

Mortgage SAAS products — ORDER FORM

Please read this Order Form and our Agreement carefully before proceeding. Our Agreement is comprised of this Order Form, the Licence Terms, and the other documents incorporated into our Agreement as described in the Terms of Service. By executing this Order Form you accept our Agreement on behalf of the Customer indicated in this Order Form as a legally binding contract with us (as defined in this Order Form). You represent and warrant to us that you have all the necessary capacity and authority to enter into our Agreement on behalf of the Customer as a legally binding contract.

Formatted: Left, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Order Form Date	<u>[Insert]</u>
Customer	<u>Legal entity name:</u> <u>[Insert]</u> <u>Registered office address:</u> <u>[Insert]</u> <u>Company Number:</u> <u>[Insert]</u>
Customer details for notices:	<u>Notices to the Customer should be sent for the attention of:</u> <u>[Insert]</u> <u>Physical address for notices to the Customer:</u> <u>[Insert]</u> <u>Email address for notices to the Customer:</u> <u>[Insert]</u> <u>Such contact details may be updated from time to time by the Customer in accordance with the process set out in the Licence Terms.</u>
Commencement Date	<u>[Insert]</u>
Services	<input type="checkbox"/> Document Packager <input type="checkbox"/> Call compliance checker
Number of Tokens	
Number of Users	Unlimited

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Left, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Add space between paragraphs of the same style, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Term	Any Trial Period + Initial Term of 12 months + any Extended Term(s) for subsequent 12-year terms
Fees	<ul style="list-style-type: none"> Document packager: <ul style="list-style-type: none"> £x per case, where a case is defined as a fully-submitted set of documents for an application Quota of x submitted cases per month Call compliance checker: <ul style="list-style-type: none"> £x per call Quota of x submitted calls per month £x implementation fee to take organisations call compliance procedures into a new check template
Trial Period (if any)	<ul style="list-style-type: none"> Trial of the services from the Commencement Date for a period of [x] months ("Trial Period"), following which the Agreement shall continue for the Initial Term. This Agreement shall be terminable at the end of the Trial Period by the Customer on providing written notice to IntentPro.
Additional Charges	
Special Terms	
Billing Contact	Name: [Insert] Position: [Insert] Email: [Insert]

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Space Before: 0 pt, After: 0 pt, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Space After: 0 pt, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Left, Space After: 0 pt, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

	Telephone Number: <u>(Insert)</u>
--	-----------------------------------

All amounts are exclusive of VAT and other applicable taxes.

The Customer has read and hereby acknowledges and accepts the Order Form and the Licence Terms and any other documents incorporated in the agreement as described in the Licence Terms. Where the Order Form and the Licence Terms conflict, this Order Form will take precedence.

Signed for and on behalf of MSAAS Limited by:	Signed for and on behalf of the Customer by:
Name:	Name:
Position:	Position:

Formatted: Body Text, Left, Space Before: 0 pt, After: 0 pt, Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Space After: 0 pt, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Formatted: Body Text, Space After: 0 pt, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border), Between : (No border), Tab stops: 1.59 cm, Left + 7.96 cm, Centered

Licence Terms

This agreement is dated: [X] (the "Effective Date")

1. Definitions and Interpretation

1.1 In this Agreement the words and phrases shown below in the left-hand column of this Clause bear the meanings ascribed to them in the right-hand column:

"Agreement"

The Order Form, together with its Appendices including these Terms and Conditions.

"Applicable Laws" means laws, regulations and regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force.

"IntentPro" IntentPro Limited, registered in England under company number 15178377, whose registered office is at Scale Space, 58 Wood Lane, London W12 7RZ.

Formatted: Left

"Client" The entity as specified in the registration form at Client X (registered in England and Wales under company [X]) whose registered office is at [X]. This will include any company which is from time to time a subsidiary of the organisation organization (within the meaning of section 1159 of the Companies Act 2006 as amended at the

date of this Agreement) and any successor in business to the Client from time to time and any entity in which the Client directly or indirectly has from time to time a participating interest (within the meaning of Section 1168 of the Companies Act 2006 as amended at the date of this Agreement) and “member of the Client Group” shall be construed accordingly;

“Client Documents” Any documents or information stored in any medium belonging to the Client or the Customer.

“Customer” ~~The person or organisation (if any) for whom the Client is performing Services.~~

Formatted: Indent: Left: 0 cm, Hanging: 3.75 cm

“Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Derivative Data” Information, data and materials that are derived, prepared or generated by IntentPro and/or its subcontractors pursuant to (and/or as a consequence of) the Services including data derived from the Client Documents as amended by IntentPro and/or its subcontractors in the course of providing the Services but excluding the Client documents themselves.

“End User” ~~The end person from the Client who is authorized by the Client, as any employee or contractor of the Client, to access and use the Services. Only one End User is permitted per quick action account.~~

Formatted: Font: Bold

“Fees” The fees and the manner and frequency of their payment agreed by the parties due and payable by the Client to IntentPro in consideration of the Services as specified in the Order Form.

“IntentPro” IntentPro Limited, registered in England under company number 13873023, whose registered office is at Scale Space, 58 Wood Lane, London W12 7RZ.

Formatted: Font: Bold

“IPR” ~~intellectual property rights, meaning copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trade marks, geographical indications, service marks, trade names, design rights, rights in get-up and trade dress, database rights, databases, data exclusivity rights, approvals, domain names, business names, rights in computer software, semiconductor topography rights, the right to sue for infringement, unfair competition and passing off, all similar rights of whatever nature wherever in the world arising, in each case:~~

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Indent: Left: 0 cm, Hanging: 3.81 cm

~~(a) whether registered or not,~~

Formatted: Indent: Left: 2.54 cm, First line: 1.27 cm

~~(b) including any applications to protect or register such rights,~~

Formatted: Indent: Left: 3.81 cm

~~(c) including all renewals and extensions of such rights or applications,~~

Formatted: Indent: Left: 2.54 cm, First line: 1.27 cm

~~(d) whether vested, contingent or future, and~~

Formatted: Indent: Left: 2.54 cm, First line: 1.27 cm

(e) wherever existing.

"Order Form"

means an order form entered into by the parties that, once mutually agreed shall form a part of this Agreement as if severally set out herein. The initial Order Form is attached in Schedule 1 to this Agreement.

Quick Action Credits a credit is equal to the use of one Quick Action using the Services.

"Regulatory Body"

means a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over any of the parties to the Agreement and/or the Services provided under this Agreement.

"Services"

The Services to be provided by IntentPro to the Client or the Customer as the case may be, as more particularly described in the Order Form.

1.2 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and also include any subordinate legislation made under that statute or provision.

1.3 The expression "person" where used in this Agreement means any person, company or other legal entity.

1.4 The singular includes the plural and vice versa and any gender includes any other gender.

1.5 Any reference in this Agreement to a party means either IntentPro or the Client and any reference to parties means both of them.

1.6 References in this Agreement to the parties are to include their successors in title and (to the extent permitted by this Agreement) their assigns.

1.7 Wherever in this Agreement a period of time is referred to, the day upon which that period commences is the day from which the period is expressed to run, or the day upon which the event occurs which causes the period to start running.

1.8 The headings and titles of clauses in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.9 Any reference to provision of Services includes to procure the provision of the Services.

2. Services

2.1 IntentPro agrees to provide the Services as set out in the Order Form.

2.2 In providing the Services to Client, IntentPro will exercise all professional ethics and reasonable skill and care commensurate with good industry practice.

2.3 A free trial of the Services may be provided by Intentpro for a period (the "Free Trial Period").

Formatted: Font: Not Bold

Formatted: Indent: Left: 2.48 cm, First line: 1.27 cm

Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm

Formatted: Indent: Left: 0 cm

2.4 For the Free Trial Period any End Users which sign up to receive the Services will have access to a single workspace and access to the Quick Action functionality as then specified at [X] with a limited number of Quick Action Credits to use.

Formatted: Highlight

2.5 The Client will be able to terminate the Services at the end of the then current month upon written notice to Intentpro anytime during the Free Trial Period.

2.6 Intentpro may, from time to time, amend, update or remove elements of the Services.

2.7 A full list of the Services at any particular time will be available at [X].

Commented [SS1]: Please provide website link.

Formatted: Highlight

2.8 It is the Client's sole responsibility to ensure that they check the availability of Services and any new features.

2.9 Intentpro shall not be liable, nor shall any fee reductions be available, for any failure to use additional Services or the lack of availability of any part of the previously provided Services except as provided for in Schedule [X] service levels.

Formatted: Highlight

3. Client and End User Obligations

3.1 The Client shall be obliged to provide in a timely manner all information and assistance reasonably required for the Services to be performed. Should there be any delay in providing IntentPro with the information as to the Services to be performed attributable to the Client, IntentPro shall not be liable.

3.2 The Client and its End Users shall not use the Services:

3.2.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Agreement;

3.2.2 to commit any act of fraud;

Formatted: Indent: Left: 0 cm, First line: 0 cm

3.2.3 to distribute any Virus;

3.2.4 for purposes of promoting unsolicited advertising or sending spam;

3.2.5 to simulate communications from the Supplier or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

3.2.6 in any manner that disrupts the operations, business, equipment, websites or systems of Intentpro or any other person or entity (including any denial of service and similar attacks);

3.2.7 in any manner that harms or may endanger minors or any other person;

3.2.8 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;

3.2.9 to promote any unlawful activity;

3.2.10 to represent or suggest that IntentPro endorses any other business, product or service unless IntentPro has separately agreed to do so in writing;

3.2.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

3.2.12 in any manner which may impair any other person's use of the Services or use of any other services provided by IntentPro to any other person;

3.2.13 to attempt to circumvent any security controls or mechanisms;

3.2.14 to attempt to circumvent any password or user authentication methods of any person;

3.2.15 in any manner inconsistent with our Agreement or any instructions provided by IntentPro from time to time; or

3.2.16 in any manner which does not comply with the provisions relating to IPR contained in our Agreement, including the reverse engineering, decompiling or copying of the functionality of the Services.

4. Fees

4.1 In consideration of IntentPro's provision of the Services, Client will pay to IntentPro the Fees together with VAT, if applicable, at the appropriate rate.

4.2 Unless stated otherwise in the Order Form, all invoices are due and payable 30 days after the date of receipt of the invoice.

4.3 If any sum payable under this Agreement is not paid within 30 days from date of receipt of invoice submission then (without prejudice to IntentPro's other rights and remedies) IntentPro reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Commented [SS2]: How would this work with Stripe payments? I assume we will have to account for any blocked payments.

4.4 IntentPro may earn interest or benefit from investment income in the process of managing or holding Clients' or Clients' debtors' money. IntentPro reserves the right to retain all such benefits.

4.5 Quick Action Credits are non-refundable, non-exchangable, expire at the end of the month and are voidable at IntentPro's discretion.

4.6 The Services are offered on a tiered basis. IntentPro will not be obligated to refund any Fees paid for a month following a request by the Client to move from one tier to another.

4.7 All requests to move to a different tier of Services must be made by the Client's duly authorized representative to the Client in writing to Intentpro. Any move from one tier to another of the Services shall be at Intentpro's sole discretion.

Commented [SS3]: Is this practical/reflects your account management practices?

Formatted: Indent: Left: 0 cm, First line: 0 cm

5. Indemnity, and Limitation of Liability and Disclaimer

5.1 The Parties agree;

5.1.1 Notwithstanding any other provision in this Agreement, neither party limits its liability for death or personal injury arising from its negligence or that of its employees, agents or sub- contractors or for fraud, fraudulent misrepresentation or wilful default.

5.1.2 -Neither party shall be liable under or in relation to this Agreement or its subject matter (whether such liability arises for breach of contract, in negligence or any other tort, under statute or otherwise at all) for any:

- a) loss of profits, sales or turnover;
- b) loss of contracts, customers or business opportunities or damage to reputation; or
- c) indirect, consequential or special losses of any type and for the purpose of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss and an increase in anticipated losses shall be treated as equivalent to a decrease in anticipated profits.

~~5.2 The Client agrees that it uses the Services at its own risk. Intentpro does not provide any warranty about the completeness, accuracy, and reliability of the Services, particularly the output of the quick action tool.~~

Formatted: Indent: Left: 0 cm

~~5.3 The Client is advised to ensure that all information input for the usage of the Services is vetted thoroughly to ensure the accuracy of the information.~~

~~5.2 IntentPro agrees to indemnify the Client against all and any actions arising from any non-compliance by IntentPro of the Client's policies and procedures which directly relate to relevant Regulatory Bodies and Applicable Laws and which the Client has advised IntentPro are relevant to the provision of the Services pursuant to this Agreement.~~

5.3 IntentPro's liability to the Client for losses claimed by the Client pursuant to Clause 5.2 is limited in aggregate to the annual value of the contract. ~~For the avoidance of doubt IntentPro will not be liable to the Client for any consequential loss (including without limitation loss of profits or business, loss of revenue, loss or corruption of data), which is expressly excluded.~~

~~5.3A Client's liability to IntentPro for losses claimed by IntentPro pursuant to this Agreement is limited in aggregate to the annual value of the contract. For the avoidance of doubt the Client will not be liable to IntentPro for any consequential loss (including without limitation loss of profits or business, loss of revenue, loss or corruption of data), which is expressly excluded.~~

5.3~~AB~~ Notwithstanding clause 5.3, nothing in this Agreement shall limit or exclude the liability of IntentPro for any breach of clause 6 (Confidentiality) or clause 7 (Data Protection).

5.4 IntentPro shall not have any liability to the Client under this Agreement or otherwise to the extent such liability is caused by:

5.4.1 Services, content, software or other materials

- (a) provided, created or supplied otherwise than by or on behalf of IntentPro; or
- (b) provided by IntentPro at the specification of the Client.

5.4.2 any breach of this Agreement by the Client; or

5.4.3 any other knowing default by the Client.

5.5 Subject to Clause 5.6, neither Party shall be liable to the other for any loss of profits, goodwill or any type of special, indirect or consequential loss arising from such party's breach of this Agreement or its negligent act or omission.

5.6 Neither party excludes or limits liability to the other for death or personal injury.

5.7 The Client acknowledges and agrees that any output generated by the Services should be checked by the Client before use and any risk for use of the output of the Services it at the client's own risk.

5.8 Intentpro will not be responsible for any incorrect output and acknowledges that output from the Services can be false, inaccurate or contain errors.

Formatted: Indent: Left: 0 cm, Hanging: 1.27 cm

6. Confidentiality

6.1 Subject to Clause 6.2 each party undertakes to procure that its employees, agents and contractors, (and in respect of the Client, any End Users), treat as confidential:

6.1.1 any and all information obtained from the other party which by its nature should be treated as confidential or is marked as such which may come into its possession or into the possession of any of its employees, agents or contractors, as a result of or in connection with this Agreement;

6.1.2 any and all information which has been or which may be derived or obtained from any such information described in Clause 6.1.1.

6.2 The provisions of Clause 6.1 do not apply to any information ~~which that~~ the receiving party proves:

Formatted: Indent: Left: 0 cm, Hanging: 0.63 cm

6.2.1 is in or enters the public domain other than by breach of Clause 6.1;

6.2.2 is obtained from a third party who is lawfully authorised to disclose such information; or

6.2.3 is required to be disclosed by law or by order of a court of competent jurisdiction or regulatory authority, or pursuant to a formal or informal request of a tax authority or to its legal advisers for the purpose of obtaining legal advice, but in each case only to the extent and for the purpose of such disclosure.

7. Data Protection

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and IntentPro is the processor. [Schedule 2](#) sets out the data processing instructions which includes the scope, nature and purpose of processing by IntentPro, the duration of the processing and the types of personal data and categories of data subject.

7.2 Without prejudice to the generality of clause [7.1](#), the Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to IntentPro for the duration and purposes of this agreement.

7.3 Where the Client provides Protected Data to IntentPro, the Client shall not be liable for any breach of the Data Protection Legislation to the extent such breach arises as a direct result from or in connection with any breach by IntentPro of IntentPro's obligations. However, IntentPro shall not be liable for any breach of the Data Protection Legislation to the extent such breach arises as a direct result from or in connection with any breach by the Client of its obligations as data controller under the Data Protection Legislation.

7.4 Without prejudice to the generality of [Clause 7.1](#), IntentPro shall, in relation to any personal data processed in connection with the performance by IntentPro of its obligations under this agreement:

- (a) not use the personal data contained in the Protected Data for any direct marketing purposes;
- (b) process that personal data only in accordance with this agreement or on the documented written instructions (including by email) of the Client unless IntentPro is required by Applicable Laws to otherwise process that personal data. Where IntentPro is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, IntentPro shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit IntentPro from so notifying the Client;
- (c) ensure that it has in place appropriate technical and organisational measures to 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;
- (d) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (e) where reasonably practicable, not transfer any personal data outside of the European Economic Area unless ~~the prior written consent of the Client has been obtained and the following conditions are fulfilled:~~
 - i. the Client or IntentPro has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. IntentPro complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - iv. IntentPro complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (f) assist the Client, at the Client'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, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Client without undue delay, and in any event within ~~eight~~twelve ~~(8)~~(12) ~~working~~ hours, on becoming aware of a suspected or actual personal data breach;
- (h) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- (i) maintain complete and accurate records and information relating to the processing of personal data pursuant to this agreement to demonstrate its compliance with this clause 10;

- (j) take reasonable steps to ensure the reliability of its employees that have access to the Protected Data;
- (k) delete the Protected Data in accordance with the instructions of the Client as set out in Schedule 3 or any other instructions given in writing (including by email) from time to time, subject to any requirement under Applicable Law to keep copies of the personal data; and
- (l) will not change our use purpose of the data provided by the Client without written notification to the Client, not engage a data sub-processor except with the prior written authorisation of the Client.

7.5 The obligations contained in this clause 7 shall survive termination until such time where IntentPro does not hold, or have access to, any personal data controlled by the Client.

7.6 IntentPro may change our sub-processors to ensure we optimise the Services we provide. Our list of sub-processors is maintained on our website (the "Sub-Processor List"). IntentPro will not email or notify you about these changes. It is the Client's responsibility to check this Sub-Processor List from time-to-time to identify the sub-processors that being engaged by IntentPro and IntentPro disclaims all liability for processing by third party sub-processors.

~~7.5.7~~ 7.7 Intentpro may use aggregated user data from a Client's usage of the Services and may view unaggregated user data for providing the Services, support for the Services and gaining insights as to Client's usage of the Services.

Formatted: Indent: Left: 1.27 cm, No bullets or numbering

Commented [SS4]: This is a clause we added for Koodoo however I am not sure how relevant it is to Intentpro in the circumstances.

Formatted: List Paragraph, Left, No bullets or numbering

8. Intellectual Property

- 8.1 The parties acknowledge that IntentPro may use certain "Service Materials" which may contain IntentPro IPR and Client IPR and confidential information of the parties. This clause sets out the basis on which each party may use such IPR and confidential information.
- 8.2 All pre-existing IntentPro IPR shall be the property of IntentPro and save as specified in this Agreement the Client acknowledges that it has no rights, title, or interest in this pre-existing IntentPro IPR.
- 8.3 All pre-existing Client IPR shall be the property of the Client and save as specified in this Agreement IntentPro acknowledges that it has no rights, title, or interest in the Client's pre-existing IPR.
- 8.4 The Client shall at the request and expense of IntentPro execute and do all such documents, deeds, matters, acts and things as IntentPro may at any time require properly to vest pre-existing IntentPro IPR in IntentPro or otherwise to perfect IntentPro's title thereto. The provisions of this clause shall survive the termination of this Agreement, howsoever caused.
- 8.5 IntentPro shall at the request and expense of the Client execute and do all such documents, deeds, matters, acts and things as the Client may at any time require properly to vest the pre-existing Client IPR in the Client or otherwise to perfect the Client's title thereto. The provisions of this clause shall survive the termination of this Agreement, howsoever caused.
- 8.6 IntentPro acknowledges that all IPR in materials supplied to IntentPro in respect of this specific Agreement belong to the Client and shall be returned to the Client immediately on request; and all Intellectual Property Rights created by (i) the Client, (ii) IntentPro or (iii) jointly by the parties in

connection with the performance of these specific Services or otherwise in connection with this specific Agreement (including but not limited to Derivative Data, business processes, software developments and know-how) shall vest in IntentPro. The Client hereby assigns such rights to IntentPro with full title guarantee and agrees to execute and do all further deeds, documents and things as may be necessary to confirm the vesting of such rights in IntentPro absolutely; and

8.7 The Client shall indemnify IntentPro against all costs, damages, expenses, liabilities and losses of any nature whatsoever incurred and suffered by IntentPro in respect of any breach by the Client, its employees, agents or ~~sub-contractors~~sub-contractors of this Clause, including, but without limitation, in respect of any claim by any third party that the possession, exploitation and/or use of any of, or all, the Service Materials infringes any IPR of such third party.

~~8-78.8~~ The Client agrees that Intentpro can use the Client's logo and branding for marketing purposes.

Formatted: List Paragraph, Left, No bullets or numbering

9. Termination

9.1 The Client may terminate this agreement forthwith and without notice if IntentPro:

- (i) fails to perform the Services timeously, adequately or at all, or to the standards and within the timescales reasonably required by Client after having been advised of Client's expectations or interacts with Client's management, staff or other consultants in a manner which is incompatible with generally accepted standards of business behaviour; and
- (ii) commits a serious breach of its obligations under this Agreement and such breach, if capable of remedy, has not been remedied within 30 days of service of notice by Client specifying the breach and requiring it to be remedied.

9.2 IntentPro may terminate this agreement forthwith and without notice if Client:

- (i) commits a serious breach of any of its obligations under this Agreement and such breach, if capable of remedy, has not been remedied within 30 days of service of notice by IntentPro specifying the breach and requiring it to be remedied; or
- (ii) requires any Consultant to do an unlawful act, after IntentPro has brought the facts and circumstances to Client's attention.

9.3 Either Client or IntentPro may terminate this Agreement if the other party:

- (i) is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986; or
- (ii) convenes a meeting or compounds with its creditors or if a receiving order is made against it; or
- (iii) if an order is made or a resolution is passed for its winding up (otherwise than for the purposes of solvent amalgamation or reconstruction where the resultant entity assumes all the obligations of that party) or for the appointment of an administrator to manage its affairs, business and property; or

(iv) if an administrator or receiver is appointed over any of its assets or undertakings or if circumstances arise which entitle the Court to make a winding-up order or if that other party takes or suffers any analogous action.

9.4 Upon termination of this Agreement pursuant to this Clause, Client will only be liable to IntentPro in respect of fees and expenses due in respect of Services provided up to the date of termination save that if either party terminates this Agreement for the other party's default, then the aggrieved party will be entitled to be paid its reasonable costs necessitated by the termination.

9.5 If any sum payable by Client to IntentPro is not paid by the due date, IntentPro will be entitled to suspend provision of the Services until such time as the payment is made.

9.6 IntentPro may terminate the Agreement at anytime by providing 30 days written notice to the Client.

9.7 Client may terminate the Agreement at the end of the Initial Term by providing written notice to IntentPro any time after the Free Trial of the Initial Term of the Agreement have been completed.

10. Notices

10.1 Any notices to be served on IntentPro or Client are to be sent by fax, or first-class letter post to the addresses shown at the head of the Letter Agreement marked, in the case of IntentPro, for the attention of the Commercial Director and in the case of Client for the attention of the Client's signatory to the Order Form. Notices sent by first-class post are deemed served on the first working day following posting. Notices sent by fax are deemed to have been served on the following day, but only if a transmission report is generated by the sender's fax machine recording a message from the recipient's fax machine, confirming that the fax was sent to the correct number and that all pages were successfully transmitted. Notices may ~~not~~ be served by electronic mail and will be deemed received the same day as the email is sent, so long as the email does not bounce or an undelivered message is received.

10.2 The Client acknowledges important communications regarding the provision of the Services will be sent by email and via notifications. Intentpro shall not be liable for any act or omission of the Client in its receipt and response to such communications.

11. Non-Solicitation

Each party undertakes that from the Commencement Date until 12 months after the termination of this Agreement it shall not, unless otherwise agreed in writing between a director of each party, directly, indirectly, alone or jointly, and whether as principal or agent, solicit or entice away or endeavour to solicit or entice away any director or employee of the other party connected with the Services.

12. Entire Agreement and Variation

12.1 This Agreement, including any Schedules, supersedes all prior representations, arrangements, understandings, and agreements between the parties (whether written or oral) relating to its subject matter and expresses the entire complete and exclusive agreement and understanding between the parties at the date of execution of the Order Form. Any such prior agreements are terminated by mutual consent with effect from the date of the Order Form.

- 12.2 In accepting these terms, neither party has relied upon any statement, warranty, undertaking or representation made by the other party, which is not expressly set out or referred to in this Agreement.
- 12.3 Neither party may pursue a claim nor remedy in respect of misrepresentation (negligent or otherwise) or untrue statement made by the other party but this clause does not operate so as to exclude liability for fraudulent misrepresentation.
- 12.4 This Agreement may not be discharged, supplemented or amended in any manner except by an instrument in writing signed by a duly ~~authorised~~authorized signatory of each of the parties.
13. **Privity of Contract**
- A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except and to the extent (if any) that this Agreement expressly provides for that Act to apply to any of its terms.
14. **Force Majeure**
- 14.1 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.
- 14.2 Notwithstanding clause 14.1, should a force majeure event prevent or materially impair performance by a party of its obligations under this Agreement for a period of more than thirty (30) days, the other party shall be entitled, without prejudice to its other rights and remedies under this Agreement or at law, to terminate this Agreement or the relevant Services by written notice to the other party without penalty or liability save that IntentPro shall within thirty (30) days of such termination pay to Client an equitable refund of any prepaid charges, fees or costs for any period for which Services have not been performed, either due to the occurrence of the force majeure event or the resulting termination of this Agreement under this clause.
15. **Alternative Dispute Resolution**
- 15.1 All disputes between the parties arising out of or relating to this Agreement are to be referred, within 7 calendar days to the representatives appointed in accordance with Clause 15.2 for resolution.
- 15.2 If any dispute cannot be resolved by the representatives within a maximum of 7 calendar days the dispute is to be referred to the managing directors/chief executives, or their appointed representatives, of the parties who must, within 7 days of the referral, meet in an effort to resolve the dispute.
- 15.3 If any dispute cannot be resolved at such meeting or within 14 days from its conclusion, the provisions of Clause 15.4 shall apply.
- 15.4 If the issue cannot be so resolved by discussion, the parties will, before taking any step in proceedings jointly refer the dispute to Centre for Effective Dispute Resolution in London with a view to conducting structured resolution negotiations with the assistance of a mediator appointed by the Centre under an appropriate Alternative Dispute Resolution procedure.

16. **Invalidity and Waiver**

16.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16.2 Any failure or delay by the Lender to exercise or enforce any rights under this agreement and/or in law shall not operate as a waiver of any such rights nor prejudice their enforcement in any way.

17. **Governing Law and Jurisdiction**

This Agreement is governed by and to be construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under it.

18. **Transfer of Undertakings (Protection of Employees)**

18.1 If it should be alleged or determined that TUPE applies in relation to the start, implementation, operation or as the case may be, termination or expiration of this Agreement or any of its provisions, then the Client will indemnify and keep indemnified IntentPro and hold IntentPro harmless from and against all losses (whether direct or indirect, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities (including without limitation any liability to tax) and expenses (including without limitation, reasonable legal and other professional fees and expenses) which IntentPro may suffer, sustain, incur, pay or be put to by reason or on account of or arising from the application of TUPE to the employees of the Client.

18.2 If it should be alleged or determined that TUPE applies in relation to the start, implementation, operation or as the case may be, termination or expiration of this Agreement or any of its provisions, then IntentPro will indemnify and keep indemnified the Client and hold the Client harmless from and against all losses (whether direct or indirect, damages, costs, actions, awards, penalties, fines, proceedings, claims, demands, liabilities (including without limitation any liability to tax) and expenses (including without limitation, reasonable legal and other professional fees and expenses) which the Client may suffer, sustain, incur, pay or be put to by reason or on account of or arising from the application of TUPE to the employees of IntentPro.

19. **Counterparts**

This Agreement may be executed in any number of separate counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument

20. **Anti-bribery, Anti-facilitation of Tax Evasion and Anti-Slavery and Human Trafficking**

20.1 The ~~Parties~~~~Firm~~ shall:

20.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, anti-slavery and human trafficking laws including but not limited to:

- (a) the Bribery Act 2010;
 - (b) the Criminal Finances Act 2017; and
 - (c) the Modern Slavery Act 2015
- (together, the '**Relevant Requirements**');)

20.1.2 have and maintain in place throughout the term of this agreement the Firm's own policies and procedures including adequate procedures under the legislation noted in clause 20.1.1 to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

20.1.3 not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

20.1.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

20.1.5 promptly report to the Lender any breach of the Relevant Requirements by the Firm or any person associated with it in connection with the performance of the agreement.

20.2 For the purpose of this clause ~~20.19~~ the meaning of adequate procedures shall be determined in accordance with the provisions of the Relevant Requirements (and any guidance issued under those Acts).

Schedule 1 – Trial Specific Terms Service Levels

1.

1. **Services**

Development services:

IntentPro will make the following amendments to the retention journey currently being supplied to the Client via Sopra Banking's integrated with Sopra Banking's Activate software:

- ~~Changes to consumer retention journey per Change Request dated 20th December 2021~~
- ~~Changes to consumer retention journey to adapt for broker use, enabling the following functionality:~~
 - ~~Broker to verify if they are registered and select a mortgage club or network to submit the switch~~
 - ~~Broker to log in to the customer's account as per the current consumer/LCBTL journey~~
 - ~~Display additional customer information on the account page~~
 - ~~Broker to enter their fees, when due and if they are providing advice to the customer~~
 - ~~ESIS generation and switch submission to include broker information as entered in the journey~~
 - ~~Copy updated to be appropriate to the Broker~~
- ~~Reasonable changes required post launch to either the consumer or broker retention journey. Services provided will not exceed 1 sprint (2 weeks) of work for 1 developer and 1 tester~~
- ~~If IntentPro and the Client together decide at a later date to connect the retention journeys via API directly to the Client's systems rather than through an integration with Activate, this work will be included in this Order Form.~~

Ongoing services

- ~~IntentPro will maintenance the broker retention portal journey as part of the overall retention solution~~

2. **Timing**

~~Changes to the journeys to be completed in time for go live in February 2022. Changes to connect APIs directly with the Client's systems rather than through an integration with Activate to be made at a later date as required.~~

3. **Fees**

~~The Client will pay IntentPro a fee of £20,000 + VAT for the "Development services" as described above.~~

~~The Client will pay IntentPro a regular fee of £2,500 + VAT per month as an "Ongoing services" described above.~~

IntentPro

Commented [SS5]: I appreciate this is a self-serve tool however, the Client will expect some service levels for the accessibility/functionality of the tool.

Formatted: Centered

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.63 cm + Indent at: 1.27 cm

Schedule 2 – Data Protection

Nature and Purpose of the Processing	Categories of Data Subject	Types of Personal Data Processed	Controller	Duration of the Processing	Sub processors
For the purposes of managing the Services	Client employees/representatives	Names; work emails; work phone numbers; work addresses.	Client	The Term of the Contract and a period not exceeding 6 years thereafter	None
For the purposes of providing managing the Services	IntentPro employees/representatives	Names; work emails; work phone numbers; work addresses.	IntentPro	The Term of the Contract and a period not exceeding 6 years thereafter	None
For the purposes of providing and receiving the Services	Client's Customers	Names; addresses; mortgage account numbers.	Client	The Term of the Agreement	None