

**Parties:**

**You, ("the Client") are onboarding online and, on behalf of yourself and any of your affiliates, are entering into a Framework Agreement (this agreement) with the following entities:**

Tlam Limited incorporated and registered in England and Wales with company number 06514852 whose registered office is at Third Floor, The Library Building, Tewkesbury, Gloucestershire, England, GL20 5NX; a subsidiary of Tlam Group Limited incorporated and registered in England and Wales with company number 11863257 whose registered office is at Third Floor, The Library Building, Tewkesbury, Gloucestershire, England, GL20 5NX;

**(together, 'the Suppliers' each a 'Supplier')**

**Background:**

- A. The Suppliers are, collectively, in the business of providing the Available Services.
- B. The Client wishes to participate in (what the parties know as) 'the Mushroom Platform' and access the Available Services and to appoint a (relevant) Supplier to provide some or all of the Available Services (each, a Service) to it and its affiliates under this agreement.
- C. When a Client or any of its affiliates requests Services from the Supplier, and the relevant Supplier is able to provide such Services, the relevant parties will enter into a separate Service Order and Call-off Contract in accordance with this agreement.
- D. Each Service Order will incorporate the terms set out in the relevant Call-Off Contract and in this agreement, establishing a separate legal contract, and will prevail.

1. **Interpretations and Definitions:** The definitions and rules of interpretation that apply in this agreement, and any Service Order and Call-off Contract are set out [here](#).

**2. Ordering Services and Supplier and Client Obligations**

2.1 This agreement governs the framework relationship between the parties. Further Service-orientated terms are set out in the relevant Service Order and Call-off Contract.

2.2 The Client and/or Client Affiliates (a Client Party) can order Services from the Supplier by a separate Service Order and its associated Call-off Contract. The Client shall procure compliance of any Client Affiliate with the terms herein.

2.3 Each Service Order and Call-off Contract shall be entered into by the Client Party and the Supplier and forms a separate contract between its signatories. The Supplier shall provide the Services from the date this Call-off Contract comes into force in accordance with the terms herein. The relevant Supplier shall be solely responsible and liable to provide the relevant Service to the relevant Client party (only).

2.4 The Client Party shall:

- a) co-operate with the Supplier in all matters relating to the Services and appoint the Client Party's manager in relation to the Service Order and Call-off Contract, who shall have the authority contractually to bind the Client on matters relating to the Services; and
- b) provide such information as the Supplier may reasonably request and the Client Party considers reasonably necessary, in order to carry out the Services in a timely manner.

2.5 In supplying the Services, the Supplier shall: a) perform the Services with the level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade; b) co-operate with the Client Party in all matters relating to the Services, and comply with all reasonable instructions of the Client Party; and c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that it fulfils its obligations under the Service Order and Call-off Contract.

2.6 If the Supplier's performance of its obligations under a Service Order and Call-off Contract is prevented or delayed by any act or omission of the Client Party, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client Party that arise directly or indirectly from such prevention or delay.

3. **Conflict:** If there is an inconsistency between any of the provisions of this agreement and the provisions of any Service Order and Call-off Contract, the provisions of the Service Order shall prevail over the Call-off Contract which shall prevail over this agreement.

4. **Commencement and Duration:** This agreement shall commence on the day all parties have agreed and accepted these terms (the Commencement Date) and shall continue, unless terminated earlier in accordance with the Termination clause.

## 5. Limitation of Liability

5.1 The restrictions on liability in this clause apply to every liability arising under or in connection with this agreement, including, but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.2 Nothing in this agreement shall limit or exclude the Suppliers' or the Client's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

5.3 Subject to clause 5.2 (Liabilities which cannot legally be limited, a) neither party to this agreement shall have any liability to the other party for any indirect or consequential loss arising under or in connection with this platform agreement; and b) each parties' total liability arising under or in connection with this agreement shall be limited to £1,000.

5.4 Notwithstanding the above, the parties agree to the limitation of liability provisions in any Service Order and Call-off Contract in relation to the Services.

5.5 The Client shall be jointly and severally liable for the performance of any Client Affiliate under any Service Order and Call-off Contract (entered into by such Client Affiliate).

## 6. Data Protection

6.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. For the avoidance of doubt, and per the Interpretation provision herein, Data Protection Legislation and this clause shall be amended and/or supplemented (mutatis mutandis) (from time to time), by any same or similar provisions coming into effect upon the United Kingdom's exit from the European Union (Brexit).

6.2 Unless otherwise stated in a Service Order and Call-off Contract, or as the relevant Service requires, the parties acknowledge that for the purposes of the Data Protection Legislation, the Client Party is the controller, and the Supplier is the processor. Where the relevant Service Order and Call-off Contract, or the prevailing law requires it, in some circumstances the Supplier shall be the controller or shall be joint controller with the Client or Client Affiliate. The Suppliers' privacy policies can be found [here](#).

6.3 Without prejudice to the generality of the above, the relevant party (as the case may be) (for the remainder of this clause, the party, the relevant party, the other party), will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

6.4 Without prejudice to the generality of the above, the party, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

- a) process that personal data only on the documented written instructions of the other party (as the case may be)( which, for the Supplier, are set out in [our policy](#) (Processing, personal data and data subjects)), unless the relevant party is required by Applicable Laws to otherwise process that personal data. Where the relevant party is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the relevant party shall promptly the other party of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the relevant party from so notifying the other party;
- b) ensure that it has in place appropriate technical and organisational measures, or protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) without prejudice to any confidentiality provisions, ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the other party (unless it has been obtained and the following conditions are fulfilled:
- e) the relevant party ) has provided appropriate safeguards in relation to the transfer;
- f) the data subject has enforceable rights and effective legal remedies;
- g) the relevant party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- h) the relevant party complies with reasonable instructions notified to it in advance by the other party with respect to the processing of the personal data;

- i) assist the relevant party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- j) notify the other party without undue delay on becoming aware of a personal data breach;
- k) at the written direction of the other party, delete or return personal data and copies to the other party on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
- l) maintain complete and accurate records and information to demonstrate its compliance with the terms herein and allow for reasonable audits by other party by a then designated auditor of such records and information and immediately inform the other party, an instruction infringes the Data Protection Legislation.

6.5 The party consents to the other party appointing a third-party processor(s) of personal data under this agreement. The relevant party confirms that it has entered or will enter with the third-party processor which the other party confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the relevant party and the other party, the relevant party shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

6.6 Any party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## 7. Termination

7.1 Without affecting any other right or remedy available to it, any party may terminate this agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b) the other party repeatedly breaches any of the terms of this platform agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned herein (inclusive);
- l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- n) there is a change of control of the other party.

7.2 For the purposes of clause, 'material' breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from: a

substantial portion of this agreement; over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

## 8. Survival

8.1 On termination (or expiry) of this agreement, howsoever arising, each Service Order and Call-off Contract then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such, unless terminated earlier in accordance with the terms of such Service Order and Call-off Contract.

8.2 The termination of any Service Order and Call-off Contract shall not affect any other Service order and Call-off Contracts or this agreement.

8.3 On termination of this agreement, the following clauses shall continue in force: (Interpretation), (Limitation of liability), (Survival), (Intellectual Property), (Title to Materials), (Confidentiality), (Governing law), (Non-Solicitation), (Jurisdiction), and which, by their very nature, would survive and continue in force.

8.4 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

## 9. Confidentiality

9.1 Each party undertakes that it shall not at any time, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, clients or supplier of the other party or any member of the group of companies to which the other party belongs, except as permitted herein.

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

to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement.

9.3 Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause, and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 10. Intellectual Property

10.1 The relevant Supplier and its licensors shall retain ownership of all Supplier Background IPRs. The relevant Client Party and its licensors shall retain ownership of all Client Party Background IPRs. The Supplier shall own all Foreground IPRs and Deliverable.

10.2 Subject to such specification in a Service Order and Call-off or Contract, the Supplier may grant the Client Party, a licence to any relevant Deliverable and/or Foreground IPR.

10.3 The relevant Client Party shall not sub-license, assign or otherwise transfer the rights granted above to other Client Affiliates and Clients without the prior permission of the Supplier;

10.4 The Client Party grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any relevant Background IPRs for the term of the Call-off Contract solely for the purpose of providing the relevant Service.

10.5 The Client Party shall, promptly at the Supplier's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as the Supplier may from time to time require for the purpose of securing the full benefit of this agreement or any Service Order and Call-off Contract, including all rights, title and interest in and to the Foreground IPRs

10.6 The Client Party shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of the Supplier and its licensees, sub-licensees, assignees and successors in title to the Deliverables.

10.7 The Supplier shall indemnify the Client Party against all liabilities suffered or incurred by the Client Party arising out of or in connection with any claim brought against the Client Party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.

10.8 The Client Party shall have no claim herein, to the extent any third-party IP infringement arises from: a) any modification of the Deliverables, Supplier Background IPRs, Foreground IPRs or Services, other than by or on behalf of the Supplier; or b) compliance with the Client Party's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Client Party if it knows or suspects that compliance with such specification or instruction may result in infringement.

10.9 Liability under the indemnity herein is conditional on the relevant Client Party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Client Party which may reasonably be considered likely to give rise to a liability under this indemnity (IPRs Claim), the Client Party shall:

- a) as soon as reasonably practicable, give written notice of the IPRs Claim to the Supplier, specifying the nature of the IPRs Claim in reasonable detail;
- b) not make any admission of liability, agreement or compromise in relation to the IPRs Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed) , provided that the Client Party may settle the IPRs Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent) if the Client Party reasonably believes that failure to settle the IPRs Claim would be prejudicial to it in any material respect;
- c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client Party, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the IPRs Claim; and
- d) subject to the Supplier providing security to the Client's Party to the Client Party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

- 11. **Non-solicitation:** Any Client Party shall not, without the prior written consent of the relevant Supplier, at any time from the date of this agreement and within 12 months after the completion of the Services or expiry of a Service Order and Call-off Contract, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the relevant Supplier in the provision of the relevant Service. In addition, any consent given by the Supplier in accordance with above shall be subject to the Client Party paying to the Supplier an appropriate agreed sum prior to such transfer of employment.
- 12. **Force Majeure:** Neither party shall be in breach of this agreement or any Service Order and Call-off Contract, nor liable for delay in performing, or failure to perform, any of its obligations thereunder if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- 13. **Variation:** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14. **Waiver:** A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 15. **Rights and Remedies:** Except as expressly provided in this platform agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16. **Severance:** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 18. **Assignments:** Unless where a relevant Supplier requires such in order to perform a Service, neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

**19. No Partnership or Agency:** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**20. Third Party Rights:** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights or the parties to rescind or vary this agreement are not subject to the consent of any person.

## 21. Notices

21.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to [rco@tlam.co.uk](mailto:rco@tlam.co.uk)
- c) Any notice or communication shall be deemed to have been received:
- d) if delivered by hand, at the time the notice is left at the proper address;
- e) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- f) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**22 Counterparts:** This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. The executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other(s) with the “wet-ink” hard copy original(s) of their counterpart. No counterpart shall be effective until each party has provided to the other(s) at least one executed counterpart.

**23 Governing law and Jurisdiction:** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

