

VIA MATCH LIMITED SUBSCRIPTION TERMS AND CONDITIONS RELATING TO VIA RECRUITMENT PLATFORM

These Conditions set out the basis of a legal agreement between Via Match Limited and the Customer (as defined below) for the VIA recruitment platform.

By purchasing a subscription, the Customer agrees to the terms and conditions set out in these Conditions. The persons accepting these Conditions on behalf of the Customer confirm that they are authorised to enter into a legal agreement with Via Match Limited on the Customer's behalf and to bind the Customer to its terms and conditions.

BACKGROUND

- (A) Via Match has developed the VIA AI recruitment platform which it licenses to subscribers via the internet on a subscription basis for the purpose of facilitating the recruitment process. The platform uses artificial intelligence (AI) to efficiently match candidates with job openings by automating profile creation, conducting interviews and screenings, and presenting top candidates to employers.
- (B) The Customer wishes to use Via Match's service in its business operations.
- (C) Via Match has agreed to provide and the Customer has agreed to take and pay for Via Match's service subject to the terms and conditions of these Conditions.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Platform.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Candidate	the individual Introduced to the Customer via the Platform.
Conditions	these terms and conditions.
Contract	the contract between the Customer and Via Match for the supply of the Services in accordance with the Order and these Conditions, which is formed when (i) the Customer accepts these Conditions, and (ii) an Order is generated and accepted by the Customer.
Customer	the customer of Via Match who purchases the Subscription to use the Platform and the Services.
Customer Data	the data inputted by the Customer, Authorised Users, or Via Match on the Customer's behalf for the purpose of using the Platform and/or Services or facilitating the Customer's use,

	including any input data fed into the AI system embedded in the Platform.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Effective Date	the date of the Customer's first access to or use of the Platform under the Subscription, unless otherwise specified in the Order.
Heightened Cybersecurity Requirements	any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Customer (but not Via Match) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
Initial Subscription Term	the initial term of the Subscription as set out in the Order.
Introduction	means the autonomous process of passing to the Customer via the Platform of a curriculum vitae or information which identifies the Candidate; and "Introduce" and any other derivatives shall be construed accordingly.
Normal Business Hours	8.00 am to 6.00 pm local UK time, each Business Day.
Order	an online order summary form issued by Via Match to the Customer for the purchase by the Customer of the Subscription and the Services.
Platform	means VIA, the online AI recruitment platform which Via Match makes available to the Customer for the purpose of facilitating the Customer's recruitment process.
Recruitment Services	the recruitment services provided by Via Match involving an autonomous process of Introducing Candidates to the Customer via the Platform.
Renewal Period	the period described in clause 11.1.

Services	means: a) the Platform subscription services provided by Via Match to the Customer; b) the Recruitment Services; c) Support Services; and any other services related to the Platform as provided by Via Match to the Customer subject to these Conditions.
Subscription	the subscription purchased by the Customer which entitles the Customer and the Authorised Users to access and use the Platform and the Services during the Subscription Term in accordance with these Conditions.
Subscription Fees	the subscription fees payable by the Customer to Via Match for the Subscription, as set out in the relevant Order, including any fees payable for the Initial Subscription Term and any subsequent Renewal Periods.
Subscription Term	the Initial Subscription Term together with any subsequent Renewal Periods.
Support Services	Via Match's standard customer service helping the Customer with reasonable queries regarding how to use the Platform.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
Via Match	VIA MATCH LIMITED incorporated and registered in England and Wales with company number 16530334 whose registered office is at 3 Copthall Avenue, London, United Kingdom, EC2R 7BH.
Virus	any thing or device (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.

Vulnerability a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability of Customer Data, the Platform or the Services, and the term **Vulnerabilities** shall be interpreted accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 Any reference to an enactment of legislation includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment replacing it.
- 1.4 A reference to **writing** or **written** includes email.

2. RECRUITMENT SERVICES

- 2.1 Subject to the Customer purchasing the Subscription, Via Match shall provide the Recruitment Services solely via the Platform using reasonable care and skill and substantially in accordance with the Recruitment Services Scope as set out in Schedule 1. For the avoidance of doubt, the Recruitment Services shall be fully automated and the AI Platform shall operate autonomously without human intervention in the delivery of Recruitment Services.
- 2.2 To the extent the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("**Regulations**") apply to the Recruitment Services, the parties acknowledge and agree that for the purposes of the Regulations, Via Match shall act as an employment agency and not as an employment business. Via Match shall not be responsible for paying the wages or salaries of any Candidates Introduced to the Customer, nor shall it be responsible for any employment-related liabilities arising from the engagement of such Candidates by the Customer. The Customer shall be responsible for ensuring compliance with all applicable employment laws and regulations in relation to any Candidates engaged as a result of Introductions made via the Platform.
- 2.3 Via Match shall have no obligation to make Introductions. Any Introductions shall be made on a non-exclusive basis.
- 2.4 The Customer shall have sole responsible for the accuracy and completeness of the information it provides to the Platform regarding the position which the Customer is seeking to fill.
- 2.5 The Customer shall at all material times act in good faith towards Via Match.
- 2.6 Each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force, and shall:
 - 2.6.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 2.6.2 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract; and

- 2.6.3 take reasonable steps and carry out appropriate checks to ensure that their respective businesses and business supply chains are free of slavery and human trafficking.
- 2.7 Although Via Match has taken reasonable steps to develop the Platform with functionality to source candidates on the basis of the Customer's instructions, the Customer acknowledges that the Platform operates without human intervention and that Via Match does not guarantee:
 - 2.7.1 the accuracy or completeness of the Candidate information provided by the Platform; or
 - 2.7.2 that the Platform will identify and make Introductions in respect of any specific position which the Customer is seeking to fill.
- 2.8 The Customer shall have sole responsibility for ensuring that the Candidate is suitable for the position the Customer is seeking to fill. The Customer acknowledges that Via Match will not verify any information provided by the Candidate on the Platform. The Customer shall take such steps as it deems necessary to satisfy itself of the suitability of the Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical examinations and investigations of the Candidate and for obtaining any work or other permits. Customers should familiarise themselves with all relevant legislation regarding employment of Candidates as Via Match does not accept responsibility for any loss, damage or expense incurred due to the Customer failing to comply with any such legislation.
- 2.9 No liability is accepted by Via Match to the Customer for any loss incurred or suffered by the Customer arising from:
 - 2.9.1 any failure to Introduce a suitable Candidate for any specific vacancy;
 - 2.9.2 the negligence, dishonesty or misconduct of the Candidate; or
 - 2.9.3 or connected with, the engagement of a Candidate or if the Candidate terminates the engagement for any reason.

3. SUBSCRIPTION TO PLATFORM

- 3.1 Subject to the Customer purchasing the Subscription, the restrictions set out in this clause 3 and the other terms and conditions of the Contract, Via Match hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences:
 - 3.1.1 to access the Platform and the Services; and
 - 3.1.2 to permit the Authorised Users to access and use the Platform and the Services,
- during the Subscription Term solely for the Customer's internal business operations.
- 3.2 In relation to the access and use of the Platform, the Customer:
 - 3.2.1 shall ensure that the maximum number of Authorised Users that it authorises to access and use the Platform shall not exceed the number of Authorised Users as set out in the Order;
 - 3.2.2 shall maintain a written, up to date list of current Authorised Users and provide such list to Via Match within 5 Business Days of Via Match's written request at any time or times;

- 3.2.3 shall procure that, to the extent any Authorised Users are provided with individual login details to access the Platform, such Authorised Users keep their login details safe and secure and do not share with or disclose such details to any person;
- 3.2.4 shall not, except with prior written consent of Via Match (such consent to be at Via Match's sole discretion), provide, attempt to obtain, or assist third parties in obtaining access to the Platform, including to:
 - 3.2.4.1 any users above the maximum number as set out in clause 3.2.1; or
 - 3.2.4.2 any users who are not employees of the Customer,
- and shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify Via Match;
- 3.2.5 it shall permit Via Match or Via Match's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with the Contract. Each such audit may be conducted no more than twice per annum, at Via Match's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
- 3.2.6 shall be responsible for ensuring that its network, IT infrastructure and systems comply with the relevant specifications as may be provided by Via Match from time to time.
- 3.3 The Customer shall pay Via Match for any unauthorised use of the Subscription by broadening its scope to cover such use. The amount payable shall be equivalent to the fees Via Match would have charged, based on its prevailing commercial terms, had it licensed the unauthorised use from the date it commenced. This payment shall include interest at the rate specified in clause 7.2.1, accruing from the commencement date of such use until the date of payment.
- 3.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform that:
 - 3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2 facilitates illegal activity;
 - 3.4.3 depicts sexually explicit images;
 - 3.4.4 promotes unlawful violence;
 - 3.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.4.6 is otherwise illegal or causes damage or injury to any person or property;
- and Via Match reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 3.5 The Customer shall not:

- 3.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - 3.5.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; or
 - 3.5.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- 3.5.2 access all or any part of the Platform in order to build a product or service which competes with the Platform; or
- 3.5.3 use the Platform to provide services to third parties; or
- 3.5.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party except the Authorised Users, or
- 3.5.5 introduce or permit the introduction of, any Virus or Vulnerability into the Platform or Via Match's network and information systems.
- 3.6 Unless expressly authorised by Via Match in writing, the rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. PROVISION OF SOFTWARE AS A SERVICE

- 4.1 Via Match shall, during the Subscription Term, provide the Customer with access to the Platform on and subject to the terms of the Contract.
- 4.2 Via Match shall use commercially reasonable endeavours to:
 - 4.2.1 make the Platform available 95% of the time, except for:
 - 4.2.1.1 planned maintenance carried out during the maintenance window outside of Normal Business Hours; and
 - 4.2.1.2 unscheduled maintenance performed during Normal Business Hours, provided that Via Match has used reasonable endeavours to give the Customer at least one (1) Business Days' notice in advance; and
 - 4.2.2 correct faults, add functionality or otherwise amend or upgrade the Platform (provide that those upgrades are limited to improvements to features described in Via Match's specification for the Platform) as may be required from time to time provided that no delay or failure by Via Match to correct faults, add functionality or otherwise amend or upgrade the Platform under this clause shall constitute a breach of contract. For the avoidance of doubt, support for additional features developed by Via Match, as requested by the Customer, may be purchased separately at Via Match's then current rates.

- 4.3 As part of providing access to the Platform, Via Match shall use reasonable endeavours to provide the Customer with the Support Services during Normal Business Hours.
- 4.4 The Customer may purchase Additional Services from Via Match at a price to be agreed between the parties or in the absence of such agreement, at Via Match's current rates.
- 4.5 Via Match undertakes to provide the Services with reasonable skill and care.
- 4.6 If the Services do not conform with the undertaking in clause 4.5, Via Match will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly or (at its sole discretion) provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.5.
- 4.7 Via Match does not warrant that:
- 4.7.1 the Platform, the Services and/or the information obtained by the Customer through the Platform will meet the Customer's requirements;
 - 4.7.2 the Customer's use of the Platform and the Services will be uninterrupted or error-free; or
 - 4.7.3 the Platform or Services will comply with any Heightened Cybersecurity Requirements.
- 4.8 Via Match is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.9 The Customer acknowledges that the provision of the Platform may enable or assist it to access the website content of, correspond with and purchase products and services from third parties via third-party websites, and that it does so solely at its own risk. Via Match makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Via Match. Via Match recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Via Match does not endorse or approve any third-party website nor the content of any of the third-party website made available via its Platform.
- 4.10 The Contract shall not prevent Via Match from entering into similar agreements with third parties.
- 4.11 Via Match shall obtain and maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer acknowledges that the successful use of the Platform to meet the Customer's requirements and to achieve its intended results and provision of the Services depend at least in part on the information and data supplied or deployed by the Customer to Via Match for such purpose, including Customer Data, and accepts responsibility for the suitability and completeness of such information and data and any outputs from the Platform.
- 5.2 The Customer shall:
 - 5.2.1 provide Via Match with:
 - 5.2.1.1 all necessary co-operation in relation to the Contract (including without limitation conducting discussions with Via Match in relation to the onboarding process as required and in relation to any Services); and
 - 5.2.1.2 all necessary access to such information as may be required by Via Match in order to provide access to the Platform and/or to provide the Services, including but not limited to Customer Data, including any information and data in relation to the position which the Customer is seeking to fill via the Platform, and security access information.
 - 5.2.2 without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract;
 - 5.2.3 carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner;
 - 5.2.4 ensure that the Authorised Users use the Platform in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract;
 - 5.2.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Via Match, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
 - 5.2.6 ensure that its network and systems comply with the relevant specifications provided by Via Match from time to time; and
 - 5.2.7 be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Via Match's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 5.3 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.4 If the Via Match's performance of its obligations under the Contract is prevented, delayed or compromised by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then,

without prejudice to any other right or remedy it may have, Via Match shall have no liability for any issues arising and shall be allowed an extension of time to perform its obligations as reasonably necessary and shall be entitled to charge the Customer any reasonable documented costs incurred by Via Match as a result.

6. DATA PROTECTION

- 6.1 Each party shall comply with the relevant Data Protection Legislation and the provisions set out in Schedule 1 in respect of any sharing or processing of personal data.
- 6.2 It is envisaged that in performing their respective obligations under the Contract, each party will ordinarily process personal data independently from the other party, each party acting as an independent controller. Schedule 1 Part 1 shall apply to the circumstances where personal data is shared between the parties as independent data controllers.
- 6.3 In the event that a party processes personal data in connection with the Contract on the instruction of the other party, the first party will process such personal data as a data processor and Schedule 1 Part 2 shall apply.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the rights granted by Via Match under clause 3.1 and in consideration of Via Match providing the related Services to the Customer, the Customer shall pay to Via Match the Subscription Fees.
- 7.2 If the Customer fails to make any payment due to Via Match (whether due under the Contract or otherwise) by the due date for payment, then, without limiting any other rights or remedies available to it:
 - 7.2.1 the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England 's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - 7.2.2 Via Match may suspend the provision of access to the Platform and/or all or part of the Services until payment has been made in full.
- 7.3 All amounts and fees stated or referred to in the Contract:
 - 7.3.1 shall be payable in pounds sterling;
 - 7.3.2 are, unless otherwise stated in the Contract, non-cancellable and non-refundable;
 - 7.3.3 are exclusive of value added tax, which shall be added to Via Match's invoice(s) at the appropriate rate.
- 7.4 Via Match shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer.

8. PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that Via Match and/or its licensors own all intellectual property rights in the Services and the Platform. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether

registered or unregistered), or any other rights or licences in respect of the Services or the Platform.

- 8.2 Via Match confirms that it has all the rights in relation to the Services and the Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.
- 8.3 Via Match remains the sole owner of any software code embedded in any output generated by the Platform or the Services ("Output") and such code is licensed to the Customer on a non-exclusive, non-transferable and non-assignable basis, to be used solely in conjunction with the Output for the purpose of the Customer's own internal business operations.
- 8.4 The Customer agrees that Via Match may use Customer Data submitted hereunder for its own statistics, for the purposes of product and market research and analytics and to train its algorithms internally through machine learning techniques for such purpose. Via Match will be the owner of any intellectual property in any improvements made to the Platform as a result of such training exercise.
- 8.5 The Customer shall defend, indemnify and hold harmless Via Match 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 the Customer's use of the Platform or Services that infringes or misappropriates Via Match's or a third party's patent, trade secret, copyright, or any other intellectual property right. In respect of any such claim, Via Match shall:
 - 8.5.1 give the Customer prompt notice of any such claim;
 - 8.5.2 provide reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 8.5.3 give the Customer authority to defend or settle the claim.

9. CONFIDENTIALITY

- 9.1 Each of Via Match and the Customer shall, during the Subscription Term and for a period of five years thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of the Contract) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to a party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Contract, or subsequently comes lawfully into the possession of such party from a third party.
- 9.2 Via Match may on prior written approval of the Customer use the Customer's business name in its advertising and promotional materials, including for the purpose of promoting the Platform.

10. LIMITATION OF LIABILITY

- 10.1 The following definitions apply in this clause 10:
 - 10.1.1 liability: every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and

- 10.1.2 default: any act or omission resulting in one party incurring liability to the other.
- 10.2 Except as expressly and specifically provided in the Contract:
 - 10.2.1 the Customer assumes sole responsibility for results obtained from the use of the Platform and the Services by the Customer, and for conclusions drawn from such use. Via Match shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Via Match by the Customer in connection with the Platform or the Services, any information and input data inputted by the Candidate into the Platform, or any actions taken by Via Match at the Customer's direction;
 - 10.2.2 due to the inherent nature of the Platform and the underlying AI technology, Via Match cannot and does not guarantee that the Platform will operate without interruption or be free from errors. The Customer acknowledges that the Platform's performance may be subject to limitations and disruptions beyond Via Match's control. Furthermore, while the Platform is designed to assist in the recruitment process, it may not detect every potential issue or accurately assess the suitability of candidates for specific roles. The Customer shall exercise its own judgment and conduct additional evaluations as necessary;
 - 10.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
 - 10.2.4 the Platform is provided to the Customer on an "as is" basis.
- 10.3 Nothing in the Contract excludes the liability of Via Match:
 - 10.3.1 for death or personal injury caused by Via Match's negligence; or
 - 10.3.2 for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 10.2 and clause 10.3:
 - 10.4.1 Via Match shall have no liability for any:
 - 10.4.1.1 loss of profits,
 - 10.4.1.2 loss of business,
 - 10.4.1.3 wasted expenditure,
 - 10.4.1.4 depletion of goodwill and/or similar losses,
 - 10.4.1.5 loss or corruption of data or information, or
 - 10.4.1.6 any special, indirect or consequential loss, costs, damages, charges or expenses; and
 - 10.4.2 Via Match's total aggregate liability to the Customer in respect of all defaults shall not exceed a sum equal to the Subscription Fees paid in the contract year in which the defaults occurred.

11. TERM AND TERMINATION

- 11.1 The Contract shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Contract shall be

automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- 11.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 11.1.2 otherwise terminated in accordance with the provisions of the Contract;

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

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

- 11.2.1 the other party's financial position deteriorates so far as to reasonably justify the opinion that its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- 11.2.2 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 11.2.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 11.2.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

- 11.3 Without affecting any other right or remedy available to it, Via Match may terminate the Contract or (at its own discretion) suspend the provision of the Platform and/or the Services with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

- 11.4 On termination of the Contract for any reason:

- 11.4.1 all licences granted under the Contract shall immediately terminate;
- 11.4.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- 11.4.3 Via Match may destroy or otherwise dispose of any of the Customer Data in its possession unless Via Match receives, no

later than ten days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Via Match shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Via Match in returning or disposing of Customer Data; and

- 11.4.4 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.

12. GENERAL

- 12.1 The parties agree to resolve any disputes arising out of or in connection with the Contract through amicable negotiation. In the event that a dispute cannot be resolved through negotiation within 60 days, either party may commence court proceedings. Nothing in this clause shall prevent either party from seeking interim or injunctive relief in the courts to protect its rights or property.
- 12.2 The Customer shall not assign, novate, transfer, mortgage, charge, sub-license, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of Via Match.
- 12.3 Via Match may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.4 Notices under the Contract shall be in writing in English and shall be sent to the current registered office address or sent by email to an email address of the relevant party expressly provided in writing for this purpose. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email, at the time of transmission subject to satisfactory proof of despatch.
- 12.5 Each right or remedy of the parties under the Contract is without prejudice to any other right or remedy of that party whether under the Contract or not.
- 12.6 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 12.7 The Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 12.8 Both parties acknowledge that, in entering into the Contract it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Contract or not) other than as expressly set out in the Contract.

- 12.9 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties
- 12.10 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 12.11 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.12 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Notwithstanding the foregoing, Via Match may vary these Conditions from time to time. Any such variation by Via Match shall take effect:
- 12.12.1 immediately in respect of any new Subscriptions;
 - 12.12.2 immediately in respect of any existing Subscriptions if any variation is required by applicable law; and
 - 12.12.3 on the expiration of a 30 days' period from the date when Via Match notified the Customer of any variation in respect of existing Subscriptions.
- 12.13 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.14 The formation, existence, construction, performance, validity and all aspects of the Contract and any and all matters relating to it shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1
RECRUITMENT SERVICES SCOPE

1. Automating the creation of candidate profiles by extracting and compiling relevant data from various sources.
2. Conducting preliminary interviews and screenings using AI-driven tools to assess candidate suitability for specific roles.
3. Presenting a curated list of top candidates to employers based on the AI's analysis and matching criteria.

Schedule 2
DATA PROTECTION

Part 1
Data Sharing Schedule

1. Definitions.

1.1 In this Schedule the following terms should have the following meanings:

- (a) **Controller, processor, data subject, personal data, personal data breach, data subject request, processing and appropriate technical and organisational measures:** as set out in the UK GDPR.
- (b) **Data Discloser:** a party that discloses personal data to the other party.
- (c) **Permitted Recipients:** the parties to the Contract, the employees of each party and any third parties engaged to perform obligations in connection with the Contract.

1.2 **Personal Data.** This Part 1 sets out the framework for the sharing of personal data between the parties as independent controllers. Each party acknowledges that one party (referred to in this Part 1 as the **Data Discloser**) may disclose to the other party personal data collected by the Data Discloser for the Agreed Purposes (as set out in Table 1).

2. Particular obligations relating to data sharing.

2.1 Each party shall:

- (a) ensure that it has all necessary notices, permissions and consents in place as required in accordance with the Data Protection Legislation to enable lawful disclosure of personal data to the other party for the Agreed Purposes;
- (b) provide all information required in accordance with the Data Protection Legislation to any data subject whose personal data may be processed under the Contract;
- (c) process the personal data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (f) not disclose or transfer personal data to a third party located outside of the United Kingdom unless it complies with the provisions of the Data Protection Legislation.

2.2 **Assistance.** Each party will assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the personal data. In particular, each Party shall:

- (a) promptly inform the other party about the receipt of any data subject request or any correspondence from supervisory authorities which relates to the processing of the personal data or to either party's compliance with the Data Protection Legislation;
- (b) respond to data subject requests it receives promptly and in accordance with Data Protection Legislation;
- (c) provide the other party with reasonable assistance in complying with any data subject request relating to the personal data;

- (d) assist the other party in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities; and
- (e) notify the other party without undue delay on becoming aware of any suspected, potential or actual breaches of the Data Protection Legislation (including the loss of the personal data and any breaches of security which may compromise the security of the personal data).

Table 1 – Shared Personal Data Table

Personal data to be shared between the parties	Identity and contact data (which may include the name, email address, address, date of birth, job title, work history, professional membership and qualifications and contact number) of Consultancy Staff or the Candidate.
Agreed Purpose	• Assisting the Customer to achieve its recruitment requirements. • The parties complying with their obligations under the Contract. • The parties' own internal record keeping. • The parties complying with the Data Protection Legislation.
Period of storage	For as long as is reasonably necessary for the parties to comply with any obligations under the Contract, including maintaining necessary records and the Agreed Purpose.

Part 2 Data Processing Schedule

For the purposes of this Part 2, **Controller, Processor, data subject, personal data, Personal Data Breach, processing** and **appropriate technical and organisational measures**: as set out in the UK GDPR.

This Part 2 sets out the nature and purpose of processing by a party where it is acting as the Processor, the duration of the processing by that party and the types of personal data and categories of data subject and is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1. Each party shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development, the nature, scope, context and

purposes of the processing pursuant to the Contract and the cost of implementing any measures;

2. Without prejudice to the generality of paragraph 1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Processor for the duration and purposes of the Contract.
3. Without prejudice to the generality of paragraph 1, the Processor shall, in relation to any personal data processed under this Part 2:
 - (a) process that personal data only on the instructions of the Controller for the Permitted Purposes (as set out in Table 2), unless the Processor is required by the Data Protection Legislation to otherwise process that personal data. the Processor will as soon as reasonably practicable inform the Controller if, in the opinion of the Processor, an instruction infringes the Data Protection Legislation. Where the Processor is relying on the Data Protection Legislation as the basis for processing personal data, the Processor shall as soon as reasonably practicable notify the Controller of this before performing the processing required by the Data Protection Legislation unless the Data Protection Legislation prohibits the Processor from so notifying the Controller;
 - (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (c) assist the Controller, at the Controller's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (d) notify the Controller without undue delay on becoming aware of a Personal Data Breach;
 - (e) at the written direction of the Controller, delete or return personal data and copies thereof to the Controller on termination of the Contract unless required by the Data Protection Legislation to store the personal data; and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this Part 2 and allow for audits by the Controller or the Controller's designated auditor up to once per year of the processing activities carried out by the Processor in respect of the Controller's personal data and comply with all reasonable requests or directions of the Controller to enable the Controller to verify and procure that the Processor is in full compliance with its obligations under the Contract.
4. The Controller hereby provides its prior, general authorisation for the Processor to appoint sub-processors to process personal data, provided that the Processor:
 - (i) shall ensure that the terms on which it appoints such processors comply with the applicable Data Protection Legislation, and are consistent with the obligations imposed on the Processor in this Part 2;
 - (ii) as between the Controller and the Processor, the Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 4; and
 - (iii) shall inform the Controller of any intended changes concerning the addition or replacement of the processors, thereby giving the Controller the opportunity to object to such changes provided that if the Controller objects to the changes and cannot demonstrate, to the Processor's reasonable satisfaction, that the objection is due to an actual or likely breach of the applicable Data Protection Legislation,

the Controller shall indemnify the Processor for any losses, damages, costs (including reasonable legal fees) and expenses suffered by the Processor in accommodating the objection.

5. The Processor shall not transfer personal data outside of the United Kingdom, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the personal data.

Table 2 – Processing Table where a party is acting in the capacity of a Processor:

Subject matter and duration of the processing	Any personal data which is provided by a party (in its capacity as a Processor) to the other party in connection with the Contract. The Processor shall only process the personal data for as long as is required to comply with its obligations under the Contract or where it is required to store the personal data to comply with the Data Protection Legislation.
Permitted Purpose	Any processing required for the purposes of complying with a party's obligations under the Contract, to the extent that a party is acting as a Processor.
Type of personal data and categories of data subjects	Identity and contact data (which may include the name, email address, address, date of birth, job title, work history, professional membership and qualifications and contact number) of Consultancy Staff or the Candidate.