

PAYFIT GENERAL TERMS AND CONDITIONS OF SERVICE
("TERMS OF SERVICE")
Last update: May 11, 2023

INTRODUCTION

PayFit Ltd. operates a payroll management and HRIS service accessible online (Software as a Service).

The Client wishes to use the services offered by PayFit in connection with its business operations.

This Agreement sets out the terms and conditions upon which the Client may use such services.

By using the Services and/or signing the Subscription Contract, the Client agrees to be bound by and accept these Terms of Service.

1. INFORMATION ABOUT PAYFIT

The Services are provided by PayFit Ltd. (registration number 11623900, Unit 316 Clerkenwell Workshops, 27-31 Clerkenwell Close, London, United Kingdom, EC1R 0AT) ("**PayFit**").

2. DEFINITIONS

In these Terms of Service, save where the context otherwise requires, the following words and expressions have the following meaning or, if different, the meaning given in the Subscription Contract.

All definitions apply to the singular and/or the plural.

"Account" means an account set up by the Client, or by PayFit at the Client's request, with an ID and password that a User uses to access the Services;

"Activation" means the effective delivery of the Account(s) upon completion of the Onboarding;

"Activation Date" means the date as communicated by PayFit to the Client from which the Client will have access to the Services;

"Affiliate" means in relation to a party, any business entity from time to time directly or indirectly controlling, controlled by, or under common control with that party, where **control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company and **controlling** and **controlled** will be interpreted accordingly

"Authorised Affiliate" means an Affiliate of the Client identified in a Subscription Contract (or any amendment or addendum to the same) as an Authorised Affiliate.

"Admin User" means a person – Staff Member or third party (accountant for example) – who is authorised by the Client to access the Services to view and edit Client Data and to manage the payroll of the Staff Members;

"Agreement" means the agreement between the Contracting Entity and PayFit as defined in clause 3 "Contractual documents";

"Base Fee" means the fee invoiced according to the Plan applicable to the Client and the number of Staff Members as detailed in the Subscription Contract as the same may be amended and updated during the Term, in accordance with provisions of this Agreement.

"Beta Feature" means a feature distinct from or complementary to the Service Features that may be offered to the Client in the context of a test phase;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Business Hour" means an hour between 9:30 am and 17:30 pm (GMT / UTC +0);

"Client" means the Contracting Entity and, subject to clause 4, its Authorised Affiliates;

"Client Data" means the content and data (including personal data), information, HMRC credentials, texts, images, photographs, audio content, video content, photographs and any other content, document and component, irrespective of the format, that the Client or any User makes available to PayFit or fills in its Account;

"Confidential Information" means information which is identified as confidential or proprietary by either Party, or by the nature of which is clearly confidential or proprietary;

"Contracting Entity" means the client entity that signs the Agreement;

"Effective Date" means the date of execution of this Agreement by all Parties;

"Extended Term" means one or more periods, as described in the Agreement, which immediately follows the expiration of the Initial Term or, as applicable, any Extended Term;

"Fee per Staff Member" means the price invoiced according to the number of Staff Members of the Client including the price of the Plans, and the price of the options or add-ons subscribed, if any;

"Fees" means the aggregate fees to be paid by the Client for the Services provided by PayFit under this Agreement including Service and Onboarding Fees;

"First Payroll Month" means the calendar month specified in the Subscription Contract from which the Services will be available to the Client;

"Initial Term" means the initial period set out in clause 5 "Term";

"Intellectual Property Rights" means in any jurisdiction throughout the world, copyrights and related rights, moral rights, rights in computer code and programs and all related documentation, database rights and compilations, patents, industrial designs, utility models, design rights, trademarks, service marks, trade names, rights in internet addresses and domain names, rights to good-will or to sue for passing off, rights in unfair competition, rights in undisclosed or confidential information, know-how and other rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for (and for renewals and extensions of such rights) such rights, as may now or in the future subsist anywhere in the world;

"Onboarding" means the process of loading Onboarding Documentation into the PayFit Product and setting up and configuring the Accounts, and any other configuration required to enable the Client and its Users to use the Services;

"Onboarding Documentation" means the Client Data necessary for the Onboarding and which PayFit requires the Client to submit prior to the Activation Date;

"Onboarding Fees" means the fee set out in the Subscription Contract or such other amount that the Parties may agree in writing from time to time, relating to the Onboarding;

"Party" and **"Parties"** means PayFit and/or the Contracting Entity, as the context requires;

"PayFit Product" means the payroll management and HRIS SaaS (software as a service) software developed and operated by PayFit;

"Payroll Expert" means the PayFit personnel providing support to the Client in respect of its use of the PayFit Product;

"Payslip" means a record of the amount paid by the Client to a Staff Member in any month generated using the Services;

"Plan" means the service plan selected by the Client based on the PayFit service offer;

"RTI Submissions" means the RTI (Real-Time Information) submissions sent to HM Revenue and Customs (HMRC) on behalf of the Client using the Services. The following RTI submissions are supported by the PayFit Product: Full Payment Submission (FPS), Employer Payment Summary (EPS) and P11D forms;

"Service Availability Window" means Monday to Friday between 7 am and 7 pm (GMT / UTC +0);

"Service Features" means the features and functionalities of the Services provided to the Client, as detailed in the "Legal" section of the PayFit Product;

"Service Fees" means the fees set out in the Subscription Contract, including the Base Fee and the Fee per Staff Member, for the Services invoiced as a monthly subscription;

"Services" means the services provided to the Client by PayFit under this Agreement, according to the Plan, and comprising the licence to use the PayFit Product, the Onboarding and the Support Services;

"Staff Member" means an employee, contractor or other person engaged by the Client, whose salary or other human resources records are managed by the Client through the Services;

"Subscription Contract" means the contract signed (whether electronically or otherwise) by the Parties, and which, among other things, identifies the Contracting Entity, Authorised Affiliates and sets out the Fees applicable to the Client;

"Support Services" means Payroll Expert services and support services provided by PayFit under this Agreement, available during Business Days and Business Hours. Support Services do not include tax, pension or employment law or regulatory advice.

"Term" means the Initial Term and any Extended Term(s);

"Terms of Service" means these general terms and conditions of service, as amended from time to time;

"Third Party Sites" has the meaning given in clause 14.5;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or such other applicable legislation governing the transfer of businesses from time to time in force;

"TUPE Transfer" means a transfer of employees protected under TUPE to the Client.

"User" means an Admin User or a Staff Member owning an Account, authorised by the Client to use the Services under the Client's responsibility;

"Virus" means any computer instruction, software, code, file, information, data or programme that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including works, Trojan horses, viruses and other similar things or devices.

3. CONTRACTUAL DOCUMENTS

3.1. Order of precedence

The Agreement consists of the following contractual documents (as may be amended from time to time):

- i. the Subscription Contract and its annexes
- ii. these Terms of Service

If there is any conflict between the Subscription Contract and a provision of these Terms of Service or any of the attached annexes, the Subscription Contract shall prevail.

3.2. Entire agreement

The Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes and replaces all prior communications, representations, or agreements, oral or written, by the Parties relating thereto, including any other terms and conditions of purchase, sale, or service of either Party.

3.3. Changes to the Terms of Service

PayFit reserves the right to modify these Terms of Service from time to time, in its sole discretion by notice to the Client. Non-material changes will take effect as soon as they are published on PayFit's website. Material changes will only take effect after the expiry of a reasonable period of at least thirty (30) calendar days' notice, to the Client. If the Client does not accept the changes, it may terminate this Agreement in accordance with clause 5 "Term" of these Terms of Service.

4. AFFILIATES

The Contracting Entity may allow Affiliates to access and use the Services provided that it :

- only allows access to those Affiliates who have clearly been identified in the Subscription Contract as Authorised Affiliates;
- ensures that its Authorised Affiliates comply with the terms and conditions of this Agreement as if they were a party to the Agreement;
- remains responsible to PayFit for the acts and omissions of Authorised Affiliates as if they were the Contracting Entity's acts and omissions;
- shall ensure any claims in respect of losses suffered by Authorised Affiliates will be brought against PayFit by the Contracting Entity on behalf of its Authorised Affiliates; and
- warrants and represents that it has the authority to enter into the Agreement on behalf of its Authorised Affiliates.

When an Authorised Affiliate ceases to be an Affiliate of the Contracting Entity, the Contracting Entity shall immediately notify PayFit in writing of the same and all rights of that Authorised Affiliate to access and use the Services shall immediately terminate.

5. TERM

The Agreement shall come into force on the Effective Date and remain in force for the Term, unless terminated earlier in accordance with clause 17 "Suspension and Termination".

The Agreement is for an initial period commencing on the Effective Date and expiring at the end of the First Payroll Month (the "**Initial Term**"). At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) month periods (the "**Extended Term(s)**"), unless terminated by either Party, in accordance with the provisions hereunder or with the provisions of clause 17 "Suspension and Termination".

The Client may terminate the Agreement, without cause, by giving PayFit at least fifteen (15) days' written notice to expire at the end of the Initial Term or the then-current Extended Term (as

applicable). PayFit may terminate the Agreement, without cause, by giving the Client at least two (2) months' notice.

The Client acknowledges that one or more Payslips and/or RTI Submissions can be created and submitted on behalf of the Client between the termination notice is received and the effective termination of the Agreement. Any such Payslips and/or RTI Submissions will be invoiced as per the Service Fees then applicable to the Client.

The Client also expressly acknowledges that no Payslip and/or RTI Submissions shall be created or submitted by PayFit or via the Services after the effective date of termination of the Agreement.

6. IMPLEMENTATION AND ACCESS TO THE SERVICES

6.1.1. Technical Requirements

The PayFit Product is accessible through the Internet network via a secure SSL connection (https) and a dedicated URL.

In order to use the Services, the Client acknowledges and agrees it must have and maintain a high-speed internet connection (ADSL or Fiber) and that the Services are accessible and work only with the Google Chrome browser (version 64.0.3282 and later versions) and the following operating systems: Microsoft Windows (Windows 8 and later versions), Android (4.1 and later versions), Mac OS (10.10 and later versions), Apple iOS (9 and later versions), and Linux.

The Client acknowledges and agrees that it will need to update such browsers and operating systems to use the Services.

6.1.2. Requirements for the provision and accuracy of the Client Data

The Client acknowledges that PayFit does not verify the accuracy of the Client Data.

It is the Client's sole responsibility to provide Client Data that is accurate, up-to-date and complete.

PayFit shall have no liability for any damage or errors in the Services caused by inaccurate or incomplete Client Data.

Unless otherwise agreed between the Parties, PayFit shall have no obligation to rectify any errors. PayFit may provide additional services in this respect subject to prior written agreement with the Client including additional fees.

The Client warrants that the Client Data complies with the requirements of the Agreement, does not infringe any third party rights and it has all rights and consents necessary to be able to provide it to PayFit.

6.1.3. Access and identification requirements

The Client is responsible for making all arrangements necessary for Users to gain access to the Services, including setting up all Accounts using the appropriate features and functionalities of the Services. The Client shall not at any time, whether during or after the Term, accept any commission or payment for, or otherwise seek to profit financially or otherwise, from granting access to the Services to Users.

The Client and Users shall be responsible for taking the necessary steps to ensure the security of their Account access, including the activation of two-factor authentication and the use of passwords that are unique, personal, strong and kept strictly confidential.

The Client acknowledges that it is solely responsible for the appointment and actions of all persons acting as Administrator.

The Client shall ensure that each User keeps a secure, unique password for its use of the Services

and keeps the password confidential.

The Client must prevent any unauthorised access to, or use of, the Services, and must promptly notify PayFit in the event of any such unauthorised access or use. If the Client has any concerns about the login details for any Account, or thinks any of them may have been misused, the Client shall notify PayFit at security@payfit.com. The Client must immediately notify PayFit if the Client becomes aware that the login details of any User are lost, stolen, or otherwise compromised.

The Client acknowledges that PayFit cannot be held responsible in case of fraudulent access to the PayFit Product and Services due to a defect or a security breach resulting from any act or omission of the Users or the Client.

6.2. Onboarding

The Client agrees to provide accurate, up-to-date and complete Onboarding Documentation no later than the 10th day of the First Payroll Month, failing which PayFit shall be free not to proceed with the Client's Onboarding and to reschedule it to a later date.

If the Client fails to provide the Onboarding Documentation in accordance with the conditions set forth in the Agreement, the Client may request a 1 (one) to 3 (three) months' postponement of the First Payroll Month, free of charge. The postponement must be requested by the Client by email before the 5th of the month of the First Payroll Month.

In the absence of notice of postponement given by the Client (within the limit of one postponement) or any postponement exceeding one time and, where applicable, failure to provide Onboarding Documentation by the due date, the Client will be charged the total Service Fees under this Agreement. This provision shall apply continuously for each month in which the Client fails to comply with the conditions of this clause. If the Client fails to comply with the conditions of this clause for three (3) months, the Contract will be automatically terminated with immediate effect without liability or refund.

The Client acknowledges that the Onboarding is carried out by PayFit with the assistance of the Client, who undertakes to provide PayFit with all the Onboarding Documentation requested by PayFit and in accordance with the dates and deadlines set out in the Agreement. It is specified that specific situations not included in the Agreement may result in PayFit requesting additional documents that cannot be anticipated at the time of executing the Agreement. Consequently, the Client acknowledges that PayFit shall not be liable for any reasonable delay of the Activation Date or in any case where the delay is attributable to the Client.

Once the Onboarding is complete, the Client undertakes to verify that the "HMRC amount" displayed in the Client Account on the PayFit Product matches the HMRC PAYE liability monthly breakdown displayed on the Client's HMRC portal. PayFit must be notified of any discrepancies within three (3) Business Days after the update of the Client's HMRC account and no later than the 15th of the month following the First Payroll Month. The Client must provide PayFit with a screenshot of the HMRC PAYE liability monthly breakdown as displayed on their HMRC portal if a discrepancy has been identified. If the Client fails to inform PayFit in accordance with the previous sentence, PayFit reserves the right to charge the Client for the time necessary to reconcile the information.

6.3. Activation

The Client acknowledges and accepts that it will be able to use the Services only as of the Activation Date.

6.4. Changes to the Client

The Client acknowledges and accepts that the Agreement has been concluded based on the information provided to PayFit at the time of execution of the Agreement and consequently any material change in the Client's position during the Term could have an impact on the Fees to be paid, the provision of the Services or may mean that PayFit is unable to provide the Services in whole or in part. PayFit shall have no liability for any impact on the Services or failure to provide the Services in

such circumstances.

The Client shall notify PayFit via the Help Center not less than three (3) months prior to any material change. Client undertakes to keep PayFit informed of any material changes, including but not limited to its position as an employer affecting all or part of its Staff Members or Authorised Affiliates, which could have an impact on the provision of the Services, including but not limited to:

- The number of Staff Members increasing over 500 or any agreed number set out in the Subscription Contract;
- Foreign legislation applying to any employment or other contract of a Staff Member;
- An Authorised Affiliate being established outside of the UK or Staff Members being appointed outside of the UK ;
- An Authorised Affiliate ceasing to be an Affiliate or any change in the organisation of the Contracting Entity, an Authorised Affiliate or the group structure including the creation or cessation of branches.

PayFit may also notify the Client if it becomes aware of any material change in the Client's position.

In such circumstances the Parties will consult to assess the Client's situation and possibly renegotiate the conditions for the provision of the Services.

In the absence of an agreement between the Parties at the end of the month following the notification by the Client or by PayFit, the Agreement will be terminated at the end of the second month following such notification.

6.5. TUPE Transfer support

PayFit may provide additional services to support the Client in transferring the relevant Staff Members over to the Client's account in connection with any TUPE Transfer, subject to prior written agreement with the Client including additional fees.

PayFit must be notified of TUPE Transfer requests before the first day of the month prior to the TUPE Transfer.

The Client acknowledges that the TUPE Transfer support is provided by PayFit with the assistance of the Client, who undertakes to provide PayFit with all the relevant Client Data requested by PayFit and in accordance with the deadlines set out in the Agreement. Consequently, the Client acknowledges that PayFit shall not be liable for any inaccurate or incomplete Client Data or any delay attributable to the Client.

7. DESCRIPTION OF THE SERVICES

The Client can view the list of Services provided by PayFit in the "Legal" section of the PayFit Product.

The PayFit Product has been officially recognised by HMRC to file RTI Submissions under the Pay As You Earn (PAYE) payroll system (as evidenced [here](#)).

The Client's use of PayFit's Services does not exclude the Client's responsibility for the payment of penalties and increases that would be due by the Client to any third party in the event of failure to produce a compulsory submission, inaccuracy of the amounts declared or omission of Staff Members from the submission.

7.1. General commitment

PayFit undertakes to make available the PayFit Product and Services substantially in accordance with this Agreement.

7.2. Rights granted

Subject to the provisions of the Agreement and the Client's payment in full of the Fees, PayFit grants to the Client a non-exclusive, non-transferable, non-sublicensable right to permit the Users to access and use the Services during the Term, starting from the Activation Date, for the Client's internal business operations.

The Client may grant Users access to the Services provided that the Client:

- i. do not make or give any representations, warranties or other promises concerning the Services unless agreed by PayFit in writing from time to time;
- ii. give notice of the contents of the Agreement to all Users and ensure that they comply with all obligations under the Agreement and, in particular, that they will use the Services in compliance with the terms of the Agreement;
- iii. ensure PayFit's interests and proprietary rights in the Services are protected to the same extent as set out in the Agreement including, in particular, clause 12 "Property" and clause 18 "Confidentiality" (and the Client will take reasonable steps to enforce such terms at PayFit's request); and
- iv. ensure that PayFit is not liable to the Users in any way.

Payfit may monitor the Client's and Users' use of the Services to ensure the quality of, and improve the Services, and verify the Client's compliance with the Agreement.

The Client shall indemnify and defend PayFit, and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by a User or any other third party relating to the Client's use of the Services (except to the extent caused by PayFit's negligence).

7.3. Use restrictions

The Client shall not, and shall not allow any Users or other persons to:

- i. access, store, distribute, or transmit any Virus through the Services;
- ii. use the Services to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
- iii. use the Services in a manner that is illegal or causes damage or injury to any person or property;
- iv. use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Services in a manner that sends more request messages to the Services than a human can reasonably produce in the same period of time by using a conventional online web browser;
- v. attempt to interfere with or compromise the integrity or security of the Services, and PayFit reserves the right, without liability or prejudice to its other rights under the Agreement, to disable any Account or access to all or any part of the Services by any User, for any breach of any provision of this clause 7.2.

7.4. Beta test

From time to time, PayFit may grant the Client access to Beta Features at no additional cost.

PayFit may terminate such access at any time, in its discretion and without notice.

Access to Beta Features shall immediately terminate upon (i) termination of the Agreement for any reason, (ii) cessation of integration of the Beta Features with the PayFit Product or (iii) breach of the Agreement.

If the Beta Feature is commercialised, PayFit shall have no obligation to (a) commercialise versions identical or similar to those of the Beta Features previously offered to the Client, or (b) offer commercialization to the Client.

PayFit retains all proprietary rights to the Beta Features. The Client shall take all necessary measures to protect the Intellectual Property Rights relating to the Beta Features and undertake not to infringe them directly or indirectly. Thus, the Client acknowledges that any use of the Beta Features that does not comply with this Agreement shall constitute an infringement of intellectual Property Rights.

In consideration of the access to the Beta Features at no additional cost, the Client agrees to respond to PayFit's requests for suggestions, comments and requests for improvements to the Beta Features that it would be desirable to include in the final version of the Beta Features. The Client unconditionally assigns to PayFit the exclusive right to all intellectual property rights that may relate to any suggestions, remarks and requests for improvement, as and when they are communicated, for all modes of exploitation, worldwide and for the duration of the protection of such rights. Subject to the Client's prior information, the Client authorises PayFit to record and use the Client's playback sessions and screen shares without this giving rise to remuneration.

The Client agrees to transfer to PayFit and its service providers all Client Data necessary for the performance of the Beta Features.

The Client acknowledges that the Beta Features are a provisional version and that further testing is necessary to ensure its performance and stability. Accordingly, the Beta Features are provided "as is" and PayFit disclaims all warranties in respect of the same. The Client also agrees that the Beta Features may include known or unknown bugs and that data synchronised by Users may be deleted and/or reset at any time and that the Beta Features may damage the User's equipment.

Except as expressly provided by law, PayFit excludes all liability to the Client and/or its Staff Members for any direct or indirect damages resulting from the use of the Beta Features.

8. AVAILABILITY AND SUPPORT

8.1. Service availability

PayFit will use commercially reasonable endeavours to make the PayFit Product available during the Service Availability Window, with an annual uptime rate of 98,5%, except for:

- i. planned maintenance, which will be scheduled and communicated to Client through <https://status.payfit.com> at least 24h before the maintenance window. However, PayFit will use reasonable commercial efforts to ensure that any planned maintenance occurs outside the Service Availability Window ; and
- ii. unscheduled maintenance during the Service Availability Window or otherwise, for which PayFit will use reasonable endeavours to give the Client advance notice.

8.2. Support

The Support Services are available during Business Days and Business Hours via the "Help" tab accessible within any Administrator Account.

Before requesting the Support Services, the Client shall check the "Online Help" section, accessible within its Admin User Account, to see if it contains an answer to its question.

It is expressly agreed between the Parties that the tasks related to the routine administration of the Accounts (in particular the creation of new Users or the updating of Client Data and of all payroll-related data) do not fall within the scope of the Support Services and must be carried out by the Client.

PayFit will use reasonable endeavours to provide a level of support and advice on the use of the Services that is appropriate to the nature of any issues requiring support or advice during Business Hours.

The Client shall provide all support reasonably required by PayFit to perform its obligations under this clause 8.2, including providing reasonably detailed descriptions of issues and updates on the

performance of the Services.

PayFit shall not be under any obligation to provide support or advice in accordance with clause 8.2 if:

- i. a response to the query submitted by the Client is available in the online assistance or frequently asked questions sections of the Services;
- ii. the request for assistance does not relate to the functionalities or use of the Services;
- iii. the request for assistance relates to the routine administration of the Accounts (such as the creation of new Users);
- iv. the request for assistance was not submitted through the ways required by PayFit;
- v. the request for assistance was not submitted by an Admin User;
- vi. the request for assistance relates to issues arising under tax or employment law, or would otherwise require advice from a regulated professional;
- vii. the request for assistance is unlawful or otherwise in breach of the Agreement, or relates to an act that, if carried out would be unlawful or otherwise in breach of the Agreement;
or
- viii. the request for assistance otherwise falls outside the scope of PayFit's competence.

The Client acknowledges and accepts that the Support Services do not exempt the Client from its obligation to provide correct and updated Client Data when setting up its Account and undertakes, in accordance with clauses 6.1.2 and/or 6.2 of the Terms of Service, to complete and update all Client Data under its sole responsibility.

The Client acknowledges and accepts that PayFit's personnel in charge of the Support Services may access its Account to perform actions requested by the Client or to allow the provision of the Services in the best conditions.

The Client acknowledges that the Services, including the Support Services, do not constitute in any way, legal, tax, accounting or financial services advice equivalent to that of professional advisors (lawyers, chartered accountant etc.). Consequently, the Client is solely responsible for the use and interpretation of documents, information and any other data provided to the Client by PayFit when using the Services.

In the event the plan subscribed by the Client includes employment law support with a PayFit partner, such support will be provided and invoiced directly by the provider to the Client. PayFit will not provide employment law advice. The Client further accepts and acknowledges that the employment law support does not constitute employment law advice, which is reserved for regulated professions.

9. CHANGES TO THE PAYFIT SERVICE

The Parties agree that the Services may evolve during the Term and the Client agrees that new Service Features (in Beta version or final version) can be provided in addition to the Service Features available as of the Effective Date.

The Client recognises that PayFit is always innovating and finding ways to improve the Services with new features and services. The Client therefore agrees that PayFit may modify the features and functionality of the Services from time to time, without notice.

The updated list of Service Features is accessible at any time in the "Legal" section of the PayFit Product.

The Client acknowledges and accepts that the Plans offered by PayFit are not customisable and that the Client will not be able to waive one or more components of the Services of the Plan subscribed by the Client.

10. FINANCIAL TERMS

10.1. Fees

The Fees are set out in the Subscription Contract.

The Agreement applies only to the Contracting Entity and its Authorised Affiliates. Without prejudice to PayFit's other rights and remedies, if the Client uses the Services for one or more additional Affiliates during the Term, additional Fees may be invoiced to any payable by the Client and the Client may be required to sign an amendment to the Agreement.

The Client acknowledges that the Service Fees may increase or decrease depending on the following variables:

- the change of Plan or subscription to new options or add-ons;
- the increase or decrease in the number of Authorised Affiliates and/or Staff Members and/or Payslips per Staff Member as compared to the number declared at the Effective Date;
- the possible revision of the Service Fees pursuant to clause 10.6.

10.2. Invoicing terms

The Onboarding Fees shall be invoiced:

- upon the Effective Date for the Authorised Entities declared at the Effective Date;
- upon the onboarding of any new Authorised Entities added during the Term after the initial Onboarding.

The Service Fees shall be invoiced in the middle of every calendar month, taking into account the Services used during the previous month.

During the Term, payments shall be due for every payroll month even if the Client does not generate payroll. In such instances, the Service Fees will be invoiced on the basis of the last invoiced payroll month or, in the absence of any previous payroll, on the basis of the Services Fees referenced in the Subscription Contract.

All amounts and Fees stated or referred to in this Agreement will be payable in GBP, are non-cancellable and non-refundable (except as expressly stated otherwise in this Agreement).

All invoices shall be sent in PDF to the contact email of the Client as set out in the Subscription Contract or as otherwise notified by the Client to PayFit in writing.

10.3. Payment terms

All invoices issued by PayFit for the Fees and any other charges under this Agreement will be payable by the Client by direct debit within thirty (30) days of the date of invoice.

The Client agrees to provide its bank details and any other information reasonably requested by PayFit. The Client hereby authorises PayFit to debit the Fees to the Client's bank account on the date of each invoice issued in accordance with clause 10.2, and the Client shall execute any additional documentation, or provide such other confirmation or authorisation, as reasonably required in order for PayFit (or any service provider engaged by PayFit for this purpose) to collect any Fees due directly from the Client's bank.

The Client hereby agrees that the invoices are settled by direct debit via the use of the GoCardless secure direct debit service. The Client shall take note of the terms of use of the GoCardless service accessible at <https://gocardless.com/legal/merchants/> which it expressly accepts. Each direct debit through GoCardless will be made on the date of issue of the invoice.

10.4. Late payment

In case of late payment, and without prejudice to PayFit's other rights and remedies:

- i. interest shall accrue on a daily basis on any overdue amounts at an annual rate equal to 3% above the then current base lending rate of Barclays Bank PLC at the due date for payment of the relevant Fees, commencing on the due date for payment and continuing

- ii. until fully paid, whether before or after judgement;
- iii. the Client shall reimburse PayFit for all reasonable costs and expenses (including reasonable lawyers' fees) incurred by PayFit in collecting any overdue amounts;
- iv. PayFit may, without liability, suspend or temporarily disable all or part of the Client's access to the Services and PayFit shall be under no obligation to provide any access to the Services while the invoice(s) concerned remain unpaid;
- v. PayFit may terminate the Agreement in accordance with clause 17.2.

10.5. Taxes

All amounts described in the Agreement are stated exclusive of value added tax, which shall be added to PayFit' invoice(s) at the appropriate rate.

10.6. Price revision

PayFit may increase any of the Service Fees upon giving at least 30 (thirty) days' notice in writing to the Client, such increase to take effect from the commencement of the Extended Term following expiry of such notice. If the Client refuses the increase, the Client may give not less than 15 (fifteen) days' written notice to PayFit, such notice to expire no later than the end of the Initial Term or the then-current Extended Term (as applicable). The Fees will not increase during the notice period.

PayFit may also increase the Service Fees annually automatically in accordance with the percentage increase in the UK Consumer Price Index over the same period. Such variations shall take effect on the anniversary of the Effective Date.

The most recent applicable Fees are available on request via the "Help" section accessible via any Admin User Account.

11. CLIENT'S OBLIGATIONS

The Client shall:

- i. use the Services only for its own internal business purposes and in accordance with its professional needs and not for illicit, prohibited and/or illegal purposes, to harm third parties or PayFit or under conditions not provided for in the Agreement and, more generally, not to disrupt the proper functioning of the Services;
- ii. not use, directly or indirectly, the Services for entities not included within the scope of the Agreement;
- iii. not gain unauthorised access to the Services or the systems and networks associated with them;
- iv. ensure the contact details of the Admins are up-to-date on their Account;
- v. communicate to PayFit the information necessary for the performance of the Services and the Onboarding and, more generally, to provide all its assistance to PayFit in the performance of the Services. In this respect, the Client undertakes to:
 - cooperate with PayFit in the performance of the Agreement;
 - inform PayFit of any changes in its circumstances or those of its employees and Entities,
 - provide, on its own initiative, the qualified personnel necessary to ensure the proper performance of its obligations under the Agreement;
 - provide sufficiently qualified and documented Client Data so that it can be used by PayFit for the provision of the Services;
 - verify the accuracy, completeness and integrity of the Client Data before any communication to PayFit and update it in real time,
 - comply with the agreed deadlines and ensure compliance with the applicable deadlines for any supply of Client Data for which it or its subcontractors are responsible, according to the deadlines agreed between the Parties;
- vi. after the Onboarding, set up its Account in real time according to the evolution of its situation and that of its Staff Members during the Term;
- vii. pay the Fees as set forth in the Agreement;
- viii. arrange for access to the Services by all required telecommunications channels;

- ix. not make the Services available to third parties other than its Users;
- x. not download Client Data containing or likely to contain Viruses or Client Data that is illegal or likely to offend public order and morality. The Client acknowledges that Client Data that is considered to be in breach of applicable laws or regulations may be handed over by PayFit to law enforcement authorities and/or may be subject to immediate removal by PayFit.

The Client procures that each User complies with the Agreement and the conditions of use of the Services and that the Client and the Users use the Client Data and the Services in compliance with applicable laws.

If the Client or its Users are in breach of the Agreement, PayFit reserves the right to suspend access to the Services without prior notice and/or to terminate the Agreement in accordance with clause 18 "Suspension and Termination", without any compensation being due to the Client.

12. PROPERTY

12.1. PayFit's property

PayFit is the owner or licensee of all Intellectual Property Rights in the Services. PayFit shall retain all rights to the Services. Except as expressly set out in the Agreement, PayFit does not grant the Client any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Services.

The Client shall not:

- i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
- ii. attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Services except to the minimum extent permitted by applicable law;
- iii. access all or any part of the Services to build a product or service which competes with the Services, or use or attempt to use the Services to directly compete with PayFit; or
- iv. erase or remove any proprietary or intellectual property notice contained in the Services.

12.2. Client's property

As between the Client and PayFit, the Client exclusively owns all rights, title and interest in and to all Client Data subject to the rights and permissions granted herein. The Client grants PayFit a limited, worldwide, non-transferable, non-exclusive, non-sublicensable, royalty-free licence during the Term to access, download, use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Client Data for the sole purpose of:

- i. providing the Services to the Client, including analysing the Client Data in accordance with the functionality of the Services;
- ii. developing, testing, improving and altering the functionality of the Services; and
- iii. producing anonymised aggregated statistical reports and research, provided that they do not identify the Client's Confidential Information and do not include any personal data. PayFit shall retain all intellectual property rights over the results of such statistical analysis.

The Client represents and warrants to PayFit that it has the necessary right, title, interest and consent, in each case as necessary to allow PayFit to use the Client Data (personal data or other) in accordance with the Agreement. The Client shall maintain a backup of the Client Data and PayFit shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Client Data.

12.3. Infringement and indemnification

The Client shall immediately notify PayFit of any actual or potential infringement of any Intellectual Property Rights and of any claim by a third party that the use of the Services infringes the rights of any other person, as soon as that infringement or claim comes to its attention.

Each Party (an “**Indemnifying Party**”) shall defend, hold harmless and defend the other Party (the “**Indemnified Party**”) from and against any liabilities, losses, damages and costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) awarded against the Indemnified Party under a final court decision or agreed in settlement by the other Party as the result of any claim, demand, suit or proceeding made or brought against the Indemnified Party by a third party alleging that the use of a component of the information, concepts, characteristics, instructions, software, data, hardware or components provided by the Indemnifying Party in accordance with this Agreement infringes or misappropriates such third party’s Intellectual Property Rights.

The above indemnification obligation shall not apply to Losses suffered by the Client to the extent resulting from or arising out of:

- i. any unauthorised use of the Services;
- ii. the modification of the Services by any party other than PayFit; or
- iii. the use of an element not provided in full by PayFit.

This clause 13.3 sets forth the Indemnifying Party’s sole liability and the Indemnified Party’s sole and exclusive remedy with respect to any claim of Intellectual Property Rights infringement.

13. DATA PROTECTION

13.1. Processing of personal data as independent data controllers

Under the Agreement, each Party processes, on its own behalf, as a separate and independent controller, personal data for its own purposes relating to the management of the commercial relationship with the other party.

In particular, in order to provide the required service and manage the commercial relationship with its clients, PayFit, acting as data controller, collects and processes certain personal data concerning the Client’s employees who interact with PayFit, for the following purposes (as further detailed in PayFit’s Privacy Policy):

- to carry out operations relating to the management of customers concerning: contracts, orders, deliveries, invoices, accounting and in particular the management of customer accounts;
- to carry out operations relating to the provision of the Services: to enable the Client to create and use its Admin User Account on the PayFit Product; to provide the Client with the Services and to ensure their proper functioning; providing Support Services;
- to carry out operations relating to its commercial relationship with the Client: to provide webinars and other training courses for the Client; to communicate about its offers and developments in relation to the Services; to improve the Client’s use of the Services; to improve the Services; to carry out satisfaction surveys; to manage complaints; to carry out opinions, studies, surveys and product tests; to put customers and prospective customers in contact with other customers in order to exchange information about PayFit’s services;
- to inform the Client and its Users of improvements to its products and Services and send them newsletters relating to the Services and Client’s other offerings;
- to carry out statistical analysis;
- to manage unpaid invoices and disputes;
- to respond to any requests from public authorities;
- to combat money laundering or the financing of terrorism;
- to enable data subjects to exercise their rights as described in PayFit’s Privacy Policy.

PayFit and the Client, both in their capacity of autonomous controllers, undertake to process personal data in compliance with applicable Data Protection Laws (as defined in the Subscription Contract).

Without limiting the foregoing, each Party undertakes to provide the relevant data subjects with adequate information notice. Therefore, each Party agrees to communicate to its own personnel, the privacy notice of the other Party.

13.2. Processing of personal data on behalf of the Client

The Client acknowledges and agrees that the provision of the Services requires PayFit to process certain personal data concerning the Client's personnel.

The Parties agree that the Client is the data controller, and that PayFit is the data processor in relation to personal data that is processed in the course of providing the Services.

To the extent that PayFit processes personal data as data processor or sub-processor on behalf of the Client in the course of providing the Services, the Parties shall comply with the data processing addendum annexed to the Subscription Contract.

In its capacity as data controller, the Client is responsible for complying with its own legal and regulatory obligations with regard to the processing of personal data and undertakes to comply at all times with the laws and regulations in force in this area.

The Client agrees not to transmit any personal data to PayFit prior to the execution of the Agreement. Therefore, the Client acknowledges and agrees that PayFit shall have no legal or regulatory obligation to process any personal data transmitted by the Client prior to execution of the Agreement.

14. LIMITED WARRANTY

- 14.1.** PayFit shall make the Services available as set out in clause 8.1, and the Client's sole and exclusive remedy, and PayFit's sole liability, with respect to any failure by PayFit to provide the Services in accordance with clause 8.1 is for PayFit to use commercially reasonable efforts to repair the affected part of the Services so that it is available in accordance with clause 8.1.
- 14.2.** Other than as set out in clause 16.1, the Services is provided on an "AS IS" basis and PayFit gives no representations, warranties, conditions or other terms of any kind in respect of the Services, whether express or implied, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Except as expressly provided for in the Agreement, all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 14.3.** PayFit shall comply with the security measures available here: <https://payfit.com/security/>.
- 14.4.** PayFit will not be responsible:
- i. of the consequences of the Client's delay or failure to send all the information necessary to set up its Account and to provide the Services;
 - ii. of the consequences of the provision of inaccurate and/or incomplete and/or outdated Client Data from the Client or third parties, including PayFit's partners and service providers of the Client, whether or not integrated with PayFit. Where additional work is required to be undertaken, at Client's request, to rectify any inaccuracies or omissions then any such services would be provided as an additional service by PayFit, which would be billable in addition to the Service Fees as agreed in advance in writing between the Parties;
 - iii. for fraudulent access to the Services due to a defect or security failure resulting from negligence, error or omission on the part of a User or the Client;
 - iv. for the accidental destruction of the Client Data by the Client or the

destruction, downloading or consultation of the Client Data by a third party having accessed the Services without authorisation, without any fault or omission of PayFit;

- v. for any interruptions, delays, failures, or non-availability affecting the Services or the performance of the Services which are caused by third party services (including Third Party Sites), errors or bugs in third party software, hardware, or the Internet on which PayFit relies to provide the Services, or any changes to the Services made by or on behalf of the Client, and the Client acknowledges that PayFit does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet;
- vi. for any difficulties or inability to access the PayFit Product and Services by the Client due to its computer hardware and equipment or due to a difficulty in connecting to the Client's Internet network, it being specified that the hardware, computer equipment and the connection to the Internet network or telecommunication costs are exclusively at the Client's expense, which the Client accepts and acknowledges;
- vii. for any issues resulting from the Client's request to change from applicable laws and regulations and/or standard settings of PayFit, and the Client accepts and acknowledges that PayFit is entitled to refuse such requests.

- 14.5.** The Services may contain links to, or be connected to third party websites, data or services that are not under PayFit's control ("**Third Party Sites**"). As such, PayFit is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Client's risk and PayFit shall have no liability in respect of any Third Party Sites or the products or services offered through or in connection with such Third Party Sites.

15. PAYFIT'S LIABILITY

PayFit shall not be liable for breach of its obligations to the extent caused by, force majeure, the Client or a User or third party.

Nothing in this Agreement excludes the liability of PayFit for personal injury or death caused by PayFit's negligence, for fraud or fraudulent misrepresentation or for any matter for which it would be unlawful to exclude liability.

PayFit shall not be liable to the Client in tort, breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Agreement for any loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation, loss (whether direct or indirect) of anticipated saving or wasted expenditure, and/or similar losses, loss, alteration or corruption of data or information, or pure economic loss or for any special, indirect or consequential damage or loss, costs or expenses however arising under this Agreement and whether or not the Client had been advised of the possibility of such loss and damage.

Subject to the foregoing, PayFit's total aggregate liability under or in connection with this Agreement (whether in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise) in respect of all and any loss or damage howsoever caused shall be limited to the Fees payable by the Client for the Services provided to the affected Authorised Affiliate(s) in respect of the 12 (twelve) months immediately preceding the date on which the claim arose.

The Parties acknowledge that the prices and fees in the Agreement reflect the distribution of risks under the Agreement and the economic balance sought by the Parties, and that the Agreement would not have been concluded under these conditions without the liability limitations set out above. The Parties expressly agree that the foregoing liability limitations shall survive termination of the

Agreement.

16. INSURANCE

Each Party declares that it has taken out and will maintain in force at its own cost, throughout the Term of this Agreement, all appropriate insurance policies with reputable insurers with a limit of coverage sufficient to cover the potential liabilities that it may have to the other Party.

17. SUSPENSION AND TERMINATION

17.1. Suspension

Without prejudice to any other rights and remedies available to PayFit, PayFit may immediately suspend the Accounts (in whole or in part), and any User's right to access and use the Services without giving prior notice to the Client, if:

- i. the Client is in material or persistent breach of any of the terms of the Agreement; or
- ii. in PayFit's reasonable determination, the Client is suspected of being in material breach of any of the terms of the Agreement.

For the purposes of this clause, the Parties acknowledge that any breach of clauses 12.1 "PayFit's property" and 18 "Confidentiality" will be a material breach of the Agreement.

17.2. Termination for cause

Without prejudice to any other rights or remedies available to PayFit, if the Client fails to pay any sum due to PayFit and such sum remains outstanding for a further 30 days following notice requiring such sum to be paid, PayFit may immediately terminate the Agreement by notice to the Client.

Without prejudice to any other rights and remedies available to PayFit, PayFit may terminate the Agreement by notice with immediate effect, or such notice as PayFit may in its sole discretion elect to give, if the Client:

- i. infringes PayFit's Intellectual Property Rights;
- ii. is in breach of clauses 12.1 "PayFit's property" or 18 "Confidentiality";
- iii. is in breach of any applicable law.

Without prejudice to any other rights and remedies available to it, either Party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other Party, if that other Party:

- a. is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other Party fails to remedy the breach within thirteen (30) days after receiving written notice requiring it to remedy the breach; or
- b. is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

17.3. Effect of termination

On termination of the Agreement for any reason:

- i. all rights and licences granted to the Client under the Agreement shall immediately terminate and the Client's right to access and use, and grant Users the right to access

- and use the Services will end;
- ii. all the amounts due by the Client to PayFit on the date of the termination should be paid and the termination will not lead to any reimbursement of the amounts paid to PayFit by the Client under this Agreement.

Termination of the Agreement for whatever reason shall not affect any rights or remedies of the Parties that have accrued up to the date of termination.

Any provision of the Agreement that expressly or by implication is intended to come into force or continue in force on or after termination of the Agreement shall survive and continue in full force and effect.

18. CONFIDENTIALITY

Each Party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that:

- i. is or becomes publicly known other than through any act or omission of the receiving Party;
- ii. was in the other Party's lawful possession before the disclosure;
- iii. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
- iv. is independently developed by the receiving Party, which independent development can be shown by written evidence; or
- v. is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

Each Party shall hold the other Party's Confidential Information in confidence and, unless required by law or a regulatory body, shall not make the other Party's Confidential Information available for use for any purpose other than as needed to perform the terms of the Agreement.

Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of the terms of the Agreement.

Each Party shall take a backup of its own Confidential Information and shall not be responsible to the other Party for any loss, destruction, alteration, or disclosure of Confidential Information.

The Parties agree that the existence of their contractual relationship is not confidential and may be shared publicly, on the website and with third parties, notably with PayFit's investors, future investors, partners or consultants.

On termination of the Agreement for any reason, or at the other Party's request, each Party shall return to the other Party or destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other Party (provided that each Party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority).

19. MISCELLANEOUS

19.1. References

PayFit may use the Client's name, logo, and related trademarks in any of PayFit's publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the Services and alongside any testimonials that the Client has agreed to give. The Client grants PayFit such rights as are necessary to use its name, logo, related trademarks and testimonials for the purpose of this clause.

19.2. Feedback

The Client, from time to time, may submit feedback to PayFit relating to the Services. PayFit may freely use or exploit such feedback in connection with the Services, provided that it shall not disclose the name of the Client in any use or exploitation of the feedback.

19.3. Written communications

Applicable laws may require that some of the information or communications that PayFit sends to the Client should be in writing. When using the Services, the Client accepts that communication with PayFit will mainly be electronic. PayFit will contact the Client by e-mail or provide the Client with information by posting notices on the Services. For contractual purposes, the Client agrees to this electronic means of communication and the Client acknowledges that all contracts, notices, information and other communications that PayFit provides to the Client electronically comply with any legal requirement that such communications be in writing.

19.4. Analysis

The Client acknowledges and agrees that PayFit:

- i. may, for the purpose of creating statistical analyses and conducting development research, (i) compile statistical data and other information regarding the performance, operation and use of the Services, and (ii) use the data from the Services in an aggregated and anonymous form for the security and management of the operations;
- ii. may publish such analyses, provided that they will not incorporate the Client Data, Personal Data and confidential information in a form that could be used to identify the Client or its Staff Members, nor any other individual.
- iii. shall own all Intellectual Property Rights to such analyses and the Client shall do all acts and execute all documents necessary to give effect to this clause.

19.5. Notices

All notices shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) upon being posted on the Services, (c) 24 hours after having been sent by email, (d) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (e) one (1) day after deposit with a nationally recognized overnight courier, specifying next day signed-for delivery.

All communications shall be sent to the Party to be notified at the address as set out below or at such other address as such Party may designate by ten (10) days advance written notice to the other Party:

- For PayFit: customeruk@payfit.com
- For the Client: postal or email address of the Client as set out in the Subscription Contract

19.6. Transfer of any rights and obligations

The Client may not transfer, assign, charge or otherwise deal in the Agreement, or any of the Client's rights or obligations arising under the Agreement, without PayFit's prior written consent.

PayFit may, without the Client's consent but after having notified the Client, sub-contract, transfer or assign all or any parts of its rights or obligations under the Agreement to any PayFit affiliate or third party.

19.7. Events outside a Party's control

Neither Party shall be liable to the other Party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing

in this clause shall excuse the Client from any payment obligation under the Agreement.

19.8. Third party rights

Other than as expressly stated in the Agreement, a person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

19.9. Waiver

No forbearance or delay by either Party in enforcing its respective rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. Waivers of any rights or remedies may only be given in writing.

19.10. Severability

If any provision of the Agreement is judged to be invalid, illegal, void, voidable, unreasonable or unenforceable, the continuation in full force and effect of the remainder of the Agreement shall not be prejudiced but such provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties as set out therein.

19.11. Governing law and dispute resolution

This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with English laws.

All disputes arising out of, or in connection with, the signature, validity, interpretation, and performance of this Agreement that the Parties cannot resolve amicably, shall be submitted to the exclusive jurisdiction of the courts of England, provided that PayFit may apply to any court of competent jurisdiction to defend its intellectual property rights.