

## Walr Terms and Conditions

### 1. Introduction

- 1.1 This agreement comprises (i) the relevant order form (Order Form) and (ii) these terms and conditions (Conditions) (together, the Agreement). This Agreement is made between Walr Group Ltd (a company incorporated in England and Wales with company number 12963180, whose registered office is at 18 Crucifix Ln, London, SE1 3JW) (Walr) and the customer identified in the Order Form (the Customer). If there is a conflict between (i) these Conditions and (ii) the Order Form, these Conditions will prevail.
- 1.2 The Agreement governs the provision by Walr to the Customer of the Services specified in the Order Form. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 2. Provision of the Walr Platform Services

- 2.1 This clause 2 will apply where Walr has agreed to provide the Walr Platform Services to the Customer (as specified in the Order Form).
- 2.2 Subject to clause 4, Walr will provide the Walr Platform Services to the Customer.
- 2.3 Walr grants to the Authorised Users a limited, personal, non-exclusive, non-transferable right to access and use the Walr Platform Services solely for the purposes set out in the Platform Services Specification and in relation to the normal business operations of the Customer.
- 2.4 Except as permitted under this Agreement, the Customer must not (and must ensure that its Authorised Users do not):
- (a) distribute, sub-license or otherwise transfer all or any part of the Walr Platform Services to any other person;
  - (b) permit any third party (including any affiliates of the Customer) to use or access the Walr Platform Services unless expressly authorised to do so under this Agreement;
  - (c) use the Walr Platform Services for any purpose other than the purposes set out in clause 2.3;
  - (d) use the Walr Platform Services in order to provide any services for the benefit of any other person or entity;
  - (e) access or use the Walr Platform Services in order to develop a product or service which competes with any of the Walr Platform Services;
  - (f) adapt, customise, reverse engineer, decompile, disassemble (or otherwise reduce to human-readable form) or modify, develop or alter the Walr Platform Services, or create any derivative works of the Walr Platform Services, except as permitted by law and where such permission cannot be excluded by agreement between the parties;
  - (g) remove, obliterate or alter any copyright, proprietary or similar notices on the Walr Platform Services;
  - (h) allow more than the number of Authorised Users specified in the Order Form to have access to the Walr Platform Services (and must not exceed any other limits or restrictions relating to its use of the Walr Platform Services specified in the Order Form);
  - (i) access (or attempt to access) any software code relating to the Walr Platform Services (including any object code, intermediate code and/or source code);
  - (j) conduct (or request that any other person conduct) any load testing or penetration testing in relation to the Walr Platform Services;
  - (k) not use the Walr Platform Services in any way that uses excessive resources and could result in a material degradation in any of the services provided by Walr to its other customers. The Customer acknowledges that Walr may use reasonable technical measures to limit the use of the Walr Platform Services for the purpose of assuring services to its customers generally
- 2.5 The Customer must comply (and must ensure that its Authorised Users also comply) with Walr's acceptable use policy set out at <https://walr.com/app/uploads/2022/11/AUP.pdf> (as may be amended from time to time by Walr) (AUP) when using the Walr Platform Services. Walr may immediately suspend the provision of all or any part of the Walr Platform Services if the Customer or any of its Authorised Users fail to comply with the AUP.
- 2.6 Walr may make changes to the Walr Platform Services from time to time (including to discontinue functionalities or features). If Walr discontinues any material functionality of the Walr Platform Services, it will provide as much notice to the Customer as is reasonably possible in the circumstances.
- 2.7 The Customer acknowledges and agrees that Walr will be entitled to monitor the usage of the Walr Platform Services by the Customer and its Authorised Users to verify their compliance with the terms of this Agreement.
- 2.8 Any breach by the Customer of any of its obligations under this clause 2 will be deemed to be a material breach of this Agreement.
- 2.9 Walr will use commercially reasonable endeavours to provide the Support Services and Training Services in relation to the Walr Platform Services in accordance with Platform Services Specification.

### 3. Provision of Walr Other Services

- 3.1 This clause 3 will apply where Walr has agreed to provide any of the Walr Other Services (as specified in the Order Form).
- 3.2 Subject to clause 4, Walr will provide the relevant Walr Other Services to the Customer. Walr will use commercially reasonable endeavours to provide the Walr Other Services in accordance with the requirements of the Other Services Specification.

### 4. Customer obligations

General

- 4.1 The Customer must:
- (a) provide Walr with all necessary co-operation as may be required by Walr in order to provide the Services;
  - (b) provide Walr, immediately following the Effective Date and in a timely fashion at any point thereafter, all Materials and any other information as Walr may reasonably require in order to provide the Services and ensure that such Materials and any other information are accurate in all material respects;
  - (c) make available to Walr, for consultation and guidance, staff who are familiar with the Customer's organisation, operations and business practices to the extent reasonably necessary for the performance of Walr's obligations under this Agreement;
  - (d) maintain at all times all consents, licences and permissions required by it to receive and use the Services;
  - (e) ensure that its use of the Services complies with all applicable Laws and must not use any of the Services in such a way that would subject Walr to any additional regulatory or legal requirements.

4.2 The Customer will be responsible for all acts and omissions of the Authorised Users, and any act or omission by an Authorised User, which, if undertaken by the Customer, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by the Customer. The Customer must ensure that all of its Authorised Users are made aware of (and comply with) those provisions of this Agreement that are applicable to their use of the Services.

4.3 Notwithstanding any other provision of this Agreement, Walr will not be liable for a failure to perform its obligations under this Agreement to the extent that such failure arises as a result of any act or omission of the Customer or any of its Authorised Users, including any breach of the Customer's obligations under this Agreement.

#### Walr Platform Services

- 4.4 The Customer must:
- (a) ensure that, at all times, any hardware, software, network or other systems used to access or use the Walr Platform Services complies with the minimum technical requirements advised by Walr from time to time;
  - (b) not upload any offensive, infringing or defamatory content to the Walr Platform Services;
  - (c) ensure that each Authorised User keeps all user names, passwords or other account details provided in relation to the Walr Platform Services confidential;
  - (d) notify Walr immediately if the Customer (or any Authorised User) becomes aware of any unauthorised access to, or use of, any such user names, passwords or other account details;
  - (e) not insert or include, or permit or cause any Authorised Users to insert or include, any Malicious Software into the Walr Platform Services;
  - (f) at all times, use up-to-date, industry accepted anti-virus software to check for and prevent any Malicious Software being introduced into the Walr Platform Services; and
  - (g) co-operate with Walr to mitigate the effect of any Malicious Software found in the Walr Platform Services as a result of any act or omission of the Customer or any of its Authorised Users.

#### Walr Other Services

- 4.5 The Customer must:
- (a) ensure that any Survey complies with the interviewing specifications set out in the Order Form and is otherwise produced, presented and made available in such a way so as to minimise the number of Respondents who do not complete Interviews;
  - (b) not request or require, in connection with the Survey, that Respondents provide their name, contact details or other personal information (unless otherwise agreed with Walr and specified in the Order Form);
  - (c) obtain any necessary consents from, and provide all necessary notices to, Respondents to permit the processing of their personal data by and on behalf of the Customer as envisaged in accordance with this Agreement in accordance with applicable Laws (and must provide copies of any such consents and/or notices to Walr if requested from time to time).

## 5. Intellectual property

- 5.1 Walr will own all Intellectual Property Rights in or relating to the Services (including the format and structure of any reports or other outputs generated by the provision of the Services). Nothing in this Agreement will operate to transfer to the Customer the ownership of any Intellectual Property Rights in or relating to the Services.
- 5.2 Walr will own all right, title and interest, including all Intellectual Property Rights, in and to any improvement, enhancement, upgrade or modification to the Services that arises or is obtained or developed under or in relation to this Agreement.
- 5.3 Suggestions or feedback provided by the Customer to Walr relating to the Services will be Walr's property and will be deemed to be Confidential Information of Walr.
- 5.4 All Intellectual Property Rights in any data or other Materials uploaded by the Customer to the Walr Platform Services or otherwise provided to Walr by the Customer in relation to this Agreement (Customer Data) will remain the property of the Customer. The Customer grants to Walr a non-exclusive licence (during the term of this Agreement) to analyse, copy, store, distribute, publish, modify, translate and otherwise use the Customer Data in order to provide the Services and otherwise comply with its obligations under this Agreement. Walr may grant a sub-licence of its rights in relation to the Customer Data to any hosting or connectivity service providers where necessary for the performance of the Services.
- 5.5 Any Intellectual Property Rights in the contents of any Survey and any responses to that Survey will be owned by the Customer and/or its third party licensors (Customer IP). If and to the extent that any Customer IP vests in Walr by operation of law, Walr hereby assigns all such Customer IP (by way of a present assignment of past, present and future rights) to the Customer.

## 6. Warranties and indemnities

- 6.1 Each party represents, warrants and undertakes that it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to own its assets and carry on its business.
- 6.2 Each party represents, warrants and undertakes that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 6.3 Walr warrants that the Walr Platform Services will operate substantially in accordance with the Platform Services Specification.
- 6.4 Walr warrants that it will perform the Walr Other Services using reasonable skill and care. Walr will use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates will be estimates only and time for performance by Walr will not be of the essence in this Agreement.
- 6.5 Walr will not be responsible for any breach of clause 6.3 to the extent caused by:
- (a) modifications made to the Walr Platform Services by anyone other than Walr and/or its subcontractors;
  - (b) the combination, operation or use of the Walr Platform Services with any software, hardware or data that has not been supplied by Walr;
  - (c) Walr's adherence to the Customer's specifications or instructions;
  - (d) the Customer's failure to use the Walr Platform Services strictly in accordance with this Agreement;
  - (e) the Customer's misuse of the Walr Platform Services;
  - (f) scheduled maintenance or any other valid suspension or termination of the Walr Platform Services under this Agreement.
- 6.6 Walr does not make any representation, or give any warranty or undertaking, that the Services will meet the Customer's requirements or that the Services will be error-free or that their operation will be uninterrupted. Except as set out in clause 11.9, Walr will not, under any circumstances, be responsible for protecting the Customer's hardware, software, network or other systems from attacks, whether external or internal, or from software or other code meant to be harmful or disruptive, including any Malicious Software.
- 6.7 Walr does not make any representation, or give any warranty or undertaking, regarding the results of any use of the Services. The Customer assumes sole responsibility for any results obtained by use of the Services. Any Customer Data or any hardware, software, network or other systems used to access or use the Services (or otherwise used in connection with the Services) are not the responsibility of Walr. Walr will not be liable for any delays or disruptions in relation to the Customer's access or use of the Services which are attributable to the internet or other systems outside of the reasonable control of Walr.
- 6.8 If the Customer believes there has been a breach of clause 6.3 or 6.4, it must immediately notify Walr in writing describing the relevant breach in sufficient detail to enable Walr to analyse and (where applicable) recreate it. If there has been a breach of:
- (a) clause 6.3, then Walr's sole obligation, and the Customer's exclusive remedy, will be for Walr to use reasonable efforts to rectify, repair or correct such breach within a reasonable time at no additional charge to the Customer; or
  - (b) clause 6.4, then Walr's sole obligation, and the Customer's exclusive remedy, will be for Walr to use reasonable efforts to resolve the relevant breach as part of the Support Services.
- 6.9 If a reported defect in the Walr Platform Services is attributable to a cause other than a breach of clause 6.3 (including any of the factors referred to in clause 6.5), then Walr will be entitled to payment for its investigation and correction efforts on a time and materials basis at Walr's then current rates.
- 6.10 Except as set out in this Agreement, the Services are provided on an "as is" basis. The express terms and conditions of this Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including implied undertakings of satisfactory quality and fitness for purpose), all of which are excluded to the fullest extent permitted by law.
- 6.11 The Customer must indemnify each member of the Walr Group from and against any Losses suffered or incurred arising out of or in connection with any Claim by a third party relating to:
- (a) any of the Customer Data, including any Claim that use of the Customer Data under this Agreement infringes the Intellectual Property Rights of any person;
  - (b) any breach by the Customer of any of its obligations under this Agreement;
  - (c) Walr's compliance with any specifications or instructions from the Customer.
- 6.12 The Customer acknowledges that Walr will not provide any legal, financial, accountancy or taxation advice under this Agreement.

## **7. Payment terms**

- 7.1 All fees payable by the Customer under this Agreement (as set out in the Order Form) (the Fees) must be paid by the Customer, in cleared funds and in the currency specified in the Order Form, into the bank account nominated by Walr from time to time. The Fees will be invoiced by Walr at the times set out in the Order Form.
- 7.2 The Customer must pay all sums due to Walr under this Agreement in accordance with clause 7.1 within the period specified in the Order Form (or, if no such period is specified, within 30 days from the date of invoice).
- 7.3 If the Customer fails to make payment in accordance with this clause 7, then Walr may charge interest on the overdue amount at the annual rate of 4% above the Bank of England base lending rate (from time to time in force), accruing on a daily basis, compounded quarterly, from the date on which such amount fell due until payment, whether before or after judgment.
- 7.4 All sums due under this Agreement are exclusive of VAT or any equivalent sales tax or GST (as applicable) which will be charged in addition in accordance with the relevant regulations in force at the time of making the relevant taxable supply and must be paid by the Customer against receipt of a valid VAT or other invoice.

- 7.5 All amounts under or in relation to this Agreement must be paid in full without any deduction or withholding other than as required by Law and the Customer is not entitled to assert any credit, set off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part. If any withholding is required by Law, then the Customer must pay an increased amount such that, after the withholding has been applied, Walr receives the same net amount as if the withholding had not been required.
- 7.6 Walr may immediately suspend the provision of all or any part of the Services and/or the performance of any of Walr's other obligations under this Agreement if, at any time, the Customer fails to pay an amount which is:
- (a) due and payable by the Customer under this Agreement;
  - (b) not paid by the Customer within the permitted payment period referred to in clause 7.2 (the Permitted Payment Period); and
  - (c) not paid by the Customer within a further period of 10 days (the Overdue Period) after Walr gives a notice of non-payment (such notice not to be given before the end of the Permitted Payment Period).

## 8. Liability

- 8.1 Nothing in this Agreement will operate so as to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.
- 8.2 Subject to clause 8.1, the total aggregate liability of Walr under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, will not exceed an amount equal to the Fees paid by the Customer to Walr during the 12 month period immediately preceding the date of occurrence of the first event giving rise to any liability of Walr under or in connection with this Agreement.
- 8.3 Subject to clause 8.1, Walr will not be liable to the Customer for:
- (a) any Losses incurred as a result of any Claim by any third party (including any Authorised User) which is made against the Customer in respect of the provision or use of the Services or any other matter relating to the subject-matter of this Agreement;
  - (b) any loss of profits, revenue, contracts, customers, sales, business or business opportunities, loss of use or productivity, damage to goodwill, business interruption, anticipated savings, wasted expenditure, any loss, damage or corruption of data, databases or software or costs of procuring or migrating to replacement services (regardless of whether any of these types of loss or damage are direct, indirect or consequential) or any other economic or financial losses similar to any of the foregoing; or
  - (c) any indirect or consequential losses or damage,

arising under or in relation to this Agreement, even if Walr was aware of the possibility that such loss or damage might be incurred by the Customer.

## 9. Duration and termination

- 9.1 This Agreement commences on the date specified in the Order Form (Effective Date) and continues for the initial period specified in the Order Form (the Initial Term), unless it is terminated earlier in accordance with its terms.
- 9.2 Either party may immediately terminate this Agreement by giving written notice to the other party (Defaulting Party) if:
- (a) the Defaulting Party commits a material breach of this Agreement and either (i) such breach is irremediable or (ii) if such breach is remediable, the Defaulting Party fails to remedy the breach within 30 days of receipt of the other party's written notice to do so;
  - (b) an Insolvency Event occurs in relation to the Defaulting Party;
- 9.3 Walr may immediately terminate this Agreement by giving written notice to the Customer if (i) Walr has exercised its suspension rights under clause 7.6 and (ii) the Customer fails to pay the relevant overdue amount within a further period of 10 days after Walr gives an additional notice of non-payment (such notice not to be given before the end of the Overdue Period).
- 9.4 Each party's further rights and obligations under this Agreement will cease immediately upon the expiry or termination, provided that the expiry or termination will not affect:
- (a) the accrued rights and obligations of the parties as at the date of expiry or termination; or
  - (b) the continued operation of clauses 4.2, 5, 6.11, 8, 9, 10, 13, 14, 16 and 17 to 22 and any other provisions of this Agreement which are necessary for the interpretation or enforcement of this Agreement.
- 9.5 All outstanding sums payable by the Customer to Walr under this Agreement will become immediately due and payable upon the expiry or termination of this Agreement for any reason.
- 9.6 Immediately upon the expiry or termination of this Agreement for any reason:
- (a) all rights for the Customer and its Authorised Users to access and use the Services (and all other rights and licences granted by Walr under this Agreement) will cease; and
  - (b) each party will return or destroy, and (in each case) make no further use of any Materials (and all copies of them) belonging to the other party, including the other party's Confidential Information (except Walr may retain reasonable professional records of the Customer's use of the Services and will be entitled to retain the Customer's Confidential Information for the purposes of internal audit, litigation and/or to comply with applicable Laws).
- 9.7 During a 30 day period following the expiry or termination of this Agreement, the Customer will have the ability to export any Customer Data which is stored in the Walr Platform Services at that time. Following such period, Walr will have no obligation to maintain or provide the Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems. The Customer acknowledges that following any such deletion of the Customer Data, the Customer Data will be unrecoverable.

## 10. Confidentiality

10.1 The Recipient Party must:

- (a) keep all Confidential Information secret;
- (b) not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with this clause 10; and
- (c) only use or make copies of Confidential Information in connection with and to the extent necessary for the purposes of this Agreement.

10.2 The Recipient Party may disclose Confidential Information to any Authorised Persons on a "need-to-know" basis solely in relation to this Agreement, provided that the Recipient Party ensures that such Confidential Information is kept confidential by the applicable Authorised Persons.

10.3 Walr may disclose the Confidential Information of the Customer to other members of the Walr Group solely in relation to the Agreement, provided that Walr ensures that such Confidential Information is kept confidential by the relevant recipients.

10.4 The Recipient Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by Law. In those circumstances (provided that it is practical and lawful to do so):

- (a) the Recipient Party must notify the Disclosing Party in writing as soon as practicable before the disclosure;
- (b) the parties must use all reasonable endeavours to consult with each other with a view to agreeing the timing, manner and extent of the disclosure; and
- (c) the Recipient Party required to disclose must in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.

If the Recipient Party is unable to inform the Disclosing Party before Confidential Information is disclosed, it must (provided that it is lawful to do so) fully inform the Disclosing Party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.

10.5 The undertakings and other provisions of this clause 10 will survive the expiry or termination of this Agreement.

10.6 The parties agree that damages alone would not be an adequate remedy in the event of breach by the other party of the provisions of this clause 10. Accordingly, either party may, without proof of special damages, seek an injunction or other interim remedy for any threatened or actual breach of this clause 10.

10.7 The Customer authorises Walr to publicly disclose that the Customer is a client of Walr (including in client lists, commercial proposals and on the Walr website and social media accounts), including details of the services provided to the Customer and to use the Customer's brands and logos in connection with such disclosures.

## 11. Data protection

11.1 Each party shall comply with the Data Protection Legislation with respect to the processing of any personal data.

11.2 The Customer acknowledges and agrees that Walr may use personal data it receives from the Customer for its own purposes, in accordance with Walr's retention policy, including to:

- (a) to create, develop, operate, deliver, and improve Walr products, services, content and advertising, and for loss prevention and anti-fraud purposes;
- (b) to verify identity, assist with identification of users, and to determine appropriate services;
- (c) to send important notices, such as communications about purchases and changes to our terms, conditions, and policies; and
- (d) for internal purposes such as auditing, data analysis, and research to improve our products, services, and customer communications.

11.3 Clauses 11.3 to 11.15 will apply to the personal data Walr processes in the course of providing the Services (as specified in the Order Form) and where the Customer is the controller and Walr is the processor in relation to the personal data that Walr processes in the course of providing the Services.

11.4 The subject-matter of the data processing is the performance of the Services. The obligations and rights of the Customer are as set out in the Agreement. The Order Form sets out the nature, duration and purpose of the processing, the types of personal data Walr processes and the categories of data subjects whose personal data is processed.

11.5 When Walr processes personal data in the course of providing the Services, it will:

- (a) process the personal data only in accordance with documented instructions from the Customer. If Walr is required to process the personal data for any other purpose by applicable Laws to which Walr is subject, Walr will inform Customer of this requirement first, unless such Law(s) prohibit this on important grounds of public interest; and
- (b) notify the Customer immediately if, in Walr's opinion, an instruction for the processing of personal data given by the Customer infringes applicable Data Protection Legislation, it being acknowledged that Walr will not be obliged to undertake additional work to determine if Customer's instructions are compliant.

11.6 Walr will ensure that personnel required to access the personal data are subject to a binding duty of confidentiality in respect of such personal data.

11.7 Walr will assist the Customer, always taking into account the nature of the processing:

- (a) by appropriate technical and organisational measures and in so far as is possible, in fulfilling the Customer's obligations to respond to requests from data subjects exercising their rights;

- (b) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to Walr; and
  - (c) by making available to the Customer all information which the Customer reasonably requests to allow the Customer to demonstrate that the obligations set out in Article 28 of the GDPR relating to the appointment of processors have been met.
- 11.8 To the extent that assistance under clause 11.7 is not included within the Services, Walr may charge a reasonable fee for any such assistance, save where assistance was required directly as a result of Walr's own acts or omissions, in which case such assistance will be at Walr's expense.
- 11.9 Walr will implement and maintain appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected. Walr will comply with its security policy (available at <https://walr.com/app/uploads/2022/11/Walr-Information-Security-Policy.pdf>, as may be amended by Walr from time to time) in relation to the provision of the Services.
- 11.10 In the event of a Security Breach, Walr will:
- (a) take action to investigate the Security Breach and to identify, prevent and mitigate the effects of the Security Breach and to remedy the Security Breach; and
  - (b) notify the Customer without undue delay.
- 11.11 Walr will not give access to or transfer any personal data to any third party (including any affiliates, group companies or sub-contractors) without the prior written consent of the Customer.
- 11.12 Walr must include in any contract with the third party provisions in favour of the Customer which are equivalent to those in this clause 11 and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, Walr will remain fully liable to the Customer for the fulfilment of Walr's obligations under these terms.
- 11.13 Walr will allow the Customer and its respective auditors or authorised agents to conduct audits or inspections during the term of this Agreement, and provide all reasonable assistance in order to assist the Customer in exercising its audit rights under this clause 11.13. If the Customer's request for information or access relates to a sub-contractor, or information held by a sub-contractor which Walr cannot provide to the Customer itself, Walr will promptly submit a request for additional information in writing to the relevant sub-contractor(s). The Customer acknowledges that access to the sub-contractor's premises or to information about the sub-contractor's previous independent audit reports is subject to agreement from the relevant sub-contractor, and that Walr cannot guarantee access to that sub-contractor's premises or audit information at any particular time, or at all. The purposes of an audit pursuant to this clause include verifying that Walr and its subcontractors are processing personal data in accordance with the obligations under this clause 11.
- 11.14 Walr will not process personal data outside the Protected Area.
- 11.15 For 30 days following the end of the Services, Customer shall have the option to retrieve any remaining Customer personal data in accordance with clause 9.7 above. Thereafter, Customer instructs Walr to securely destroy such personal data (including existing copies) unless applicable laws or Walr's retention policy require storage of such personal data .
- 12. Non-solicitation**
- 12.1 During the period described in clause 12.2, the Customer must not, directly or indirectly for itself or on behalf of any of its affiliates or clients, solicit, employ or engage any current or former employee or contractor of Walr or its affiliates who is involved in the provision or receipt of any of the Services (each, a Relevant Person), except where the Relevant Person responds to general recruitment advertising which is not specifically targeted at the Relevant Person.
- 12.2 The period referred to in clause 12.1 is the period beginning on the Effective Date and continuing until the earlier of:
- (a) 12 months after the expiry or termination (for any reason) of this Agreement; or
  - (b) in relation to a specific Relevant Person, 12 months after that Relevant Person ceases to be involved in the provision or receipt of the relevant Services.
- 13. Assignment and sub-contracting**
- 13.1 The Customer may not assign, novate, subcontract or otherwise transfer or dispose of any of its rights or obligations under this Agreement without the prior written consent of Walr. The rights granted under this Agreement are personal to the Customer and the Customer may not transfer them by merger, consolidation, operation of law or otherwise. Any transfer or attempted transfer of such rights will be null and void.
- 13.2 Walr may assign, novate, transfer or sub-contract any of its rights or obligations under this Agreement to any other member of the Walr Group or any other third party. The Customer must execute any document reasonably required by Walr to give effect to any such assignment, novation, transfer or sub-contracting.
- 14. Force majeure**
- 14.1 If a Force Majeure Event occurs that prevents, hinders or delays a party (the Affected Party) from performing any of its obligations under this Agreement, the Affected Party will not be liable to the other party and will be released from its obligation to perform the relevant obligations to the extent that its ability to perform those obligations has been directly affected by the Force Majeure Event.
- 14.2 The Affected Party must:
- (a) notify the other party in writing as soon as reasonably practical of the occurrence of the Force Majeure Event;
  - (b) use reasonable endeavours to mitigate the impact of the Force Majeure Event.

- 14.3 Upon cessation of the Force Majeure Event, the Affected Party must promptly notify the other party of such cessation and resume performance of the affected obligations.
- 14.4 If a Force Majeure Event prevents either party from complying with any of its obligations under this Agreement for more than 90 consecutive days, then either party may immediately terminate this Agreement by giving written notice to the other party.
- 14.5 Neither party will be entitled to rely on this clause 14 to claim that it has been prevented, hindered or delayed in its payment of any amount due to the other party under this Agreement.

## 15. Notices

- 15.1 Any notice, consent, permission or other communication from either party (Sender) to the other party (Recipient) which is required to be given under or in connection with this Agreement (Notice) must be sent to the officer of the Recipient whose details are set out in clause 15.2 (as may be amended from time to time in accordance with clause 15.2). Notices must be delivered by hand, email or recorded delivery post (or any equivalent postal service).
- 15.2 The details of the Customer for the purposes of Notices are as set out in the Order Form. The details of Walr for the purpose of Notices are as follows:

For the attention of: Chief Technology Officer  
Address: 18 Crucifix Ln, London SE1 9RS  
Email: [simon.vaarning@walr.com](mailto:simon.vaarning@walr.com)

- 15.3 Each party may alter the Notice details which relate to itself and must promptly notify the other party of any such change by a Notice in accordance with this clause 15. The change will take effect 7 days after the day on which the Notice of the change is deemed to be delivered in accordance with clause 15.5.
- 15.4 The Sender must:
- (a) where the Notice is delivered by hand, keep a delivery receipt;
  - (b) where the Notice is delivered by email, send the Notice as a pdf attachment and keep a saved sent copy of the email;
  - (c) where the Notice is delivered by recorded delivery or any equivalent postal service, keep a postal receipt issued by the relevant postal service.
- 15.5 For the purposes of this clause 15, Notice Day means a day other than a Saturday or a Sunday or a public holiday in the place where the Notice is delivered. This clause 15.5 will apply in the absence of proof of earlier receipt. Subject to clause 15.6, any Notice will be deemed to have been duly given:
- (a) if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
  - (b) if sent by email, at the time and date of the transmission shown on the saved sent copy kept by the Sender, provided that no error message indicating failure to deliver has been received by the Sender;
  - (c) if sent by recorded delivery or any equivalent postal service to a Recipient in the same country as the Sender, 2 Notice Days from the date of posting as shown on the postal receipt kept by the Sender; or
  - (d) if sent by recorded delivery or any equivalent postal service to a Recipient in a different country to the Sender, 5 Notice Days from the date of posting as shown on the postal receipt kept by the Sender.
- 15.6 If any Notice is received (or deemed under clause 15.5 to have been received) before 9:00am or after 5:00pm on a Notice Day, or on a day that is not a Notice Day, then the Notice will only be deemed to have been duly given at 9:00am on the next Notice Day.

## 16. Third party rights

- 16.1 The Customer's obligations under this Agreement (including any representations, warranties and undertakings given by the Customer) are given for the benefit of each member of the Walr Group.
- 16.2 It is intended that a member of the Walr Group may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 16.3 The consent of the other Walr Group members is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement or any one or more clauses of it.
- 16.4 Except as set out in clause 16.2, a person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

## 17. Entire agreement

- 17.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.
- 17.2 Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of the other party in relation to the subject matter of this Agreement at any time before its signature (together, Pre-Contractual Statements), other than those that are set out expressly in this Agreement.
- 17.3 Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements but for clause 17.2.
- 17.4 Nothing in this clause 17 will exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

## 18. Severability

- 18.1 If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision will be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement will not be affected, unless otherwise required by operation of applicable Law.
- 18.2 The parties must use all reasonable endeavours to agree within a reasonable time any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

## 19. Miscellaneous

- 19.1 No variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the parties or by their duly authorised representatives.
- 19.2 Without prejudice to any other rights or remedies of Walr, the Customer acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement by the Customer. Accordingly, Walr will be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Customer.
- 19.3 The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable Laws or otherwise.
- 19.4 Nothing in this Agreement will (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose, between the parties.
- 19.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 19.6 Each party must at its own cost and expense execute, or use all reasonable endeavours to ensure the execution of, whatever further documents or deeds the other party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of this Agreement.
- 19.7 Each party must (except as expressly provided) bear its own costs and expenses in connection with the preparation, negotiation, and execution of this Agreement.
- 19.8 This Agreement may be entered into by the parties in any number of counterparts. Each counterpart will, when executed and delivered, be regarded as an original, and all the counterparts will together constitute one and the same instrument. This Agreement will not take effect until it has been executed by both parties.

## 20. Governing law and jurisdiction

- 20.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) will be governed by and construed in accordance with English law.
- 20.2 The parties agree to submit any dispute arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales (including any dispute or claim relating to non-contractual obligations).

## 21. Definitions and interpretation

### Definitions

Authorised Persons means the directors, employees, officers, professional advisers, agents and contractors of the Recipient Party with a need to know any Confidential Information of the Disclosing Party.

Authorised User means: (i) the employees of the Customer and (ii) to the extent permitted in the Platform Services Specification, the employees of any clients of the Customer.

Claim means any claim, action, proceeding or investigation of any nature or kind.

Confidential Information means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all copies, which relates to a party (Disclosing Party) or to its employees, officers, customers or suppliers (or, where Walr is the Disclosing Party, to the Walr Group as a whole or their employees, officers, customers or suppliers), and which is directly or indirectly disclosed by the Disclosing Party to the other party (the Recipient Party) in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement. However, the following information is not "Confidential Information" for the purposes of this Agreement:

- (a) information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the parties;
- (b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and
- (c) information which was developed or created independently by or on behalf of the Recipient Party or, where Walr is the Recipient Party, by or on behalf of the Walr Group.

Data Protection Legislation means the GDPR, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities.

EU personal data means the processing of personal data to which data protection legislation of the European Union, or of a Member State of the European Union or European Economic Area, was applicable prior to its processing by Walr.



Force Majeure Event means an event the occurrence of which is beyond the reasonable control of the Affected Party. The following, non-exhaustive list of events will be deemed to be beyond the reasonable control of the parties: Act of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, civil unrest or riot, industrial action, fire, flood, explosion, epidemic, pandemic, any Law or any action taken by a government or public authority, non-performance by suppliers or subcontractors, interruption or failure of electricity, communications, internet or other services.

GDPR means, in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679; and (ii) UK GDPR.

Insolvency Event means in respect of each party:

- (a) that party becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent;
- (b) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of that party;
- (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to that party and/or over all or any part of the assets of that party; or
- (d) that party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally;
- (e) any circumstances arise or events occur in relation to that party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraphs (a) to (d).

Intellectual Property Rights means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks, service marks and trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect which currently exist anywhere in the world.

Interview means a completed Survey by a Respondent.

Laws means legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body.

Loss means any loss, damage, fines, liability, charge, expense, outgoing or cost (including any legal and other professional costs) of any nature or kind.

Malicious Software means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on hardware, program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence and includes computer programs commonly referred to as worms, trojan horses, time or logic bombs, and disabling codes or routines.

Materials means all documents, information, items, data and materials in any form, provided by or on behalf of one party to the other in connection with this Agreement.

Other Services Specification means the specification setting out details of the Walr Other Services, set out at <https://walr.com/app/uploads/2022/11/Walr-Other-Services-Specification.pdf> (as may be amended from time to time by Walr)

Platform Services Specification means the specification setting out details of the Walr Platform Services, set out at <https://walr.com/app/uploads/2022/12/Walr-Platform-Services-Specification.pdf> (as may be amended from time to time by Walr).

Protected Area means:

- (a) in the case of EU personal data, the members states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Art.45 GDPR is in force; and
- (b) in the case of UK personal data, the United Kingdom and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force.

Respondent means a person who answers questions as part of an Interview.

Security Breach means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that the Walr processes in the course of providing the Services.

Services means the services to be provided under this Agreement, as specified in the Order Form, comprising (i) the relevant Walr Platform Services; (ii) the relevant Walr Other Services; (iii) the Support Services and/or (iv) the Training Services.

Support Services means the support services defined in the Platform Services Specification ..

Survey means a set of interview questions to be completed by Respondents.

Training Services means the training services defined in the Platform Services Specification.

UK GDPR means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).

UK personal data means the processing of personal data to which data protection laws of the United Kingdom were applicable prior to its processing by Walr.

Walr Group means Walr and each of (i) its subsidiaries, (ii) its holding companies and (iii) every subsidiary of each such holding company, in each case from time to time.

Walr Other Services means any services (other than the Walr Platform Services) provided by Walr under this Agreement, as described in the Order Form and the Platform Services Specification.

Walr Platform Services means the platform services provided by Walr under this Agreement, as described in the Order Form and the Platform Services Specification.

#### Interpretation

1. In this Agreement, "company" means any body corporate and "subsidiary" or "holding company" will be construed in accordance with section 1159 of the Companies Act 2006.
2. The clause and Schedule headings are for convenience only and will not affect the interpretation of this Agreement.
3. References to clauses are to clauses in the main body of this Agreement, and references to paragraphs are to paragraphs of the Schedules.
4. References to the singular include the plural and vice versa, and references to one gender include the other gender.
5. Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
6. Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
7. Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires) (i) will be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) will be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
8. Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.