

SERVICE PROVIDER TERMS AND CONDITIONS 20th September 2018

Welcome to the Maistro Site, an internet-based Marketplace operated by Maistro UK Limited, a company registered in England and Wales under number 06211244 whose registered address is 3 Kew Court, First Floor, Pynes Hill, Exeter, EX2 5AZ (“we”, “us”, “our” or “Maistro”). These Terms and Conditions, together with our [Privacy and Cookie Policy](#) and [Terms of Use](#) (the “Terms”) govern our relationship with you and your participation in The Marketplace. They also set out the Terms that will apply to all Live Projects undertaken by you (see Schedule 1).

By clicking “I Agree,” or notifying us by an alternative means that you agree, you agree that: (a) you have read and accept these Terms, our [Privacy and Cookie Policy](#) and the [Terms of Use](#) and that you agree to be legally bound by them on your own behalf and on behalf of the organisation (if any) named on your account set up form; and (b) you represent and warrant that you are of legal age to enter into a binding contract and that, if you are entering this agreement on behalf of an organisation, you have the right and authority to bind the organisation to these Terms. Further you agree to not share or divulge any projects, processes, customer information or any other information to any other third party from any Maistro source, including but not limited to the Site, any electronic or telephone communications, Maistro phone calls.

If you do not accept these Terms, please do not use our Site: you will not be able to submit Pitches. If you do not agree to these Terms, Maistro will not and does not license you to use the Site or any of the services available via the Site and you should immediately cease any such use. We reserve the right to make changes to these Terms at any time. Please read these Terms each time you submit a Pitch as they are subject to change. Your continued use of The Marketplace thereafter constitutes your acceptance of the changed Terms.

1. DEFINITIONS

1.1. In these Terms:

“Brief” means each statement of requirements submitted by a Customer to The Marketplace or directly to us, or as prepared by us in collaboration with the Customer, which may or may not include the project type, objectives and budget, as varied with our input in readiness for circulation to one or more Maistro Service Providers;

“Business Day” means any day which is not a public holiday or a Saturday or Sunday in England or Wales;

“Completion” has the meaning given to it in Clause 2.4 of the Project Terms;

“Confidential Information” means any and all confidential information (whether in oral, written or electronic form) imparted in confidence by one party to the other (whether before or after the date these Terms are entered into) or otherwise obtained by one party relating to the other's business, finance or technology, know-how, intellectual property, assets, strategy, products, suppliers and customers, including without limitation information relating to manufacturing or other processes, management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that party or which would be regarded as confidential by a reasonable business person, save to the extent that such information:

- (i) is already in the public domain at the time of disclosure; or
- (ii) enters the public domain other than by a breach of any obligation of confidentiality;
- (iii) consists of the Brief, the Listed Project and the Pitch each of which may be discussed between the Customer, you and us for the purposes of progressing to a Live Project but shall otherwise be kept strictly confidential;

“Content” means assets and materials, tangible and non-tangible, in any format, including but not limited to Intellectual Property, submitted by Customers or you or another Service Provider to us by e-mail,

through The Marketplace, the Site or otherwise;

“Control” means the right to control, directly or indirectly, the activities of a person, whether through ownership or the ability to control the voting powers of shares, the ability to control the board or management of such person or otherwise;

“Customer” means any organisation registered as a customer on The Marketplace;

“Customer Content” means all Content provided by Customers;

“Data Protection Legislation”: The General Data Processing Addendum is set forth in Schedule 2 of this Agreement. In consideration of the mutual obligations set out therein, the parties hereby agree that the Terms and Conditions set out in Schedule 2 shall be incorporated into this Agreement. Schedule 2 included within this Agreement is entered into and becomes a binding part of this Agreement with effect from the date of your acceptance to these Terms and Conditions.

“Exclusive Customers” means (a) any Customer whose Brief or Listed Project you can access or have received; (b) who we have discussed with you orally or in writing; or (c) who has received your Pitch through the Marketplace or through us by any other means;

“Exclusive Period” means 12 months following the latter of:

- a) Completion of your latest Live Project for the relevant Customer;
- b) the date you had access to the relevant Customers latest Listed Project or the date they received your latest Pitch; or
- c) where a Live Project does not progress to Completion, the date the Live Project was confirmed to be terminated in accordance with these Terms;

“Group Company” means in relation to any company, any body corporate which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company (“holding company” and “subsidiary” having the meanings attributed to them by s.1159 Companies Act 2006) and “Group” shall be construed accordingly;

“Intellectual Property” means patents, petty patents, utility models, trademarks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, moral rights, database rights, know how, secret processes, inventions, trade or business names, domain names, website addresses and any similar rights in any country whether currently existing or created in the future, together with the right to sue for and recover damages or other relief in respect of infringements of any of them;

“Listed Project” means a Brief which has been listed on The Marketplace or otherwise made available or information regarding circulated to you;

“Live Project” means a Listed Project which has become live as a result of the Customer’s acceptance of a Selected Service Provider’s Pitch;

“Maistro Margin” means the sum agreed by us in writing within the SOW or otherwise (net of VAT and similar taxes if applicable).

“Maistro Service Provider” means you, or another service provider registered with a Maistro Service Provider Account, as the context requires;

“Maistro Service Provider Account” or “your account” means an account registered on the Site or registered through us by other means in the name of you and/ or your business organisation for the provision of services to Maistro;

“Site” means the domain www.maistro.com and any other websites and subdomains Maistro may operate from time to time and includes The Marketplace;

“The Marketplace” means the section of the Site which permits: (i) Customers to upload Briefs (ii) us to include Listed Projects based on those Briefs; and (iii) Maistro Service Providers to submit Pitches in response to such Listed Projects, and the section of the Site where Listed Projects are displayed.

“Non Project Content” means any content which you provide to us or to The Marketplace and which is not Content including materials for Maistro seminars, roundtables, conferences or other events;

“Open Source Software” means any open source software or libraries or code licenced from time to time under any form of open source licence, including the General Public Licence (as described by the Free Software Foundation and set out at <http://www.opensource.org/docs/definition.php>;

“Pitch” means a proposal by you (or where the context requires another Maistro Service Provider) submitted via any means including but not limited to The Marketplace; through us; or directly to a Customer in response to a Listed Project;

“Pre-existing Content” means all content and materials which you created prior to a Live Project which you have confirmed within the SOW will be excluded from transfer or which are unrelated to a Live Project not including any third-party content;

“Project Content” means the deliverables you are required to deliver to us and a Customer, in relation to a Live Project, as set out in the relevant Pitch or any SOW and does not include the Customer Content or the Preexisting Content not including any third-party content;

“Project Fee” means the fee payable by a Customer to us for a Live Project as set out in any SOW or in the absence of a SOW which states the fees then as set out in the Brief; the Listed Project; or the Pitch, whichever is the later;

“Project Terms” means the contract terms governing your Live Projects which are set out in Schedule 1;

“Selected Maistro Service Provider” means the Maistro Service Provider whose Pitch has been selected to undertake a Live Project;

“SOW” means a statement of work setting out all or some of the following: specification, confirming payment terms, deliverables, milestones, payment schedule and timetable for the Live Project.

“you” or “Maistro Service Provider” means you and the organisation that submitted your Pitch on the Site and “your” shall be construed accordingly.

1.2. In these Terms (unless the context requires otherwise):

1.2.1. the singular shall include the plural and vice versa;

1.2.2. any reference to “in writing” or “written” shall include written or produced by any legible and non-transitory substitute for writing (including in electronic form) or partly in one manner and partly in another;

1.2.3. any reference to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.5. This Agreement will be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

1.2.6. the Clause headings in these Terms are included for convenience only and do not affect the interpretation of these Terms;

1.2.7. if a payment due from the indemnifying party to the indemnified party under these Terms is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as will ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax;

1.2.8. any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context requires otherwise) be construed as referring to:

(a) such legislation as amended and in force from time to time and to any legislation which (either with or without modification) reenacts, consolidates or enacts in rewritten form any such legislation; and

(b) any former legislation which it reenacts, consolidates or enacts in rewritten form;

1.3. Subject to Clause 1.2.7 and save as otherwise expressly provided, all amounts referred to in these Terms (including any damages for breach of these Terms) will be regarded as stated exclusive of VAT and any other taxes.

1.4. If you are required to pay any withholding tax, charge or levy in respect of any payments due to us, you agree to gross up payments actually made such that we shall receive sums due in full and free of any deduction for any such withholding tax, charge or levy.

1.5. If these Terms impose restrictions on a party or otherwise limit the freedom of action of a party (each such prohibited matter being a "Prohibited Act"), such obligation shall be deemed to in addition require that party to: (i) prevent any person it Controls from doing the Prohibited Act; (ii) not procure, advise, incite or assist any third party which it does not Control and which is not a member of its Group to do the Prohibited Act; and (iii) to use all reasonable endeavors to prevent all members of its Group which it does not Control from doing the Prohibited Act.

1.6. If there is inconsistency between:

- (i) any Statement of Works "SOW";
- (ii) the Terms;
- (iii) the Project Terms;
- (iv) the Pitch; and
- (v) the Brief,

then they shall take precedence in that order. The Pitch and the Brief shall be replaced and superseded by the Statement of Work at the point of its creation.

2. USING THE MARKETPLACE AND CONTRACT PROCESS

2.1. The Marketplace is a service and procurement delivery system which manages both the Pitch and the Live Project process. We provide The Marketplace through which Customers submit Briefs; we upload Listed Projects; Maistro Service Providers submit Pitches and Customers review shortlisted Pitches and then select a Maistro Service Provider to progress the Live Project through to Completion.

2.2. Once you have set up a Maistro Service Provider Account you may respond to any Listed Project available to you under these Terms and Conditions. You must upload a Pitch within the time specified within the Listed Project, usually within five Business Days of the Listed Project being put on The Marketplace or made available to you. If you do not upload a Pitch within that time frame then your Pitch may be discounted. You may not include any of your contact details within a Pitch. You may submit Pitches via The Marketplace at your discretion and we make no commitment regarding the frequency or quantity of Listed Projects you will receive. We may shortlist any number of Maistro Service Providers for each Listed Project but we will generally shortlist three (the "**Pitch Review**"). Following a Pitch Review, the

Customer has two weeks to notify us of its Selected Maistro Service Provider, unless we, at our discretion, grant the Customer additional time, (the “**Selection Period**”). Once we have been informed by the Customer of the Selected Maistro Service Provider, we will notify unsuccessful Maistro Service Providers and if you are successful, we will provide your contact details to the Customer and open up a collaboration space on the Site in which you and the Customer will progress the Live Project (the “**Project Space**”). You may not contact or accept contact from the Customer unless and until:

2.2.1. you are notified that you have been selected as the Selected Maistro Service Provider and your contact details have been included in the Project Space; and

2.2.2. the initial Customer payment has been received by Maistro and you have received confirmation of that receipt from your Project Manager, who will provide you with the appropriate project details.

2.3. We may draft a SOW which may be updated or varied by us from time to time in accordance with these Terms. Any inconsistencies between the SOW and these Terms shall be dealt with as set out in Clause 1.6. Where we draft a SOW, we will email you a copy or provide a link to it within Project Space. If you have any comments, additions or proposed changes to the SOW you must tell us within 24 hours of receipt whereupon we will consider such changes and to the extent reasonably practicable incorporate in a revised SOW which shall be final and binding. If you do not notify us within this period, then the SOW will be deemed to be accepted as drafted and will become a binding part of these Terms. The SOW shall not affect the obligations for payment in Clause 4.2 and Clause 4.3.

2.4. We take delivering our Listed Projects on time and on budget seriously. Unless specifically provided to the contrary, timing is of the essence in respect of any dates specified for your delivery of the milestones or timetable specified within the SOW.

2.5 You must notify us as soon as reasonably practicable (and in any case within 2 Business Days) by e-mail to the respective Maistro Project Manager. If any work you feel may fall outside of the scope of the SOW or that may impact on the timing or delivery of the Live Project in accordance with the SOW (“**Change Notification**”). Where we consider your Change Notification amounts to additional work falling outside of the original SOW, or that a delay is due to our or the Customer’s act or omission or due to circumstances outside of your control we will consider the impact with the Customer and may either: (i) reject the claim that the work is outside of the scope of the SOW; or (ii) send you or upload to Project Space a revised SOW in accordance with Clause 2.3 above with any amended timetable and payments.

2.6. Upon registration of your Maistro Service Provider Account, a binding contract is formed between you and us on these Terms which govern our relationship. You act as our subcontractor when undertaking a Live Project for our Customers and we are the principal in our contracts with both, our Customers, and you (save in relation to any contractual communications you have with the Customers other than via The Marketplace (such as emails) in relation to which we are not party nor legally bound). If you become a Selected Maistro Service Provider and have submitted your current contact details in the Project Space, you will be entitled to contact the Customer and request meetings with the Customer for the purposes of that Live Project. You may have no other direct contact with Customers including by phone calls, meetings, emails or any other type of electronic, written or verbal communication unless we have expressly agreed this in writing. You agree that you will attend weekly, bi-monthly (or as requested by Maistro) project update calls, which will be held to assess progress in specific areas of the Live Project as well as review project progress on a regular basis. You hereby agree and acknowledge that: (i) a Listed Project is an invitation by us to you to tender for a Live Project on the Project Terms; (ii) your Pitch is your offer to us and is not capable of being accepted until we notify you that you are a Selected Maistro Service Provider for that Live Project and the SOW has been issued by Maistro, at which point a binding contract is formed between you and Maistro on the Project Terms.

2.7. At all times, you agree to act in good faith, in a professional manner and in accordance with these Terms. You will not, without our prior written consent: (i) outsource or subcontract your performance of any part of or all the services in a Live Project for which you are a Selected Maistro Service Provider; and/or

(ii) post or advertise a Live Project on any third-party website.

2.8 You hereby grant Maistro a perpetual, worldwide, royalty-free, transferable and non-exclusive licence to use, display, distribute, reproduce, publish, reprint, modify, adapt and sub-licence any Non-Project Content for the purpose of promoting The Marketplace or running any Maistro events from time to time including roundtables, conferences and seminars.

2.9 You authorise us or our appointed agents to carry out any searches we deem necessary in order to decide whether to utilise your services as a Maistro Service Provider, including credit checks.

3. FEES, INVOICING AND PAYMENTS

3.1. For each Live Project you are the Selected Maistro Service Provider and have an active SOW we shall make payments to you as set out and defined within the active SOW.

3.2. Payment shall be due in accordance with the payment schedule within the SOW or where the SOW is silent on the due dates for payment, as follows:

3.2.1. an initial instalment of 10% of the Service Provider Fees upon a Listed Project becoming a Live Project;

3.2.2 a second instalment of 30% of the fee due to you shall be payable when we have assessed your Live Project to be 50% or more complete.

3.2.3 a final instalment of 60% of the Service Provider Fees shall be payable when the Live Project has reached Completion.

3.3. We will release payment to you only on the fulfilment of the following conditions:

3.3.1. you have delivered the outputs, milestones and tasks designated for that payment as detailed in your final Pitch and SOW, as varied from time to time in accordance with these Terms. Where there is any conflict between your Pitch and the SOW the SOW shall prevail;

3.3.2. receipt of cleared funds from the Customer of a sum equal or greater to the relevant sum due to you plus the Maistro Margin;

3.3.3. you have updated the Project Space with all necessary documentation, files and dates of the tasks delivered; and

3.3.4 upon receipt by us from you of a valid VAT invoice for the amount presently due to you.

3.4. Payment shall be made by us to you by electronic bank transfer to the account details stipulated in your account registration on the next Friday that falls at least 7 days after completion of all your obligations under Clause 3.3.

3.5. We may, in our sole discretion, set off any amounts owed by us to you against any amounts you owe to us whether under these Terms or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent. Our exercise of this Clause 3.5 will not prejudice any other right or remedy available to us under these Terms or otherwise.

3.6. You shall pay any sums payable pursuant to Clause 4.2 and Clause 4.3 to us immediately upon receipt of an invoice for such sums.

3.7. You will only be compensated by us for work which you undertake: (i) in accordance with the Terms; (ii) as specified in a SOW; and (iii) in relation to Live Projects for which you are the Selected Maistro Service

Provider. You will not be compensated by us for any preparation time or other wasted time or costs if your Pitch is unsuccessful or a Listed Project does not become a Live Project for any reason whatsoever.

4. NEW PROJECTS/CONTINUING TO WORK WITH OUR CUSTOMERS/WORKING OUTSIDE THE MARKETPLACE

4.1. You must use The Marketplace in respect of all potential Listed Projects (whether or not submitted to The Marketplace and including new projects and increased scope and or extensions to existing Live Projects) undertaken or to be undertaken within the Exclusive Period between you and any of our Exclusive Customers ("**Potential Project**").

4.2. Where you act otherwise than in accordance with Clause 4.1, including directly or indirectly contacting any Exclusive Customer, you must:

4.2.1. pay to Maistro a sum equivalent to:

- (a) pay to Maistro a sum equivalent to (a) 20% of the Project Fee for each applicable Brief or Live Project.

4.2.2. fully indemnify Maistro against all costs, expenses (including legal fees and disbursements) losses, and other sums incurred by Maistro arising from or in connection with the recovery from you of the sums specified in Clause 4.2.1; and

4.2.3. pay to Maistro interest on the sums calculated in accordance with Clause 4.2.1 at the rate of 8% above the base rate for the time being the prevailing rate quoted by the Bank of England, in relation to the late payment of the Maistro Margin.

4.3. For the avoidance of doubt Clause 4.2 shall also apply where you have a Pitch accepted by an Exclusive Customer in relation to a Live Project that was submitted before the expiry of the Exclusive Period for that Exclusive Customer and when you have access to a Brief or Listed Project of an Exclusive Customer and then work on a project with that Exclusive Customer.

4.4 You must tell us as soon as reasonably practicable where a Customer contacts you with a view to procuring services to you constituting a breach of these Terms.

4.5 Upon our request you must provide us with a written statement emailed to support@maistro.com specifying if you have worked with any Exclusive Customer (whether or not through The Marketplace); the name of the relevant Customer; what work you have carried out; and any work intended or agreed to be carried out and the value of such work, or where incomplete or not yet agreed, an approximation of the value of such work. You must respond in writing to this request within 5 Business Days.

4.6 You agree that we may charge you the Maistro Margin on any applicable, Listed Project, Live Project or Potential Project where you have breached these Terms.

5. TERMINATION OF YOUR ACCOUNT

5.1. You may terminate your account upon your written request if at any time if (a) you do not, at that time, have an active Pitch pending on The Marketplace (b) you are not currently, nor have previously breached any of Maistro Group's Terms and Conditions or there are sums outstanding to us from you.

5.2. We may immediately terminate your account and exclude you from accessing The Marketplace where you are in breach of these Terms or attempt to solicit a Maistro Customer, or you fail to notify us of any attempts by a Maistro Customer to offer you services in breach of these Terms.

5.3. If you have an active Pitch pending on The Marketplace, you may not terminate your account unless Maistro is in material breach of these Terms and has not remedied such breach within 60 days of being notified of it in writing by you.

5.4. We may, at our discretion where we consider this necessary, immediately terminate your account and all access to the Site without prior notice.

5.5. Where a Live Project has commenced or a Pitch has been selected, the Live Project can only be terminated in accordance with the Project Terms.

5.6. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability, and other provisions of these Terms continue after termination of your account.

5.7. We will not be liable to you or any third party for the termination of your account.

5.8. All provisions of the Terms which are intended to have effect or to bind either party following any expiry or termination of this agreement or its transfer or assignment in whole or in part, including Clauses 2, 3, 4, 5, 6.4, 6.5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall survive expiry or termination of these Terms to the fullest extent permissible by law.

6. SITE USAGE AND YOUR RESPONSIBILITIES

6.1. Only companies and other business organisations and professionals acting in the course of business may use the Site. Consumers may not use The Marketplace and you represent and warrant that (a) you are acting in the capacity of a business that you have authority to represent or you are of legal age to enter into these binding Terms; (b) your Maistro Service Provider Account meets these requirements and (c) that all of the information contained in the Pitch and in your account opening application is accurate.

We reserve the right to change the account registration criteria at any time without notice. You may not have more than one Maistro Service Provider Account unless we have expressly agreed this with you in writing but you may have multiple users of your Maistro Service Provider Account within your organisation by emailing support@maistro.com. You may not open an alternative account if your Maistro Service Provider Account is suspended or terminated for any reason. Within your Maistro Service Provider Account, you may submit multiple Pitches.

6.2. You warrant that you will not submit Content to Maistro or Customers that is unlawful, threatening, defamatory, profane, deceptive, or misleading, or otherwise violates these Terms or applicable laws. If you submit Content or initiate any communications which we consider libelous, scandalous, abusive, obscene, discriminatory, unlawful, or otherwise objectionable, we have the right to remove any such material from the Site.

6.3. You take responsibility for all Content that you submit to us and or the Customer via the Site, by e-mail, telephone or otherwise and the consequences of publishing, posting and otherwise providing that Content. You represent and warrant that you own or have the necessary rights and licences to upload, post and distribute that Content and to authorise Maistro and our Customers to use that Content in the manner detailed in these Terms. You shall not upload, post, email or otherwise transmit any Content that infringes and/or violates the right of a third party or any law, rule or regulation, including, but not limited to: (i) copyright, patent, trade mark, trade secret or other proprietary rights; (ii) rights of privacy or publicity; (iii) any confidentiality obligation; or (iv) any Content that you are not authorised to upload.

6.4. As a Maistro Service Provider, you may represent a company or a group of individuals provided that the registered Maistro Service Provider shall grant access to the Maistro Service Provider Account only to persons authorised to act on behalf of you and only in accordance with these Terms. You agree that you shall be fully responsible and liable for any action of any person who uses your Maistro Service Provider Account.

6.5. You shall keep the information in your Maistro Service Provider Account up to date at all times. In the event that the identity, address, and/or any other details of the business organisation on whose behalf you are entering into these Terms changes:

6.5.1. you shall immediately update your Maistro Service Provider Account to reflect such changes;

6.5.2. you shall promptly notify your designated contact (if any) at Maistro, whether in Maistro's exchange support team or otherwise, by email of such changes; and

6.5.3. all warranties and representations set out in these Terms shall be considered restated (including the representation and warranty that you have the right and authority to bind the revised business organisation to these Terms).

6.6 Insurance

(a) You shall maintain in force the following insurance policies:

(i) Public Liability Insurance Policy: to £2,000,000 per claim;

(ii) Professional Indemnity Insurance Policy: to £2,000,000 per claim; and

(iii) Business Interruption Insurance Policy: to £2,000,000 per claim.

If requested by us, you shall procure the appropriate noting of our interest on the policy or a generic interest Clause has been included and shall be supplied to us on request from time to time.

(b) You shall promptly supply to us a copy of your insurance certificates each year upon the renewal of your insurance policies.

(c) You shall during the term of this agreement and for a period of one year thereafter administer the insurance policies and do nothing to invalidate or prejudice our entitlement under them.

7. LIABILITY

7.1. Subject to anything expressly agreed to the contrary in the Project Terms, Maistro and its Customers disclaim any and all responsibility or liability for: (a) the accuracy, content, completeness, quality, usefulness, legality, security, performance, reliability, operability or availability of, and results derived from, information or materials displayed on the Site whether created by Maistro or by any Customer; and (b) any downtime, loss of content, viruses, malicious code and other disruptive or disabling devices, code, or routines, all of which you acknowledge are risks inherent to the use of the Internet and software. The Marketplace and all materials, information (including, without limitation, any information or materials obtained or accessed through the Site) are provided "as is", with no warranties whatsoever. Maistro expressly disclaims to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. These Terms set forth the sole representations and warranties of the parties and any other warranties and conditions (whether implied by statute, common law or otherwise) are, to the fullest extent permissible by law, excluded.

7.2. You agree that your use of The Marketplace is entirely at your own risk. Save as set out expressly in the Project Terms, Maistro does not endorse any Content submitted by Customers or any opinion, recommendation, or advice expressed therein and Maistro expressly disclaims any and all liability in connection with any Content.

7.3. You further understand and acknowledge that you may be exposed to Content which you may consider offensive and you hereby waive any legal or equitable rights or remedies you have or may have against Maistro or our Customers with respect to such Content.

7.4. Nothing in these Terms shall limit or exclude our liability to you for death or personal injury caused by our negligence, or for fraudulent misrepresentation, or any other liability that under English law may not be limited or excluded.

7.5. Subject to Clause 7.4 Maistro shall not be liable for:

7.5.1 any loss of profit or loss of revenue which in each case arises out of or in connection with: (i) these Terms; or (ii) any breach or nonperformance of these Terms, and in the case of each of (i) and (ii) no matter how fundamental (including by reason of Maistro's negligence).

7.5.2. any loss of goodwill, reputation or opportunity; any loss of or corruption of data; or any loss of anticipated savings, in each case whether direct or indirect; or

7.5.3 any indirect or consequential loss which in each case arises out of or in connection with these Terms or any breach or nonperformance of these Terms, no matter how fundamental (including by reason of Maistro's negligence), whether or not Maistro had been informed of or was aware that there was a serious possibility of such loss.

7.6. Maistro's total liability arising under or in connection with these Terms or any breach or nonperformance of these Terms, no matter how fundamental (including by reason of its negligence) in contract, tort or otherwise, shall be limited to the Maistro Margin received by Maistro on the Live Project the liability relates to or £1,000.00, whichever is greater.

7.7. You agree to respond as soon as reasonably practicable (and in any case no later than 2 Business Days from date of request) fully and accurately to any request from us or the Maistro customer for information, questions, data, or instructions. Maistro shall not be liable for any delay that accrues from your failure to comply with this.

8. Data Protection

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 8.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and we and you are data processors (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The SOW shall, where relevant set out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

8.3 Without prejudice to the generality of Clause 8.1, you shall in relation to any Personal Data processed in connection with your performance of your obligations under these Terms:

- (a) process that Personal Data only on our or the Customer's written instructions unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to you to process Personal Data (**Applicable Laws**). Where you are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, you shall promptly notify us of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us;
- (b) ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us, 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, 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) 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 with our prior written consent and the following conditions are fulfilled:
 - (i) We or you have put in place appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) You comply with reasonable instructions notified to it in advance by us or the Customer with respect to the processing of the Personal Data;
 - (e) assist us and/or the Customer, 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;
 - (f) notify us without undue delay on becoming aware of a Personal Data breach;
 - (g) at our written direction, delete or return Personal Data and copies thereof to us on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 8 and allow for audits by us or the Customer or the our or the Customer's designated auditor.

84 Except as expressly agreed otherwise in writing, we do not consent you appointing any third-party processor of Personal Data under these terms. Where we agree in otherwise in writing to your use of third-party processors you will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 8. As between us and you, you shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 8.4.

85 Either party may, at any time on not less than 30 days' notice, revise this Clause 8 by replacing it with any applicable controller to processor standard Clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9. INDEMNITY

You hereby indemnify and hold harmless Maistro's officers, directors, employees, shareholders, successors, assignees, suppliers, agents, contractors, and each Customer against any damages, expenses (including attorneys' fees and reasonable costs), liabilities and losses that may be awarded or reasonably agreed to be paid in respect of any claim or action arising from or relating to: (i) your use of the Maistro Site; and (ii) in particular (but without limitation) the Content provided by you infringing the Intellectual Property rights of any third party.

10. JURISDICTION, APPLICABLE LAW AND DISPUTE NOTICE

10.1. These Terms, and any dispute, claim or controversy between the Parties arising out of or relating to these Terms or your use of the Maistro Site or The Marketplace, are governed by and construed in accordance with laws of English and Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

10.2. Non-contractual obligations (if any) arising out of or in connection with the Terms (including their formation) shall also be governed by the laws of England and Wales.

10.3. These Terms are made in the English language. Each document, notice, waiver, variation and written communication whether in hard copy or electronic form made or delivered by one party to another pursuant to these Terms shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof. The English language will prevail over any translation and any version in any other language.

10.4 Notwithstanding the foregoing, Maistro may seek injunctions to prevent and/or stop any breach of, and otherwise enforce, Maistro's Intellectual Property rights of whatever nature and/or rights in confidential information in the courts of any country, state or other territory which accepts jurisdiction.

11. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will remain in full force and effect.

12. ASSIGNMENT

You shall not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

13. VARIATION AND WAIVER

13.1 Any variation of these Terms is only effective if agreed in writing and signed by the parties or acknowledged by us in written communications to be accepted as a formal variation to these Terms.

13.2 The failure of Maistro to enforce any provision of these Terms shall not be deemed a waiver of such provision nor the right to enforce such provision. Furthermore, any waiver of any provision of these Terms by any party will be effective only if in writing and signed by a party. Except to the extent stated otherwise in these Terms, each party's rights and remedies under these Terms are cumulative and are in addition to any other rights and remedies available at law or in equity.

14. ENTIRE AGREEMENT

14.1. These Terms (which include the Project Terms and any Statements of Work) constitute the entire agreement between you and Maistro relating to your use of the Site and supersede and replace all prior or contemporaneous understandings or agreements relating thereto, written or oral. No conditions, warranties or other terms apply to the provision of the Site or Maistro's services under these Terms except to the extent that they are expressly set out in these Terms and the Project Terms. Subject to Clause 7.4 no implied conditions, warranties or other terms apply (including any implied terms as to quality, fitness for purpose or conformance with description).

14.2. Each of the parties acknowledges and agrees that in entering into these Terms, it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms and the Project Terms.

14.3. Each of the parties acknowledges and agrees that the only remedy available to it for breach of these Terms and Project Terms shall be for breach of contract under these Terms. Nothing in these Terms and Project Terms shall, however, operate to limit or exclude any liability for fraud.

14.4. Except to the extent stated otherwise in these Terms: (i) nothing in these Terms confers any legal or equitable right, benefit or remedy upon any person other than the parties; and (ii) a person who is not a party to these Terms shall not have any rights under or in connection with them by virtue of the Contracts (Rights of Third Parties) Act 1999 other than any provision referring to Customers which may be enforced

by those Customers.

15. CONFIDENTIALITY AND PUBLICITY

15.1. Each party shall keep confidential all Confidential Information. Each party may disclose Confidential Information to its professional advisers but otherwise will only disclose Confidential Information to those of its employees, officers, subcontractors and agents who: (i) need to know it for the purpose of exercising or performing its rights and obligations under the Maistro Terms; (ii) have been informed of the confidential nature of the Confidential Information divulged; and (iii) agree to act in compliance with the confidentiality requirements of the Maistro Terms.

15.2. Neither party will disclose Confidential Information to any third party except as otherwise permitted in the Terms or under the Project Terms.

15.3. Notwithstanding any other provision of the Maistro Terms, it shall not be a breach of them for either party to:

15.3.1. disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected party: (i) gives all reasonable notice of such disclosure to the other party; (ii) reasonably limits such disclosure to the Confidential Information so required; and (iii) cooperates with the other party to seek injunctive relief or a protective order for such Confidential Information if so requested by the other party; or

15.3.2. disclose the existence and terms of the Terms to an actual or genuine potential purchaser of that party or of all or any part of that party's business, provided that such disclosure is made under conditions of confidentiality at least as onerous as those set out in this Clause 15.

15.4. Notwithstanding the restrictions on confidentiality set out above, we shall be entitled to: (i) identify you on our website and in its marketing materials as having used the Marketplace; and (ii) disclose the Confidential Information to Customers where required for a Pitch or LiveProject.

15.5. You shall not take any action that negatively impacts on Maistro or any member of the Maistro group and/or any employees or directors of Maistro or the Maistro group, including by posting any comments on any social media or public websites.

16. NOTICES

16.1. Either of us may give notice to the other under these Terms by email, in the case of notices to the Maistro Service Provider to the e-mail address registered on the Site and in the case of notices to Maistro to support@maistro.com.

16.2. A notice other than by email may be provided by other written means if agreed by Maistro and shall be served by sending the same by registered post or recorded delivery to: (i) for Maistro, the address set out at the beginning of these Terms and Conditions; and (ii) for you, the address set out in your Maistro Service Provider Account, or in either case such other address as has been notified in writing from time to time by the relevant party, and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

16.3 Either party may notify to the other in writing a change of e-mail or postal address time to time.

17. PRIVACY AND INFORMATION

17.1 You are responsible for managing your professional profile and portfolio on The Marketplace and any other websites that may be linked to it. You agree to provide Maistro with accurate and complete biographical information including current professional status and relevant prior employment and to

complete at least three entries in the “Aggregated Portfolio” section of The Marketplace in order to create such a professional profile on The Marketplace. We may from time to time ask you for other information which we require you to provide, including your ability to work on certain projects, and may ask for photographs of the you (“Maistro Service Provider Information”).

17.2. You hereby authorise us to:

17.2.1. use RSS feeds from any Twitter profile, LinkedIn profile or other public profile or blog or website that you have registered under your profile (“Public Profile”);

17.2.2. link to such Public Profiles from The Marketplace; and

17.2.3. use, distribute, reproduce, publish, reprint and publicly display this information and the Maistro Service Provider's Information for the purpose of offering The Marketplace and promoting The Marketplace or as may be required by law.

17.3. The information described in this Clause 17 may be visible to third parties who are not Customers or Maistro Service Providers. Please ensure that it is kept up to date and notify us of any changes as soon as possible.

17.4. Please read our Privacy and Cookie Policy at: <https://www.maistro.com/cookies/> for further details of how we handle your personal information.

18. STATUS

18.1. The relationship between us shall be that of independent contractor and nothing in these Terms shall render you an employee, agent or partner of Maistro, and you shall not hold yourself out as such.

18.2. Your engagement by us for a Live Project is a contract for the provision of services and not a contract of employment and you shall be fully responsible for and shall indemnify us for and in respect of:

18.2.1. any income tax, national insurance and social security contributions and any other tax liability, deduction, contribution or claim arising from your engagement under these Terms or any payment or benefit received by you in respect of any Live Project;

18.2.2. all reasonable costs and expenses and any penalty, fine or interest incurred or payable by us in connection with such liability, deduction, contribution or claim; and

18.2.3. any liability arising from any employment related claim or any claim based on worker status (including reasonable costs and expenses) brought by you, your employees, sub-contractors, agents or, any third party or in any other employment claim whatsoever brought against us connected with you.

18.3. we may at our option satisfy such indemnity in whole or in part by deductions from payments due to you.

Schedule 1

Project Terms

1. Definitions and Interpretation

1.1. All defined terms used in the Terms above (the "Terms") shall have the same meaning as set out in these Project Terms.

1.2. If there is inconsistency between:

- (i) any SOW
- (ii) the Project Terms;
- (iii) the Terms;
- (iv) the Pitch; and
- (v) the Brief,

then they shall take precedence in that order. The Pitch and the Brief shall be replaced and superseded by the Statement of Work at the point of its creation.

2. Contract Process and Project Acceptance

2.1. You and we hereby agree and acknowledge that the Brief is an invitation by us to you to tender for a Live Project on the following Terms set out in this Schedule ("Project Terms") and that a Pitch is your offer to contract on the Project Terms. A Pitch is not capable of being accepted until we notify you that you are a Selected Service Provider for that Brief. Where we notify you that a Customer has accepted your Pitch and we are prepared to proceed, you will need to confirm your willingness to proceed, either in writing, by conduct or by agreeing the SOW ("Acceptance"). Upon Acceptance, a further binding contract is formed between you and us on these Project Terms. You agree to use best endeavors to agree the SOW and will provide such information and specification as is reasonably requested by us. The SOW may amend the payment terms, deliverables, IP provisions and timetable for the Project. If such a SOW is required, it will be provided to both the Customer and the Selected Maistro Service Provider in accordance with Clause 2.3 of the Terms.

2.3 You must notify us as soon as reasonably practicable (and in any case within 2 Business Days) by e-mail to projects@maistro.com of any work you feel may fall outside of the scope of the SOW or that may impact on the timing or delivery of the Live Project in accordance with the SOW ("**Change Notification**"). Where we consider your Change Notification amounts to additional work falling outside of the original SOW, or that a delay is due to our or the Customer's act or omission or due to circumstances outside of your control we will consider the impact with the Customer and may either: (i) reject the claim that the work is outside of the scope of the SOW; or (ii) send you or upload to Project Space a revised SOW in accordance with Clause 2.3 above with any amended timetable and payments.

2.4 Completion is deemed to be when the Customer has (i) notified to us their acceptance of the final version submitted by you of a completed Live Project; or (ii) the final version of the Live Project is submitted ("**Submission**") and we do not notify you within twenty Business Days of submission, any issues, defects, complaints or problems with the Submission ("**Completion**").

3. Term and Termination

3.1. The Terms will survive Completion.

3.2. Where you are in material breach of these Project Terms, we may terminate the Live Project and/or the Project Terms at any time.

3.3. We may terminate your contract and involvement in a Live Project at any time where we consider that you are in breach of these Terms. At our discretion we may pay your costs incurred to the date we

notify you of such termination and or the value of work delivered to that point provided we have received reimbursement of an amount equivalent to your costs to date plus the Maistro Margin from the Customer. Where we have agreed to make a payment under this Clause 3.3 we will assess your costs against your performance of milestones within the SOW. Any payment under this Clause 3.3 shall be in place of any payment which would otherwise have been payable to you under the Terms or Project Terms and shall not exceed the Project Fee less Maistro Margin.

3.4 Timing of delivery of the Live Project is of the essence under these Project Terms.

3.5 All provisions of the Project Terms which are intended to have effect or to bind either party following expiry or termination of this agreement, or its transfer or assignment in whole or in part, including Clauses 2.3, 3.4, 4, 6.1, 7, 8, 9 and 10, shall survive expiry or termination of these Project Terms to the fullest extent permissible by law.

3.6 We reserve the right to set off any amounts owed by us to you against any amounts you owe to us under these Project Terms or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent. Our exercise of this Clause 3.6 will not prejudice any other right or remedy available to us under the terms of these Project Terms or otherwise.

4. Fees

Payment of fees shall be as detailed in the Terms above, subject to any contrary provisions in the SOW (which shall prevail).

5. Services

5.1 You shall perform your services in relation to the Live Project:

5.1.1 with reasonable care and skill and to such standard as may be reasonably expected from a professional carrying out projects of that nature;

5.1.2 in accordance with any security, safety or other policies operated by the Customer or Maistro, as notified to you from time to time; and

5.1.3 in accordance with all applicable laws, statutes, regulations from time to time in force in all jurisdictions where the Live Project shall be operational.

5.2 Insurance

5.2.1 You shall maintain in force the following insurance policies:

5.2.1.1 Public Liability Insurance Policy: to £2,000,000 per claim;

5.2.1.2 Professional Indemnity Insurance Policy: to £2,000,000 per claim;

5.2.1.3 Business Interruption Insurance Policy: to £2,000,000 per claim.

5.2.2 If requested by us, you shall procure the appropriate noting of our interest on the policy or a generic interest Clause has been included and shall be supplied to us on request from time to time.

5.2.3 You shall promptly supply to us a copy of the premium receipt each year upon the renewal of the insurance policies.

5.2.4 You shall during the term of this agreement and for a period of one year thereafter administer the insurance policies and do nothing to invalidate or prejudice our entitlement under them.

6. Intellectual Property

6.1 Subject to Clauses 6.2, 6.3 and 6.4 below and anything to the contrary set out in the SOW, you warrant that:

6.1.1 you own all right, title and interest in any Intellectual Property in the Project Content with full title guarantee and hereby assign such right, title and interest to us or as directed by us.

6.1.2 you have the right, power and authority to grant us and or the Customer the rights in the Project Content;

6.1.3 the Project Content does not infringe the Intellectual Property Rights of any third party.

6.1.4 for the period of 90 days or such other date as is specified in the SOW your completed work on the Live Project will after delivery conform and perform according to the SOW in all respects;

6.1.5 the written information and instructions given to us or the Customer will provide users with adequate instructions to enable us or them to effectively use the content delivered under the Live Project and such content will be delivered free from defects in workmanship and materials, and free from viruses and other malicious code when supplied.

6.2 To the extent identified to us in your Pitch or within the SOW, all Pre-Existing Content shall remain your or your licensor's sole property, unless otherwise expressly agreed by the parties. You warrant that you have the right to grant us and the Customer (the "Licensees") a perpetual, worldwide, royalty free, non-exclusive and transferable licence to use such Pre-existing Content that is used in a Live Project for any reasonable purpose and hereby grants to the Licensees such licence.

6.3 You further warrant that you have the right to license the Licensees any third-party Intellectual Property that is contained in the Pitch or Live Project and hereby licenses the same to the Licensees and warrants that the Licensee's use of the same as described in the Brief and Pitch shall not infringe third party Intellectual Property rights or other personal or proprietary rights.

6.4 As soon as reasonably practicable following your becoming a Selected Service Provider, you shall provide to us a list of any Pre-Existing Content and any use of Open Source Software. You warrant at Completion that there have been no material changes to this list. Any changes should be notified to us as soon as you become aware of any change.

6.5 You shall indemnify and keep indemnified and hold harmless us and the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us or the Customer as a result of or in connection with any action, demand or claim that use or possession of the Content (in the form delivered by you under these Terms), infringes the Intellectual Property Rights of any third party.

6.5 Any Pitches you submit on the Marketplace or present to Customers which are not successful remain your sole property or your licensors and may not be used or copied, and the Intellectual Property rights in the same are reserved by you or your licensors and all licences to the Licensees to use the same are cancelled with effect from the time the Pitches are unsuccessful, except when used by us in the normal course of marketing their services.

6.6 All Intellectual Property in Content provided by a Customer shall remain owned by the Customer, save that you will have a licence to use such Content for the purpose of providing a Pitch to the Customer or for providing your work on the Project.

6.7 On Completion of the Live Project or termination of the Service Provider Account, you shall return all Content provided to you by us or the Customer as soon as reasonably possible after its request.

7. Liability

7.1. Nothing in these Project Terms shall operate to exclude or limit any person's liability for:

7.1.1. death or personal injury caused by that person's negligence;

7.1.2. fraud; or

7.1.3. any other liability which cannot be excluded or limited under applicable law.

7.2. You shall not be liable for any failure or delay in its obligations in respect of a Live Project to the extent that such delay or failure is due to any acts or omissions of Maistro or the Customer.

7.3. We shall not be liable for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity or for any loss of or corruption of data (in each case whether direct or indirect) or for any indirect or consequential loss or damage, whether in contract, tort, or otherwise, even if advised of the possibility of those losses or damages, in each case which arises out of or in connection with: (i) these Project Terms; or (ii) any breach or nonperformance of these Project Terms, and in the case of each of (i) and (ii) no matter how fundamental (including by reason of Maistro's negligence).

7.4. Subject to Clause 7.1 in respect of which our liability shall be unlimited, our aggregate liability arising out of or in connection with any Live Project, whether in indemnity, contract or tort including negligence) or otherwise, shall in no circumstances exceed an amount equal to the total amount of the Maistro Margin.

8. Indemnity

8.1. You shall indemnify and hold harmless us, our officers, directors, employees, shareholders, successors, assignees, suppliers, agents, contractors, and each Customer, against any damages, expenses (including attorneys' fees and reasonable costs), that may be awarded or reasonably agreed to be paid in respect of any claim or action that your Content in relation to a Pitch or Live Project infringes the Intellectual Property rights of any third party.

9. Exclusivity

9.1. You undertake that you shall not for the Exclusive Period accept an engagement by, or seek to be engaged by, an Exclusive Customer other than via The Marketplace in accordance with these Terms. You also agree to not share this information with any other third parties or refer these types of project on to any undisclosed recipient(s). You may not contact any Customers in relation to new Projects or Briefs (or any other work), or extend existing Projects, during the Exclusive Period unless through The Marketplace.

9.2. In the event of any breach of the undertaking set out in this Clause 9, Maistro shall be entitled:

9.2.1 to terminate your Account with immediate effect;

9.2.2 if it considers necessary to protect the business of The Marketplace, to seek injunctive relief to prevent a continuing breach of the undertaking in Clause 9.1; and

9.2.3 to the sums set out in Clause 5.2 of the Terms.

10. Confidentiality

10.1. Each party shall keep confidential all Confidential Information. Each party may disclose Confidential Information to its professional advisers but otherwise will only disclose Confidential Information to those of its employees, officers, subcontractors and agents who: (i) need to know it for the purpose of exercising or performing its rights and obligations under the Project Terms; (ii) have been informed of the confidential nature of the Confidential Information divulged; and (iii) agree to act in compliance with the confidentiality requirements of the Project Terms.

10.2 Neither party will disclose Confidential Information to any third party except as otherwise permitted in the Terms or under the Project Terms.

10.3 Notwithstanding any other provision of the Project Terms, it shall not be a breach of them for either party to:

10.3.1. disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected party: (i) gives all reasonable notice of such disclosure to the other party; (ii) reasonably limits such disclosure to the Confidential Information so required; and (iii) cooperates with the other party to seek injunctive relief or a protective order for such Confidential Information if so requested by the other party; or

10.3.2. disclose the existence and terms of the Project Terms to an actual or genuine potential purchaser of that party or of all or any part of that party's business, provided that such disclosure is made under conditions of confidentiality at least as onerous as those set out in this Clause 10.

10.4. Notwithstanding the restrictions on confidentiality set out above, we shall be entitled to: (i) identify you on our website and in our marketing, materials as having used The Marketplace; and (ii) disclose the Confidential Information to Customers where required for a Live Project.

Maistro PLC VAT Number: 188 377 550

Schedule 2

General Data Processing Addendum

- 1 The Supplier shall duly observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services and the Agreements.
- 2 Where the Supplier processes Personal Data on behalf of Maistro UK Limited the Supplier shall:
 - 2.1 not Process, transfer, modify, disclose, amend or alter the Personal Data other than in accordance with the documented instructions of Maistro UK Limited, unless required by a law to which the Supplier is subject, provided that in such case, Supplier shall inform Maistro UK Limited of that legal requirement before Processing, unless that law prohibits such disclosure on important grounds of public interest. For the purpose of this Sub-Clause, Maistro UK Limited hereby instructs the Supplier to Process Personal Data as is reasonably necessary for the provision of the Services as particularised in and subject to any additional restrictions set out in the Agreements, provided that such Processing is in compliance with this Appendix;
 - 2.2 process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services as particularised in and subject to any additional restrictions set out in the Agreements;
 - 2.3 ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction, damage, alteration or destruction to the Personal Data, such measures taking into account Article 32 of the GDPR and being appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data;
 - 2.4 not Process or otherwise transfer any Personal Data in or to any Restricted Country without the prior written consent of Maistro UK Limited and in any event, in accordance with Articles 45 to 49 of GDPR;
 - 2.5 take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data and shall ensure that such staff are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and that they treat the Personal Data as confidential;
 - 2.6 not permit any third party to Process the Personal Data without the prior written consent of Maistro UK Limited, such consent to be conditional upon fulfilling the conditions under Article 28 (2) and (4) of the GDPR;
 - 2.7 promptly, and in any case within 5 (five) days, notify Maistro UK Limited of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either Party's obligations under the Data Protection Laws in respect of the Personal Data;
 - 2.8 promptly, and in any case within 12 (twelve) hours, notify Maistro UK Limited of any Personal Data Breach, such notice to include all information reasonably required by Maistro UK Limited to comply with its obligations under the Data Protection Laws, in particular Article 33 of the GDPR;
 - 2.9 permit Maistro UK Limited or an auditor as appointed by Maistro UK Limited, on reasonable prior notice, to inspect and audit the facilities used by Supplier to Process the Personal Data, and any and all records maintained by the Supplier relating to that Processing, and make available to Maistro UK Limited such further information as may be reasonably required in the conduct of any audit exercise to provide assurance that the Supplier is in compliance with the obligations set out in this Clause;
 - 2.10 immediately inform Maistro UK Limited if, in its opinion, any instruction received by it from Maistro UK Limited infringes, or might reasonably be considered to infringe, the relevant Data Protection Laws;
 - 2.11 adhere to any relevant codes of conduct published pursuant to Article 40 of the GDPR;
 - 2.12 maintain a record of its Processing of Personal Data containing the information set out in Article 30(1) of the GDPR;

- 2.13 provide any assistance reasonably requested by Maistro UK Limited in relation (i) any communication received under Clause 2.7, as well as any equivalent communication received by Maistro UK Limited directly; and (ii) any Personal Data Breach, including in each case by implementing any appropriate technical and organisational measures directed by Maistro UK Limited; and
- 2.14 cease Processing the Personal Data immediately upon the termination or expiry of any Agreements and at Maistro UK Limited's option either return, or securely delete the Personal Data as relevant to the terminated Agreement.

3. For the purpose of these terms and conditions:

"Data Protection Laws" means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998, from 25 May 2018 the GDPR, and laws implementing and supplementing the GDPR, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Restricted Country" means (a) any country outside the European Economic Area, and (b) any country not deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC; and

The expressions **"Process"**, **"Personal Data"** and **"Data Subject"** have the meanings given to them in the Data Protection Laws. The expression **"Personal Data Breach"** has the meaning given to it in the GDPR.