBCONTRACTING

18.1. IRIS will be permitted to assign any of its rights, without permission, within its Group of companies. IRIS will be free to sub-contract or delegate its rights and obligations under this Agreement but will remain contractually responsible for any obligations which are subcontracted. The Customer may only assign, sub-contract or otherwise transfer any of its rights or obligations with the prior written consent of IRIS.

19. ENTIRE AGREEMENT AND VARIATION

19.1. This Agreement and any document expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

19.2. No changes to any Service or an Order or to the terms of this Agreement which are requested by the Customer shall be valid unless and until accepted in writing by IRIS.

19.3. IRIS reserves the right to amend this Agreement at any time, giving 30 days notice.

20. THIRD PARTY RIGHTS

20.1. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. LAW & JURISDICTION

21.1. This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.