

C N Global Ltd Terms and Conditions

1. Definitions

In this Agreement:

“The Customer” refers to the person or the firm who purchases support services from C N GLOBAL LTD.

C N GLOBAL LTD Ltd Company Number: 3396320 VAT Number: 692184610

“Additional Charges” means charges which arise over and above the stated fees, consisting of

i. Additional charges from C N GLOBAL LTD’s suppliers, which C N GLOBAL LTD passes on to the Customer.

ii. Additional items for additional work and/or additional work undertaken on a time and materials basis for the Customer.

“Agreement” means these terms and conditions together with the description of services contained within the Proposal/Quote, as amended from time to time in accordance with the amendment terms.

“Proposal” means the C N GLOBAL LTD proposal/quotation I, which the Customer is deemed to have read and accepted including the description of Services, pricing and conditions.

“Documentation” means any documentation describing any items, their configuration or licensing and warranty within the Services provided by C N GLOBAL LTD to the Customer.

“Licensed Materials” means any software and/or Documentation licensed to the Customer under this Agreement.

“Service Commencement Date” means the actual date C N GLOBAL LTD notifies the Customer that the Services are enabled.

Services to the Customer.

“Services” means the C N GLOBAL LTD IT Services ordered by the Customer (As set out in the Proposal).

“Support” means the provision of a helpdesk or support service by C N GLOBAL LTD to the Customer.

“C N GLOBAL LTD Network” means C N GLOBAL LTD’s host computers and network switches.

“Legislation” means any act of UK Parliament or subordinate legislation and any enforceable community right within in the meaning of the European Communities Act 1972 as amended from time to time.

2. Term of Agreement, Commencement of Service.

2.1 This Agreement shall commence on the Service Commencement Date and shall continue during the Service Period of no less than 1 calendar year and thereafter for each subsequent year.

2.2 This Agreement will terminate if either C N GLOBAL LTD or the Customer gives to the other party not less than 90 days’ prior notice in writing effective on the expiry of the Service Period or on the expiration of any subsequent Year

2.3 C N GLOBAL LTD shall use all reasonable endeavours to provide the Services from the Service Commencement Date.

3. Licensed Materials

3.1 If C N GLOBAL LTD supplies software to enable the Customer to connect to the C N GLOBAL LTD Network, C N GLOBAL LTD hereby grants to the Customer a non-exclusive license to use the Licensed Materials as permitted herein.

3.2 The Customer may use the software to connect to the C N GLOBAL LTD Network and use in the manner for which it was designed and make copies of the software for the purpose of backup only. The Customer may not, sell, assign, transfer, lease, grant licenses over or distribute the software to third parties without the written permission of C N GLOBAL LTD for which a fee maybe payable.

4. Service Provisions

4.1 C N GLOBAL LTD will use it's reasonable endeavours to provide prompt and continuing services but will not be liable for any loss of profit or loss of data resulting from ISP outages, or service interruptions caused by events beyond the control of C N GLOBAL LTD or outside the C N GLOBAL LTD Network, or to the extent of errors or omissions of the Customer. C N GLOBAL LTD specifically excludes any warranty as to the accuracy of information transmitted through the Services. C N GLOBAL LTD is not responsible for what occurs at the ISP, nor if an operator's telephone network is non-operational. C N GLOBAL LTD exercises no control over, and accepts no responsibility for, the content of the information passing through the C N GLOBAL LTD Network.

4.2 From time to time certain servers, or the whole or part of the C N GLOBAL LTD Network used by C N GLOBAL LTD to provide the Services may be closed for routine repair or maintenance work. C N GLOBAL LTD or its authorised representative shall give as much notice as in the circumstances is reasonable (ideally a minimum of 48 hours) and C N GLOBAL LTD shall endeavour to carry out such works during the scheduled maintenance periods as published by C N GLOBAL LTD from time to time.

5. Improper Use and Liabilities

5.1 The Customer acknowledges that it may only use the Services for lawful purposes, and it shall observe all applicable codes of practice, and all rules of the relevant regulatory body throughout the duration of this Agreement.

5.2 The Customer warrants that it shall not (nor shall it authorize or permit any other party to) use the Services or the C N GLOBAL LTD Network to receive or transmit material which is in violation of any Legislation, or which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright), or otherwise unlawful.

5.3 The Customer shall not knowingly or recklessly transmit any electronic material (including viruses) through the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer or telephone systems owned by C N GLOBAL LTD. Any breach of these obligations shall entitle C N GLOBAL LTD to immediately terminate the Services to the customer without notice or refund.

5.4 The Customer acknowledges that C N GLOBAL LTD is unable to exercise control over the content of information passing over the C N GLOBAL LTD Network or via the Services, and C N GLOBAL LTD hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

6. Fees and Payment

6.1 The Customer shall be liable to pay the fees and charges listed in the Proposal together with any Additional Charges.

6.2 Payment shall be made at the times and in the manner specified below:

6.3 Monthly charges are invoiced and payable in full and in cleared funds within 30 calendar days of the invoice date without any set-off, unless by specific arrangement in writing between the parties and time for payment shall be the essence of this Agreement.

6.4 C N GLOBAL LTD also reserves the right to make agreed Additional Charges in writing if in the opinion of C N GLOBAL LTD there is a major change affecting this Agreement occasioned by Legislation or by government body.

6.5 C N GLOBAL LTD may require that the Customer enters into a direct debit arrangement before the Service Commencement Date, and C N GLOBAL LTD may suspend the Services without any liability to the Customer if the Customer refuses to enter into such an arrangement, or cancels that arrangement once commenced.

6.6 C N GLOBAL LTD's prices assume that the Customer settles all fees/invoices within the payment period. C N GLOBAL LTD reserves the right at its discretion to charge the higher of either the statutory rate of interest for late payments or interest at 2% per cent per month above the base lending rate of the Bank of England on any sum not paid on the due date, together with all costs of recovery. Such interest shall run from day to day and accrue until full payment has been made.

6.7 The Customer is required to notify C N GLOBAL LTD within ten (10) working days of its receipt of an invoice if it has any question, which would lead it to dispute an invoice or part thereof.

6.8 C N GLOBAL LTD reserves the right to withhold payment of premium rate monies in the event of outstanding fees/invoices or complaints which are investigated by a regulatory body until the complaint is resolved and may retain money to pay fines and administrative costs associated with processing the complaint.

6.9 The prices given do not include Value Added Tax (or similar sales taxes as may be introduced from time to time), or delivery or carriage charges, which will, where appropriate, be added to the amount of all fees at the prevailing rate.

7. Changes

7.1 C N GLOBAL LTD shall provide the Services which may be varied, modified or extended from time to time by C N GLOBAL LTD advising the Customer of these changes as soon as it is able.

7.2 The Customer agrees to notify C N GLOBAL LTD of any changes to the IT infrastructure, systems and services covered under the terms of the contract that might affect the ability of C N GLOBAL LTD to meet its support obligations to the Customer.

7.3 The Customer acknowledges that the price detailed in the Proposal may not be reduced by more than 15% of the annual fee, regardless of cause, without the written consent of C N GLOBAL LTD.

7.4 Any changes to the Services or scope of the Services provided under this Agreement must be agreed in writing prior to said changes becoming effective.

7.5 C N GLOBAL LTD reserves the right to alter these terms and conditions in line with changes in governance and/or internal process improvement.

7.6 Payment of any invoice confirms the Customer's acceptance of these terms and conditions.

7.7 The Customer acknowledges that if the amount of hardware supported is increased by 15% or more without the written consent of C N GLOBAL LTD, Additional Charges will be incurred regardless of cause.

8. Security

8.1 C N GLOBAL LTD reserves the right to alter security measures, including passwords, for the Services at any time and advise the Customer of these changes as soon as it is able.

9. Data Protection & GDPR

9.1 The Customer shall comply with the General Data Protection Regulation (GDPR) and the Telecommunications Regulations 1999, and any amendments or replacements thereof, including any legislation implementing Directive 97/66/EC in relation to the services operated by the Customer.

9.2 The Customer agrees that C N GLOBAL LTD or its authorised representative may put the Customer's name and other information obtained about it from the Proposal and sales process into a computerised directory for internal use only, until C N GLOBAL LTD or its authorised representative receive specific written instructions to the contrary from the Customer.

9.3 C N GLOBAL LTD accepts no responsibility for the loss or damage of data, due to hardware failure, file degradation, file damage, Customer misuse or accidental deletion.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement.

10.2.2 Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

10.2.3 as may be required by law, court order or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

10.4 This clause 10 shall continue to apply notwithstanding the termination of this Agreement.

11 Limitation of Liability

11.1 Nothing in this Agreement shall limit or exclude C N GLOBAL LTD's liability for:

11.2 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.2.1 fraud or fraudulent misrepresentation; or

11.2.2 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

11.3 Except as provided in this Agreement, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from this Agreement.

11.4 Notwithstanding any other provision of this Agreement, in no event shall C N GLOBAL LTD be liable to the Customer for any loss of profit, business data, contracts, revenues, or anticipated savings or any indirect or consequential loss of whatever nature, howsoever caused, whether occurring in contract, tort, negligence,

or otherwise.

11.5 Nothing in this Clause shall confer any right or remedy upon the Customer to which it would not otherwise be entitled.

11.6 The Customer will be entirely responsible for, and indemnifies C N GLOBAL LTD in respect of, the content of any messages provided by the Customer in using the Services provided by C N GLOBAL LTD, and the Customer undertakes to ensure that all persons authorised by the Customer to use the Services operate in an appropriate way.

11.7 The Customer acknowledges that content of messages must be strictly controlled so as not to give rise to legal consequences, and that from time to time C N GLOBAL LTD will issue notices in this regard.

11.8 The Customer is also responsible for, and will indemnify C N GLOBAL LTD against, any liability arising from:

11.8.1 The Customer failing to ensure that it is running services which fully comply with any of the applicable codes of practice and the rules of the relevant regulatory body and any relevant legal obligations

11.8.2 The Customer failing to provide C N GLOBAL LTD with full descriptions of their service, including marketing details.

11.8.3 Termination of the Agreement due to the Customer's breach of any obligation or clause of this Agreement.

11.9 This clause 11 shall survive termination of this Agreement.

12 Patents, Trademarks and Intellectual Property Rights

12.1 The Customer acknowledges that any and all of the trademarks, trade names, copyrights, patents and all other intellectual property rights used or embodied in or in connection with the provision by C N GLOBAL LTD of the Licensed Materials, Documentation and the Services are and shall remain the sole property of C N GLOBAL LTD and/or its licensors.

12.2 In the event that new inventions, designs or processes evolve in performance or as a result of this Agreement, the Customer acknowledges that the same shall belong to C N GLOBAL LTD unless otherwise expressly agreed in writing by C N GLOBAL LTD.

12.3 The Customer shall indemnify C N GLOBAL LTD fully against all liabilities of any nature whatsoever, including (without limitation) all costs and expenses which C N GLOBAL LTD may incur as a result of the Customer's infringement of any patent, trademark, trade names, copyright and all other intellectual property rights belong to C N GLOBAL LTD or other proprietary right of any third party (a) on activities or information provided by C N GLOBAL LTD; and/or (b) on following specifications of C N GLOBAL LTD.

13 Relationship of the Parties

13.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14 Injunctive Relief

14.1 Because a party's breach of any of its obligations hereunder may irreparably harm the other and/or its licensors and substantially diminish the value of the proprietary rights of the other and/or its licensors, the parties hereto each agree that if they breach any of their obligations the other party shall, without limiting its other

rights or remedies, be entitled to seek equitable relief (including but not limited to injunctive relief) to enforce the obligations of the party in breach hereunder and to protect the other's and/or its licensors' proprietary rights.

15 Force Majeure

15.1 For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of C N GLOBAL LTD including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of C N GLOBAL LTD or any other party), failure of a utility service or transport network, act of God, war, cyber attacks, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 C N GLOBAL LTD shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents C N GLOBAL LTD from providing any of the Services for more than 8 weeks, C N GLOBAL LTD shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Customer.

16 Termination & Suspension of Service

16.1 Without limiting its other rights and remedies, C N GLOBAL LTD may terminate this Agreement with immediate effect by giving written notice to the Customer if:

16.1.1 the Customer fails to pay any sum due hereunder by the due date.

16.1.2 the Customer is in breach of the applicable codes of practice or the rules of the relevant regulatory body.

16.1.3 the Customer commits any breach of any term of this agreement (other than one falling within 16.1a or 16.1b above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) calendar days of a written request to remedy the same or within such other time as may be expressly requested by C N GLOBAL LTD; and

16.1.4 Either party may terminate this Agreement with immediate effect by written notice to the other if:

16.1.5 the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or by any amendment or replacement thereof which may be issued from time to time) or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the other's business or assets or if a petition is present or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

16.1.6 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

16.2 Subject to the limitations of the liability of either party contained in any part of this document, any termination of this Agreement pursuant to this Clause 15 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is

expressly or by implication intended to come into or continue in force on or after such termination.

16.3 Upon termination of this Agreement, howsoever caused, the Customer shall immediately stop all use of any Licensed Materials (if any) and use of Services owned by C N GLOBAL LTD and promptly return to C N GLOBAL LTD (or at C N GLOBAL LTD's option destroy and certify in writing to C N GLOBAL LTD that it has destroyed) the original and all copies of any Licensed Materials, documentation including but not limited to all archival copies, compilations, translations, partial copies, updates, and modifications, if any, and delete all copies of any such items from the Customer's computer hardware and any other hardware or storage facilities.

16.4 The Customer accepts that C N GLOBAL LTD may suspend without incurring any liability to the Customer any Services immediately at the request of the relevant regulatory body, if a service is the subject of a complaint, or appears to be in breach of the applicable codes of practice.

16.5 C N GLOBAL LTD may, and at its sole discretion and without incurring any liability to the Customer, elect to suspend any or all Services forthwith in the event that:

16.5.1 The Customer fails to comply with any provision of this Agreement; or

16.5.2 C N GLOBAL LTD is entitled to terminate this Agreement; or

16.5.3 such suspension is for the purpose of carrying out scheduled or emergency maintenance provided that prior reasonable notice is given to the Customer; or

16.5.4 the Customer becomes subject to any of the events listed in clause 15.2, or C N GLOBAL LTD reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

17 Post Termination Restrictions

17.1 The Customer shall not either directly or indirectly canvass, solicit, seek to employ or directly or indirectly engage in the capacity of director, manager, partner, consultant, agent, employee or otherwise any employee of C N GLOBAL LTD at any time during the tenure of the Agreement or for 12 months immediately following the termination of this Agreement without the written consent of C N GLOBAL LTD. This restriction is considered fair and reasonable by the parties but if any part of it is found to be unenforceable then the restriction shall apply with such modification as may be necessary to make it valid and effective.

18 Notices

18.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at their last known address or registered office.

18.2 Any notice shall be deemed to have been duly received:

18.2.1 if delivered personally, when left at the address referred to in this clause; or

18.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second business day after posting; or

18.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19 Invalidity and severability

19.1 If any provisions of this Agreement are found by any court or administrative

body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for an invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

20 Entire agreement and Amendment

20.1 This Agreement between C N GLOBAL LTD and the Customer constitutes the entire agreement between the parties hereto as to the subject matter hereof and supersedes all prior communications, representations and agreements relating to the subject matter hereof, whether written or oral, and the parties hereby acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in this Agreement and waive any right they may have in respect of any misrepresentation not expressly contained in this Agreement unless such misrepresentation was made fraudulently and/or to rescind this Agreement.

20.2 C N GLOBAL LTD reserves the right from time to time, to issue to the Customer variations to this Agreement, which shall be binding on the Customer unless the Customer notifies C N GLOBAL LTD to the contrary in writing.

21 Third Party Rights

21.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

22 Assignment

22.1 The Customer shall not be entitled to assign, transfer, charge, subcontract or deal with in any other manner this Agreement (or any part thereof) nor all or any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Materials.

22.2 C N GLOBAL LTD may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

23 Press, Publicity and Public Announcements

23.1 Neither party shall make any press statement, publicity statement or announcement nor publish or actively participate in any article concerning the subject matter of this Agreement without advising the other party hereto and agreeing with the other the content of such. However, shortly after entering into this Agreement the Customer consents to agreeing with C N GLOBAL LTD a brief statement, which C N GLOBAL LTD may issue on or shortly after the Service Commencement Date. C N GLOBAL LTD may later request the Customer to agree to more detailed statements, but shall only produce such after the Customer's agreement thereto. The foregoing shall not prevent basic disclosure by either party in accordance with financial, investment or auditing disclosures required by law or regulatory authorities, nor disclosure by C N GLOBAL LTD of message content or sender details as may be required by law or regulatory authority.

24 Law

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (Including non-contractual disputes or claims), shall

be governed by, and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.