



Efficient Compliant Safer Workplaces

MAIN SERVICES AGREEMENT

This agreement governs the procurement, acquisition and use of the products and services of dulann Ltd and dulann Compliance Solutions SL.

If the individual accepting this agreement is doing so on behalf of a company or any such legal entity, then such individual agrees that they have the authority to bind themselves, the company, or any legal entity, to the terms and conditions of this Main Services Agreement.

Any individual hereby agrees to the terms and conditions of this Main Services Agreement if they:

- (a) execute an order form or quotation that references this agreement,
- (b) uses free products or services,
- (c) clicks a box indicating acceptance, or
- (d) uses products and services as part of the services provision to another client.

The term “Customer” refers to any individual, company, or legal entity that has fulfilled any of the criteria above.

If the individual accepting this Main Services Agreement, does not agree with the terms and conditions, this individual should not accept this agreement and may not use the services of dulann Ltd, or dulann Compliance Solutions Ltd.

Competitors are prohibited from accessing the products and services of dulann Ltd and dulann Compliance Solutions Ltd.

Products and services may not be accessed for monitoring purposes of any kind.

This agreement was last updated on 1st July 2024. It is effective between the “Customer”, dulann Ltd and dulann Compliance Solutions SL as of the date of the Customer’s accepting this Main Services Agreement (the “Effective Date”).

NOW IT IS HEREBY AGREED by and between the Parties as follows:

1. INTERPRETATION

1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meaning:

“1980 Act” means the Sale of Goods and Supply of Services Act 1980;

“Agreement” means this Main Services Agreement, its schedules and amendments annexed hereto, as amended from time to time in writing by the Parties;

“Applicable Law” means all laws, regulations, instruments, handbooks, codes of conduct, conduct of business rules, guidelines, guidance notes or similar instruments, which are legally binding and not discretionary applicable to the provision of the Services as contemplated by this Agreement;

“Business Day” means any day on which dulann Ltd (as defined hereafter) is open for business in Ireland;

“Quote” means a document provided by dulann & dulann Compliance Solutions to the Customer that sets out the products to be provided, and the services to be performed. Execution of this Quote by the Customer constitutes acceptance of the terms and conditions of the Main Services Agreement.

“Order form” means the ‘Quote’ document when executed by the Customer.

“Charges” means the payments payable by the Customer to dulann & dulann Compliance Solutions in consideration for the provision of the Services in accordance with the rates as set out in the order form/quotation;

“Confidential Information” means any confidential information disclosed to the Customer concerning the business, affairs, clients, Customers, suppliers, operations, processes, plans, product information, technical or commercial know-how, designs, trade secrets, software, market opportunities, specifications, inventions or initiatives of dulann & dulann Compliance Solutions which may come within the Customer’s knowledge pursuant to this Agreement;

“Deliverables” means all documents, products and materials developed by dulann & dulann Compliance Solutions or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);

“Document” means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Parties” means dulann / dulann Compliance Solutions and the Customer and “Party” shall be construed accordingly;

“Personnel” means the employees, agents and/or contractors working for or on behalf of a Party;

“Property” means all certificates, discs, books, proposal and other forms, policy and renewal documents, cover notes, prospectuses, advertising material, show cards, books, stationery, official documents and materials of every other description furnished by dulann & dulann Compliance Solutions for use by the Customer in connection with the business of dulann & dulann Compliance Solutions during the term of this Agreement;

“Services” means the services to be provided by dulann & dulann Compliance Solutions under this Agreement as set out in the order form/quotation

“Subcontractors” means any third party other than the Parties to this Agreement who may perform some or all of the Services from time to time in accordance with this Agreement;

“Territory” means the Republic of Ireland;

“VAT” means value added tax chargeable under Irish law and any similar replacement or additional tax; “dulann Group” means any member of the dulann Group.

1.2 For the purposes of this Agreement the following interpretations shall apply:

- (a) References in this Agreement to a statute or statutory provision shall be deemed also to refer to any statutory modification, re-enactment or consolidation thereof or any statutory instrument, order or regulation made thereunder or under any such modification, re-enactment or consolidation;
- (b) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations and vice versa;
- (c) Headings used in this Agreement are for ease of reference only and shall not affect the construction or the interpretation of any provision hereof;
- (d) The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules;
- (e) References to this Agreement or any other agreement or document contained herein shall be deemed to refer to such agreement or document as the same may be amended or supplemented or substituted from time to time; and
- (f) Reference to "including" or "includes" does not limit the scope of the meaning of the words either preceding or following it as the context so requires.

2. PURCHASE OF SERVICES

2.1 dulann & dulann Compliance Solutions shall provide Services to the Customer on the terms and conditions set out in this Agreement on a non-exclusive basis.

2.2 The terms and conditions set out in this Agreement shall prevail over any inconsistent terms or conditions contained, or referred to, in dulann or dulann Compliance Solution's order form / quotation, confirmation of order, or specification or other document supplied by dulann & dulann Compliance Solutions, or implied by trade custom, practice or course of dealing.

2.3 dulann & dulann Compliance Solutions shall:

2.3.1 comply with all Applicable Law (including for the avoidance of doubt the 1980 Act);

2.3.2 obtain and pay for all licences, permits and consents necessary for the provision of the Services in accordance with Applicable Law; and

2.3.3 provide the Services in accordance with the service levels set out in Schedule 1 of this Agreement.

3 DURATION

3.1 This Agreement shall be for an initial period of 36 months, and shall be reviewed on 1st of the 30th Month ("the Review Date"). If either party does not wish to renew the Agreement, either party may terminate the Agreement by serving written notice on or before the next Review Date (and the termination date will be the next anniversary of the Effective Date) and if not so terminated, the Agreement shall continue in force (unless terminated by dulann or dulann Compliance Solutions in accordance with clause 12 hereof).

4. RELATIONSHIP MANAGEMENT

Each Party shall appoint a representative to act as its principal point of contact between the Parties for the purposes of this Agreement (each of them a “Representative”) and the Representatives are tasked with monitoring the ongoing workings of this Agreement with a view to solving any problems encountered.

5. CHARGES AND PAYMENT

5.1 In consideration of the provision of the Services, the Customer shall pay the Charges in accordance with the Fees outlined in the order form / quote, and Invoicing terms under Schedule 2 of this Agreement.

5.2 dulann & dulann Compliance Solutions shall notify the Customer of any request for a price increase in writing.

5.3 dulann & dulann Compliance Solutions shall submit itemised quarterly invoices and such supporting documentation as the Customer shall reasonably require in respect of the Services provided during the next quarter.

5.4 The Customer shall pay each invoice which is properly due and submitted by dulann & dulann Compliance Solutions on or before the Invoice due date.

5.5 If payment is not received on or before the Invoice due date, then a warning will appear on the dulann & dulann Compliance Solutions compliance management system informing the Customer that services may be suspended if payment is not received within 30 days.

5.6 If payment is not received 30 Days after the Invoice due date, then services are suspended immediately, archived after 60 days, and cancelled after 90 days. Re-activating an account:

5.6.1 Suspended accounts can be reset for a fee of €1300.

5.6.2 Archived accounts can be reset for a fee of €2600.

5.6.3 Cancelled accounts cannot be retrieved and all data is lost.

5.7 In the event that the Customer disputes an invoice submitted by dulann & dulann Compliance Solutions (the “**Original Invoice**”), the Customer shall fully co-operate and provide to dulann & dulann Compliance Solutions such information as dulann & dulann Compliance Solutions shall reasonably require to resolve the dispute.

5.8 In the event that VAT is applicable it shall be shown separately on all invoices. The net price on the invoice shall be deemed to include all other taxes (excluding VAT), levies and duties and all packaging, carriage, freight and insurance charges.

5.9 Services for setup, configuration, training, and all bespoke and customised services are collected 50% on receiving order and 50% on client access.

5.10 The Customer accepts that no work will be carried out by dulann & dulann Compliance Solutions whilst a Customer account is in arrears as a result of the nonpayment of an invoice past the invoice due date.

6. QUALITY OF THE SERVICES

- 6.1 dulann & dulann Compliance Solutions hereby warrants that:
- 6.1.1 it has the power to enter into this Agreement and has obtained all necessary approvals to do so;
 - 6.1.2 it will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - 6.1.3 the Services will conform with all descriptions and specifications provided to the Customer by dulann & dulann Compliance Solutions; and
 - 6.1.4 the Services will be provided in accordance with all Applicable Law and dulann & dulann Compliance Solutions will inform the Customer as soon as it becomes aware of any changes in Applicable Law.
- 6.2 dulann's rights and the rights of dulann Compliance Solution under this Agreement are in addition to the statutory terms implied in favour of dulann & dulann Compliance Solutions by the 1980 Act.
- 6.3 The provisions of this Clause 7 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by dulann & dulann Compliance Solutions.
- 6.4 Dulann & dulann Compliance Solutions shall provide the Services in accordance with the following service levels:

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: Office Hours
- Email support: Office Hours

Service Requests

In support of services outlined in this Agreement, dulann & dulann Compliance Solutions will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- P1 - Bug. System doesn't work because of an IT or onboarding issue. Response Time Maximum 24 Hours. Resolution Time Maximum 48 Hours. Fix Guaranteed. Non Billable.
- P2 - Not a bug but relates to poor UX where client cannot use the system without frustration. Response Time Maximum 24 Hours. Resolution Time Maximum 7 Days. Fix Guaranteed. Non Billable.
- P3. Improve User Experience. The Customer can do everything that they need to do, but is not following the approved way of doing it i.e. the Customer would like to do it their own way, or take a step out of a process. Response Time Maximum 7 Days. Resolution Time Maximum 6 Months. Enhancement Not Guaranteed. Billable or Non Billable.
- P4. Additional Functionality: Response Time Maximum 7 Days. Resolution Time Maximum 6 Months. Enhancement Not Guaranteed. Customer Contribution may be required. Billable or Non Billable.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 dulann & dulann Compliance Solutions are the beneficial owners of any Intellectual Property Rights associated with the Services. For the avoidance of doubt the Customer assigns any and all Intellectual Property Rights associated with the services to dulann & dulann Compliance Solutions.
- 7.2 The Customer shall, promptly at dulann & dulann Compliance Solution's request, do (or procure to be done) all such further acts and things and execute or procure the execution of all such other documents as dulann & dulann Compliance Solutions may from time to time require for the purpose of securing for dulann & dulann Compliance Solutions the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to dulann & dulann Compliance Solutions in accordance with this clause 8.
- 7.3 The Customer retains all and any Intellectual Property rights associated with the Customer's own content placed on the compliance management system.

8. INDEMNITY

- 8.1 dulann & dulann Compliance Solutions provides the services listed in the order form / quote only. . dulann & dulann Compliance Solutions do not provide consultancy services or subject matter expertise in the areas of EHS, Quality Assurance, ESG, Learning, Training, or Maintenance. The Customer must satisfy themselves that their usage of our services, including any courses, lessons, forms, data, processes and procedures including training, is fit for purpose and meets all requirements.
- 8.2 The Customer shall indemnify and hold dulann & dulann Compliance Solutions harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, dulann & dulann Compliance Solutions as a result of or in connection with:
- 8.2.1 any alleged or actual infringement, whether or not under Irish law, of any third party's Intellectual Property Rights or other rights arising out of the supply of the Services or the use of the Deliverables; or
- 8.2.2 any claim made against dulann & dulann Compliance Solutions in respect of any liability, loss, damage, injury, cost or expense sustained by dulann & dulann Compliance Solution's employees or agents or by any Customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by the Customer.
- 8.3 During the term of this Agreement and for a period of 5 years thereafter, the Customer shall maintain in force, with a reputable insurance company, professional indemnity insurance in respect of all risks which would normally be insured against by a prudent businessperson in connection with an agreement of this nature and shall, on dulann & dulann Compliance Solutions's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

9. LIMITATION OF LIABILITY

9.1 To the extent that Applicable Law allows, and subject to clause 9, neither Party shall be liable for any indirect, incidental, consequential, special or punitive damages caused by it arising out of or relating to its performance under this Agreement, which for the avoidance of doubt shall include any loss of income, profits or savings arising out of or in connection with this Agreement.

9.2 To the extent that Applicable Law allows a limitation of liability, the maximum aggregate amount dulann & dulann Compliance Solutions is liable to the Customer for all claims and losses (including damages, legal, costs, interest and any reasonable expenses), whether resulting from a breach of contract, breach of statutory duty, negligence and tortious acts or omissions, shall in aggregate not exceed the amount remaining due under this Agreement, together with any interest thereon.

The limitation of liability at this clause 10 shall not apply:

9.2.1 for such acts or omissions as a result of fraud, willful misconduct or gross negligence;

9.2.2 for such acts or omissions which cause death or personal injury; or

9.2.3 for any loss which by law cannot be excluded or limited

10. CONFIDENTIALITY

10.1 The Customer shall keep in strict confidence all Confidential Information that has been disclosed to the Customer by dulann, dulann Compliance Solutions, its employees, consultants, agents or subcontractors, and any other confidential information concerning dulann & dulann Compliance Solution's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such Confidential Information to such of its employees, consultants, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations to dulann & dulann Compliance Solutions pursuant to this Agreement. The Customer shall ensure that such employees, consultants, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

10.2 Save as otherwise provided in this Agreement, the Customer agrees to maintain in confidence and not disclose, reproduce or copy any Confidential Information provided to the Customer.

10.3 The Customer shall indemnify dulann & dulann Compliance Solutions from and against all action, proceedings, claims and demands which may be brought or made against it and all losses, costs, charges, damages and expenses which dulann & dulann Compliance Solutions may incur or sustain or become liable for by reason of any breach by the Customer of this clause 11.

11. DATA PROCESSING

This Agreement sets out the terms, requirements and conditions on which dulann & dulann Compliance Solutions will process Personal Data when providing services to the Customer.

11.1 Section A: Agreed Obligations
The following definitions apply:

“Data Protection Legislation” the Data Protection Acts 1988 - 2018, the European Communities

(Electronic Communications Networks & Services) (Privacy and Electronic Communications) Regulations 2011, the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any legislation enacted pursuant to the GDPR.

“Data Subject” an individual who is the subject of Personal Data.

“Personal Data” means any information relating to an identified or identifiable natural person that is processed by the Service Provider as a result of, or in connection with, the provision of the services under the Original Services Agreement; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing, processes and process” either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

“Personal Data Breach” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

- 11.1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, The Customer is the data controller and the dulann & dulann Compliance Solutions is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of processing, the duration of the processing by dulann & dulann Compliance Solutions and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject are set out in Section B of this Agreement.
- 11.1.3 To the extent dulann & dulann Compliance Solutions processes personal data, dulann & dulann Compliance Solutions acknowledges that in performing its obligations under this Agreement, dulann & dulann Compliance Solutions may process personal data received from The Customer within the meaning of the Data Protection Legislation and subject to any relevant obligations set out in the Agreement. In such circumstances dulann & dulann Compliance Solutions shall:
 - only process personal data in accordance with applicable Data Protection Legislation and solely as necessary for the performance of its obligations under this Agreement or otherwise in accordance with The Customer’s documented instructions.
 - implement such technical and organisational security measures to guard against the loss, destruction, corruption or alteration of personal data as are required to safeguard the personal data from unauthorised or unlawful processing or accidental loss, alteration, disclosure, destruction or damage,

which measures shall be in accordance with the requirements of Data Protection Legislation having due regard for the nature of the personal data concerned, the nature, scope, context and purposes of the processing, and that, having regard to the state of technological development and the cost of implementing any measures, such measures shall ensure a level of security appropriate to the risks to the rights and freedoms of data subjects that might result from unauthorised or unlawful processing or accidental loss, alteration, disclosure, destruction or damage.

- require that its employees, agents and subcontractors authorised to process the personal data enter into binding obligations with dulann & dulann Compliance Solutions or are otherwise subject to confidentiality obligations in order to maintain the levels of security and protection provided for in this Agreement;
- not transfer such personal data outside the European Economic Area without obtaining the prior written consent of The Customer and providing an adequate level of protection to any personal data that is transferred, by way of entering into the model form transfer provisions or providing other protections as permitted by applicable Data Protection Legislation provided any such arrangements shall be notified to The Customer in advance;
- assist The Customer, at The Customer'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, data protection impact assessments and consultations with supervisory authorities or regulators;
- in the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data, promptly upon becoming aware of such breach and no later than 48 hours thereafter, report the incident to The Customer and cooperate (to the extent reasonably practicable by reference to the nature of the processing and the information available to dulann & dulann Compliance Solutions) with The Customer's incident investigation requirements and the Parties acknowledge and agree that it is The Customer's responsibility to ensure that the incident is reported in accordance with the procedures required by the competent supervisory authority and applicable Data Protection Legislation;
- subject to The Customer giving dulann & dulann Compliance Solutions reasonable notice, dulann & dulann Compliance Solutions agrees to allow for and contribute to audits, including inspections, by The Customer or its auditor in order for The Customer to verify dulann's compliance and & dulann Compliance Solution's compliance with this Agreement. The costs and expenses in carrying out such audit shall be borne by The Customer. The scope and content of the audit shall be agreed in advance and restricted to The Customer's personal data and The Customer shall comply with any reasonable requirements or directions of dulann & dulann Compliance Solutions in order to respect and maintain its confidentiality and security obligations to third parties; and
unless otherwise agreed with The Customer on termination of this Agreement, at the direction of The Customer, dulann & dulann Compliance Solutions shall as soon as reasonably practicable return to The Customer or destroy, all copies of the personal data in its possession or under its control, except where dulann & dulann Compliance Solutions is required to retain a copy of such personal data pursuant to applicable law and to maintain complete and accurate records and information to demonstrate its

compliance with this clause.

11.1.4 dulann & dulann Compliance Solutions uses Microsoft Azure as a data sub-processor. Data is processed and/or stored in Microsoft Azure Data Centres in Ireland and a backup in the Netherlands. Dulann & dulann Compliance Solutions undertakes to inform The Customer Information of any changes in or appointments of additional data sub-processors in accordance with GDPR requirements. Azure Security Mechanisms are available from Microsoft.

11.2 Section B: Nature, Scope and Purpose of the Processing Personal Data

1	WHY IS THE DULANN & DULANN COMPLIANCE SOLUTIONS RECEIVING PERSONAL DATA (e.g., hosting etc)	To allow dulann & dulann Compliance Solutions to provide document management and compliance services as required for the correct operation of the supplied system.
2	DURATION OF PROCESSING	For as long as there is a legislative need to do so in line with the Purpose or as directed by the Data Controller.
3	THE TYPES OF PERSONAL DATA (e.g., names, contact details, etc.)	Names of The Customer Contractor, direct employees and members of the public. Addresses of The Customer Suppliers, Contractor and direct employees Phone Numbers of The Customer Contractor and direct employees Email address of The Customer Contractor and direct employees Photographs/ID of The Customer Contractor and direct employees Training records of The Customer Contractor and direct employees Limited information about accidents as required for accident reporting
4	CATEGORIES OF DATA SUBJECTS (e.g., employees, contractors, customers etc.)	Employees, contractors, contractors employees, members of the public

12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the Parties may have, dulann & dulann Compliance Solutions may terminate this Agreement without liability to the Customer on giving not less than six month's written notice to the Customer or immediately on giving notice to the Customer if:

12.1.1 the Customer commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of the Customer being notified in writing of the breach;

12.1.2 if the Customer, being an individual, dies or is adjudicated bankrupt, or being a company, other than for the purposes of a bona fide amalgamation or reconstruction, becomes insolvent or enters into liquidation or enters into a composition or arrangement with its

creditors or has a receiver appointed over all or any part of its assets or has an examiner appointed or being a partnership is dissolved; or

- 12.2 dulann & dulann Compliance Solutions shall also have the right to terminate this Agreement pursuant to the provisions of clause 13.3. Either party may terminate the Agreement in accordance with clause 13.2.
- 12.3 dulann & dulann Compliance Solutions may terminate this Agreement on giving not less than six (6) months written notice to the Customer of its intention to do so.
- 12.4 On termination of this Agreement the Customer shall immediately:
 - 12.4.1 return all Property to dulann & dulann Compliance Solutions;
 - 12.4.2 cease to use such Property and shall not retain any copies thereof;
 - 12.4.3 fulfil any purchase order(s) (if any) which have been correctly issued by the Customer in connection with this Agreement; and
 - 12.4.4 issue to dulann & dulann Compliance Solutions any invoices which relate to Services that have been provided under this Agreement which have not previously been issued.
- 12.5 The provisions of Clauses 8, 9, 10, 11, 12.4, 16.2, 22, and 27 shall continue in full force and effect without limit in point of time.
- 12.6 The termination of this Agreement shall be without prejudice to the rights or remedies of either Party accrued prior to such termination and shall not affect or relieve the Customer or dulann & dulann Compliance Solutions from any prior obligations imposed upon it by the terms of this Agreement.

13. FORCE MAJEURE

- 13.1 No delay or failure in performance by either Party hereto shall constitute default hereunder or give rise to any claim for damages or loss including anticipated profits if such delay or failure is caused by Force Majeure. Unless otherwise instructed by dulann & dulann Compliance Solutions, the Customer shall recommence performance as soon as possible after the Force Majeure has ceased.
- 13.2 Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the Party affected and which the said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; any form of Government intervention; war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, unusually severe weather conditions which could not reasonably have been anticipated; fires, explosions or other catastrophes; national or district strikes or any other concerted acts of workmen or other similar occurrences other than strikes or concerted acts of the Customer's workforce.
- 13.3 If any delay or failure in performance, as set out above, persists for seven (7) consecutive days or more, dulann & dulann Compliance Solutions shall have the right to terminate this Agreement by giving seven (7) days' notice in writing to the Customer.

14. COPYRIGHT

- 14.1 Under no circumstances may any of dulann's materials OR dulann Compliance Solution's materials pertaining to this Agreement be re-used for any purpose, without the express agreement

in writing of dulann & dulann Compliance Solutions. The copyright ownership of all material relating to this Agreement resides with dulann & dulann Compliance Solutions.

15. ASSIGNMENT

- 15.1 The Customer shall not assign, transfer, or delegate any of its obligations or rights under this Agreement or any part thereof to any third party without the prior written consent of dulann & dulann Compliance Solutions.
- 15.2 Dulann & dulann Compliance Solutions shall have the right to assign any or all of its rights and obligations deriving from this Agreement without the prior consent of the Customer.

16. SUB-CONTRACTING

- 16.1 This Clause 16 (Sub-Contracting) is without prejudice to the additional requirements of Clause 18.15, where applicable. The Customer shall not be entitled to delegate or subcontract any part of this Agreement and, in particular, shall not be entitled to grant access to any Confidential Information, to any Subcontractor without the prior written consent of dulann & dulann Compliance Solutions.
- 16.2 Each of the Parties hereby acknowledges that any approval by dulann & dulann Compliance Solutions of a Subcontractor arrangement shall not create any contractual relationship between dulann, dulann Compliance Solutions and the Customer.
- 16.3 The Customer shall be fully responsible to, and shall indemnify, dulann & dulann Compliance Solutions for any acts and omissions of any Subcontractor and nothing shall reduce the Customer's obligations under this Agreement.
- 16.4 The Customer shall carry out adequate due diligence on each Subcontractor prior to contracting with it and shall impose on each Subcontractor all applicable obligations of this Agreement by entering into a respective contract with such Subcontractor, which contract shall impose at least equivalent obligations on the Subcontractor as are placed on the Customer pursuant to this Agreement.
- 16.5 The Customer shall maintain all sub-contract records and documentation including correspondence between the Customer and the Subcontractors and shall preserve such documents for a minimum of three (3) years after termination of this
- 16.6 Agreement. The Customer shall make such records and documentation available to dulann & dulann Compliance Solutions as part of dulann's rights and the rights of & dulann Compliance Solutions of audit under clause 17 of this Agreement.

17. AUDIT

- 17.1 The Customer hereby agrees to allow dulann & dulann Compliance Solutions and/or its authorised representatives (including any financial, internal, external, security or privacy auditors, inspectors and competent regulators) to visit its premises and any other location associated with this Agreement to ensure that the Customer is discharging its responsibilities under this Agreement efficiently and to dulann & dulann Compliance Solution's satisfaction. Any such inspection or test, or failure to inspect or test, shall not in any way relieve the Customer from any of its obligations hereunder.
- 17.2 During the course of any audit carried out under clause 17.1, the Customer shall make available

one or more of its managers or senior officials with the appropriate level of expertise and authority to answer any reasonable enquiries of dulann & dulann Compliance Solutions and/or its authorised representatives (including any financial, internal, external, security or privacy auditors, inspectors and competent regulators).

17.3 The Customer shall provide to dulann & dulann Compliance Solutions on request such information and evidence as dulann & dulann Compliance Solutions shall reasonably require concerning the Charges and pricing arrangements.

17.4 The Customer shall maintain all records and documentation relating to this Agreement for a minimum of three (3) years after termination of this Agreement. The Customer shall on request make such records and documentation available to dulann & dulann Compliance Solutions without unreasonable delay, and, for the avoidance of doubt, at no cost to dulann & dulann Compliance Solutions.

18. NO PARTNERSHIP OR AGENCY

18.1 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.

19. NOTICES

19.1 Any notice or other communication given or made under this Agreement shall be in writing and in English and signed by or on behalf of the Party giving it and shall be served by hand, delivering it or sending it by registered post to the address and for the attention of the CEO at the registered office as set out in this Agreement (or as otherwise notified by that Party hereunder). Any such notice shall be deemed to have been received if hand delivered or sent by registered post, at the time of delivery, PROVIDED THAT if deemed receipt occurs before 9.00a.m. on a Business Day, the notice shall be deemed to have been received by 9.00a.m. on that Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00a.m. on the next Business Day.

20. OUTSOURCING

20.1 dulann & dulann Compliance Solutions has agreements with third party outsourcers to provide certain services on its behalf. The Customer hereby authorises dulann & dulann Compliance Solutions to provide such third party outsourcer with access to this Agreement, any related statement of work or purchase order as well as to the services and deliverables delivered hereunder provided that (a) such access and any use by third party outsourcers is solely for the benefit of dulann and other members of the dulann Group and the third party outsourcer may not use or access such services and deliverables for its own internal business purposes, and (b) the third party outsourcer is bound to dulann & dulann Compliance Solutions by confidentiality obligations.

21. ENTIRE AGREEMENT

21.1 This Agreement together with the agreements contemplated herein constitute the entire agreement between the Parties and understanding of the Parties in relation to its subject matter and supersedes all prior written and oral arrangements, understandings, representations, warranties, promises, terms, conditions or obligations and agreements between them in that regard. Each Party acknowledges that it is not relying and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly contained in this Agreement.

22. VARIATION

22.1 Any amendment to this Agreement must be in writing and duly signed for and on behalf of each Party to this Agreement and attached hereto.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which, when executed and delivered, shall constitute an original, all such counterparts together constituting but one and the same instrument.

24. WAIVER

24.1 No waiver by dulann & dulann Compliance Solutions of any breach by the Customer of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach.

25. SEVERABILITY

25.1 In the event that any of the provisions (or part of a provision) of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected and the Agreement shall apply as if the invalid and/or unenforceable provisions had not been included.

25.2 If any invalid, illegal or unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it valid, legal and enforceable.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement and all non-contractual obligations arising from or connected with it shall be governed and construed in accordance with the laws of Ireland. Each of the Parties hereby agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement and for such purposes the Parties irrevocably submit to the jurisdiction of such courts.