

BCarm Terms and Conditions

1. DEFINITIONS

You or Your: The person, firm, corporation or other organisation entering into this agreement with WTWS by accepting these terms.

WTWS: Walk the Walk Solutions Limited, a company with registered number 6675662 and registered offices at 66 Prescott Street, London, E1 8NN.

Applications: The web based applications provided by WTWS or by WTWS's suppliers which enables you to use the Services.

Authorised Users: includes without limitation your officers, employees, temporary workers, agents and sub-contractors who are authorised by WTWS pursuant to this agreement.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 6.

Business Continuity & Risk Management (BCarm): the web based management product, accessed through the 'Portal' WTWS provide, together with the Applications and/or the Websites and/or the know-how.

Insurer Services: where use and access to the Services are provided to You free of charge by an insurer as a benefit ancillary to the insurer's insurance policy with You, for the duration of that insurance policy.

Know-how: know-how relating to BCarm provided by WTWS to you under this agreement.

Services: BCARM, or any part there of, as the context requires.

Subscriber Data: The data input by you (and anyone authorised by you) for use in conjunction with the Know-how and the Websites and which is stored on WTWS's or WTWS's suppliers' equipment.

Subscription Fee: The subscription fee for the Services to be provided under this agreement, as specified in our invoice relating to this agreement .

Websites: the websites provided by WTWS or WTWS's suppliers which contain the Know-how and the Applications.

2. AUTHORITY AND LICENCE FOR USE OF KNOW - HOW

2.1 WTWS authorise and license you and your Authorised Users to access and use BCARM for which you agree to pay the Subscription Fee, unless the Services are provided to You as Insurer Services in which case no Subscription Fee is payable by You.

2.2 This authority and licence commences on the date on which the Services begin, and ends:

(a) upon you giving WTWS 3 months' written notice of your intention not to continue this agreement; or

(b) on the date that the Services are no longer available to You as Insurer Services

(c) If this agreement is terminated under clause 9.

2.3 You may search, view, copy and print out material containing Know-how for your own use during the term of this agreement.

2.4 Subject to clause 3.2 below and where available, you may input and store your own data on BCARM.

3. AUTHORITY AND LICENCE FOR USE OF SERVICES

3.1 WTWS hereby grants you on the terms and conditions of this agreement a non-exclusive, non-transferable licence to access BCARM and to use BCARM solely for your business purposes.

3.2 You shall not store, distribute or transmit any material through BCARM that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

3.3 You shall not:

(a) attempt to duplicate, modify, disclose or distribute any portion of BCARM; or

(b) attempt to reverse compile, disassemble,

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reverse engineer or otherwise reduce to human-perceivable form any part or parts of BCARM, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

- (c) use BCARM to provide any services to third parties, without the prior written consent of WTWS; or
- (d) transfer, temporarily or permanently, any rights or obligations under this agreement; or
- (e) attempt to obtain, or assist others in obtaining, access to BCARM, other than as provided under this paragraph.

4 YOUR OBLIGATIONS

4.1 You shall pay:

- (a) the Subscription Fee on a yearly basis in advance to WTWS. The Services shall not be available and the BCARM not accessible until the Subscription Fee has been paid in full. WTWS may accept monthly payments in respect of the Subscription Fee however if this agreement is terminated for whatever reason the amount of the unpaid Subscription Fee shall become due and payable in full on the date of such termination;
- (b) an additional fee to WTWS for any Services that You request WTWS to provide to You in addition to the package of Services provided for the Subscription Fee or as part of the Insured Services (as applicable). The amount of any such fee and the date of payment will be agreed between You and WTWS at the relevant time.

4.2 You acknowledge that the Subscription Fee is based on your level of turnover and total number of employees and agree to inform WTWS immediately upon a change in circumstances having the effect of causing a 10% or more increase in:

- (a) your annual turnover as previously notified to WTWS;
- (b) your total number of employees as previously notified to WTWS.

WTWS reserve the right to increase the Subscription Fee or ask for an additional payment in addition to the Subscription Fee for the current period in the event of such change in circumstances. Such amounts shall be payable within 30 days of the date of the relevant invoice.

4.3 You will ensure that Authorised Users comply with the terms of use of the Services in this agreement and (without limitation) do not:

- (a) copy, print out or otherwise reproduce any Know-how nor any material relating to any part of the Services, except as permitted under this agreement or authorised by us in writing;
- (b) make any part of the Know-how or of the Services available to anyone who is not an Authorised User;
- (c) alter any part of the Know-how or Services;
- (d) purport to assign or otherwise dispose of your rights under this agreement;
- (e) use the Services to the benefit of or on behalf of any party other than you; or
- (f) do, permit to be done or allow to be done any thing that may infringe clauses 3.2, 3.3 or 6..

4.4 You shall exercise all possible care to ensure the safety of usernames and passwords issued to you or your Authorised Users, and will prevent such usernames and passwords becoming known to any person other than the Authorised User to whom it was issued. If the use of the Services has been made by way of username and password, such use shall be presumed to have been authorized by you. You will ensure that nobody other than the relevant Authorised User accesses the Know-how or Services using accounts created with that Authorised User's username and password. If a username or password is disclosed in breach of this clause, then you must immediately notify us in writing.

4.5 You acknowledge and agree that WTWS and our licensors own all intellectual property rights in

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BCARM. Except as expressly stated in this agreement, this agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of BCARM or any related documentation.

- 4.6 You will indemnify and hold WTWS and WTWS's suppliers harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with your use of BCARM or breach of the terms of these terms and conditions (including, without limitation, for any breach of clauses 3 and 4), provided that WTWS make you aware of such claim, action, proceeding, loss, damage, expense or cost. This indemnity shall not apply where such claim, action, proceeding, loss, damage, expense or cost is incurred as a result of WTWS's negligence, breach of this agreement or breach of the applicable law.
- 4.7 You are responsible for configuring your information technology, computer programmes and platform in order to access the Services.
- 4.8 You shall maintain up to date virus protection software provided by a reputable company and shall further comply with such specification as may be required by WTWS from time to time and shall ensure that any data transmitted by you or on your behalf shall be free of all viruses.
- 4.9 By submitting any individual's personal information to WTWS or its affiliates, service providers and agents, you agree, and confirm your authority from such other individual, to WTWS's collection, use and disclosure of such personal information in accordance with WTWS's privacy policy.

5 OUR OBLIGATIONS

- 5.1 WTWS shall make the Services available to you (subject to clauses 5.5 and 8.6).
- 5.2 Where WTWS acts as 'data controller', WTWS will process personal data in accordance with the privacy statement on its website. Where WTWS acts as 'data processor', WTWS will process personal data in accordance with the data processing terms set out in the annex.

- 5.3 WTWS will take reasonable steps to ensure that data files WTWS supply to you as part of the Service are virus-free. However, WTWS does not warrant that the data files shall be virus-free.
- 5.4 WTWS will use its reasonable endeavours to ensure that Subscriber Data that is stored on WTWS's equipment is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that WTWS uses its reasonable endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. WTWS shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by WTWS to perform services related to Subscriber Data maintenance and back-up).
- 5.5 WTWS will use its reasonable endeavours to ensure that the Services are provided continuously and that access to BCARM is not interrupted by any event within its control but the parties acknowledge that from time to time there may be temporary periods where BCARM is unavailable for technological or other reasons. Where reasonably practicable, WTWS shall provide you, via the website at WTWS's discretion, with as much notice as reasonably possible in advance of any planned unavailability of or BCARM.

6 CONFIDENTIALITY

- 6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the

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receiving party which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

6.3 Each party shall use its reasonable endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this agreement.

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

6.5 You acknowledge that all information contained within or provided as part of BCARM is WTWS's Confidential Information.

6.6 WTWS acknowledges that the Subscriber Data is your Confidential Information.

6.7 This paragraph shall survive termination of this agreement, however arising.

7 DISCLAIMER

7.1 WTWS give you no warranty or assurance, except as set out in clause 5 above. WTWS declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law. For the avoidance of doubt, WTWS gives no warranties or assurances in respect of any external websites or portals accessed from BCARM, WTWS shall have no liability in respect of any loss or damage suffered by you as a consequence of your accessing such websites or portals and you shall be subject to the terms and conditions of such external websites or portals.

7.2 The Know-how is not intended to constitute a definitive or complete statement of the law on

any subject, nor is any part of it intended to constitute legal advice for any specific situation.

7.3 The Know-how may include archived information and resources, which may be incorrect or out of date.

7.4 WTWS give you no warranty or assurance that the Services and our means of delivering them are compatible with your software or computer configuration.

7.5 WTWS may change part or all of any Service at our discretion.

8 LIABILITY

8.1 This paragraph sets out WTWS's entire financial liability (including any liability for the acts or omissions of our employees, agents, suppliers and sub-contractors) to you in respect of:

(a) any breach of this agreement;

(b) any use made by you of BCARM or any part of BCARM; and

(c) any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this agreement.

8.2 Except as expressly and specifically provided in this agreement:

(a) you assume sole responsibility for results obtained from the use of BCARM, by you, and for conclusions drawn from such use. WTWS shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you in connection with BCARM, or any actions taken by us at your direction; and

(b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

8.3 Nothing in this agreement excludes WTWS's liability:

(a) for death or personal injury caused by our

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negligence; or

(b) for fraud or fraudulent misrepresentation.

8.4 Subject to clause 8.3 above:

(a) WTWS shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and

(b) WTWS's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

8.5 Under this paragraph, WTWS's liability includes that of any company in its group and respective agents, suppliers, employees and sub-contractors, includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Service, whether under this agreement or other agreement or in consequence of any misrepresentation, misstatement or tortuous act or omission, including negligence.

8.6 WTWS shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under the agreement or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, acts of third parties, accident, breakdown of plant or machinery, fire, flood or storm.

9 TERMINATION AND SUSPENSION

9.1 This agreement will terminate with immediate effect:

9.1.1 if you are in material breach of any of its terms and if the breach is not remedied within the period of twenty working days after written notice of it has been given to you; or

9.1.2 an order is made or a resolution is passed for your winding up or dissolution, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order against you; or

9.1.3 an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for you, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

9.1.4 a receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you, or if any other person takes possession of or sells your assets; or

9.1.5 you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way; or

9.1.6 you cease, or threaten to cease, to trade; or

9.1.7 you take or suffer any similar or analogous action in any jurisdiction in consequence of debt: or

9.1.8 there is a change of control of you (as defined in section 574 of the Capital Allowances Act 2001); or

9.1.9 WTWS is prohibited from supplying BCARM or from dealing with you by the

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FCA or any other regulator of WTWS from time to time.

9.2 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) subject to the exceptions in this subparagraph, you will delete the Know-how from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Know-how;
- (c) you will return to WTWS all of its and its suppliers' Confidential Information or other documentation or material provided to you by WTWS or WTWS's suppliers in connection with the Services;
- (d) WTWS will deal Subscriber Data in its possession in accordance with 1.15-1.17 of its data processing terms set out in the annex unless it receives, no later than ten days after the effective date of the termination or expiry of this agreement, a written request for the delivery to you of a copy of the then most recent back-up of the Subscriber Data. WTWS shall use reasonable commercial efforts to deliver a copy (in a format determined by WTWS at its sole discretion) to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by WTWS in delivering such copy; and
- (e) termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

9.3 Without prejudice to WTWS's rights under this clause 9 and elsewhere in this agreement, WTWS shall have the right to suspend this licence and authorisation and your access to

BCARM if WTWS believes that you are in breach of any of the terms of this agreement and in such circumstances you shall not undertake any activity in relation to the Services until such time as WTWS notify you in writing that the period of suspension is terminated.

10 GENERAL PROVISIONS

10.1 The rights provided under this agreement are granted to you only, and shall not without WTWS's prior written consent be considered granted to any subsidiary or holding company. You may not, without such prior written consent of WTWS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

10.2 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by an Authorised User or any other third party.

10.3 You are responsible for all acts and omissions of your Authorised Users (and any other person whom you permit or allow to access the Services, or whom accesses the Services through usernames and/or passwords issued to you or your Authorised Users) as though they were acts and omissions of you.

10.4 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

10.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

10.6 This agreement and the Subscription Fee invoice constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation,

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warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.

- 10.7 These terms and conditions are part of and are incorporated into any contract between us for the provision of the Services.
- 10.8 English law governs this agreement and the parties submit to the non-exclusive jurisdiction of the English courts.

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ANNEX - DATA PROCESSING TERMS

Interpretation

1.1 The following definitions apply in these terms:

Access Requests: requests made by a data subject to exercise any rights of data subjects under the Data Laws in relation to Company Data.

Appropriate Safeguards: such legally enforceable mechanism(s) for transfers of Company Data as may be permitted under the Data Laws from time to time.

Company Data: any information relating to a data subject received by WTWS from or on behalf of the Company and its contractors, employees, agents and representatives.

Controller: has the meaning given to that term (or the term 'data controller') in the Data Laws.

Data Breach: any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Company Data.

Data Laws: the Data Protection Act 1998 and the General Data Protection Regulation, any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.

data subject: an identified or identifiable natural person.

GDPR Date: 25 May 2018 (or such other date on which the General Data Protection Regulation first has binding legal effect in the United Kingdom).

Processor: has the meaning given to that term (or the term 'data processor') in the Data Laws.

Sub-Processor: another Processor engaged by WTWS for carrying out processing activities in respect of Company Data on behalf of the Company.

WTWS: Walk the Walk Solutions Limited, a company with registered number 6675662

and registered offices at 66 Prescott Street, London, E1 8NN

1.2 These terms shall remain in force for a period of 12 months following the end of the performance of the relevant services.

Controller and Processor

1.3 The parties acknowledge that the Company is the Controller and WTWS is the Processor in respect of any Company Data.

1.4 WTWS shall process the Company Data in compliance with the obligations of Processors under the Data Laws.

- 1.5 The Company warrants and represents that:
- (a) it shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations relating to WTWS's performance of the relevant services;
 - (b) all Company Data shall, prior to such data being provided to WTWS, comply in all respects with the Data Laws, and WTWS shall be entitled to process the Company Data for the purposes set out in paragraph 1.7;
 - (c) all instructions given by the Company to WTWS in respect of the Company Data shall be in accordance with the Data Laws; and
 - (d) it is satisfied that WTWS's processing operations are suitable to enable WTWS to process Company Data, and WTWS has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the Data Laws.

Instructions and details of processing

1.6 Where WTWS processes Company Data on the Company's behalf, WTWS shall:

- (a) process the Company Data only in accordance with the Company's documented instructions (unless

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- required to do otherwise by the Data Laws);
- (b) notify the Company if the Data Laws requires WTWS to process Company Data other than in accordance with the Company's documented instructions; and
- (c) notify the Company if WTWS believes that an instruction infringes the Data Laws.

1.7 WTWS's processing of Company Data shall consist of:

- (a) The Company's customer's employee(s) name, telephone number, email, address and particulars of their working environment, including but not limited accidents or incidents that could occur during the course of their employment
- (b) relating to the Company's and the Company's customers' employees, consultants, agents and contractors;
- (c) which shall be processed for the duration of the performance of the relevant services; and
- (d) for the purpose of providing online risk management services.

Technical and organisational measures

1.8 WTWS shall implement and maintain appropriate technical and organisational measures:

- (a) in relation to the processing of Company Data by WTWS; and
- (b) as from the GDPR Date, taking into account the nature of the processing, to assist the Company insofar as is possible in the fulfilment of the Company's obligations to respond to Access Requests.

Using staff and other processors

1.9 WTWS shall:

- (a) use Sub-Processor to deliver parts of the services as required;
- (b) appoint Sub-Processors only under a written contract containing materially the same obligations as in these terms; and
- (c) as from the GDPR Date, ensure that all WTWS personnel authorised to process Company Data are subject to binding written contractual obligations to keep the Company Data confidential (except where disclosure is required in accordance with the Data Laws).

Assistance with Company's compliance and data subject rights

1.10 WTWS shall refer all Access Requests it receives to the Company without undue delay.

1.11 As from the GDPR Date, WTWS shall provide such reasonable assistance as the Company reasonably requires (taking into account the nature of processing and the information available to WTWS) to the Company in ensuring compliance with the Company's obligations under Data Laws with respect to:

- (a) security of processing;
- (b) data protection impact assessments;
- (c) prior consultation with a supervisory authority regarding high-risk processing; and
- (d) notification to the supervisory authority and/or communications to data subjects by the Company in response to a Data Breach;

provided the Company shall pay WTWS for providing the assistance on a time and materials basis in accordance with WTWS's then-current standard hourly rates.

International data transfers

1.12 The Company agrees that WTWS may transfer Company Data:

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- (a) relating to the Company's, and the Company's customers' employees, consultants, agents and contractors
- (b) for the purpose of providing online risk management services to the Company's customers
- (c) to countries outside the United Kingdom ;

provided all such transfers shall (to the extent required by Data Laws) be protected by way of Appropriate Safeguards and be in accordance with Data Laws. The provisions of these terms shall be the Company's documented instructions.

Records, information and audit

1.13 WTWS shall, in accordance with Data Laws:

- (a) maintain written records of all categories of processing activities carried out on behalf of the Company; and
- (b) make available to the Company such information as is reasonably necessary to demonstrate WTWS's compliance with the obligations of Processors under Data Laws, and allow for and contribute to audits, including inspections, by the Company for this purpose, subject to the Company:
 - (i) giving WTWS reasonable prior notice of such information request, audit and/or inspection being required by the Company;
 - (ii) ensuring that all information obtained or generated by the Company in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable laws);

- (iii) ensuring that such audit or inspection is undertaken during WTWS's normal business hours with minimal disruption to WTWS's or any Sub-Processor's business; and
- (iv) paying WTWS for assisting with the provision of information and allowing for and contributing to inspections and audits on a time and materials basis in accordance with WTWS's then-current standard hourly rates.

Breach notification

1.14 In respect of any Data Breach involving Company Data, WTWS shall notify the Company without undue delay, and provide the Company with details of the Data Breach.

Deletion or return of Company Data

- 1.15 At the end of the performance of the services the Company Data will be archived by WTWS and its Sub-processors unless requested in writing by the Company to either delete or return all the Company Data to the Company in such form as the Company reasonably requests within a reasonable time.
- 1.16 After 12 months of the end of the performance of the services all Company Data will be deleted by WTWS and its Sub-processors unless WTWS or its Sub-processors have provided advice to the Company as part of the delivery of the Services and therefore is a Data Controller, in which case the relevant Company Data will be retained for 7 years from the end of the performance of the Services.
- 1.17 WTWS shall delete existing copies (unless storage of any data is required by applicable laws, or unless WTWS is a Controller in relation to that data at the relevant time).