RIVERSAFE

RiverSafe General Terms and Conditions

Revised July 2025

1. Interpretation

1.1 In these General Terms and Conditions the following words have the following meanings:
Agreement: the agreement between Riversafe and the Client for the supply of the Services, as more particularly described in Clause 1.7;
Authorised Representative: the individuals notified to each party in accordance with Clause 3;
Business Proposal: the business proposal provided to the Client by Riversafe in relation to the Services;
Charges: shall have the meaning given to it in Clause 7.1;
Change of Control Procedure: the change of control procedure as set out in the Schedule to these General Terms and Conditions for the Supply of Services;
Client: the person, firm or company with whom Riversafe contracts to provide the Services;
Commencement Date: the date specified in the Order Form;
Confidential Information: the terms of this Agreement along with any and all information or materials in any form or medium (whether written, oral, visual or electronic) disclosed directly or indirectly by either party or its employees or representatives to the other in connection with this Agreement which is of a confidential or proprietary nature or is received in circumstances in which the receiving party knows or should know that the information is confidential including without limitation any financial and commercial information relating to the business of either party or any of their group companies;
Intellectual Property Rights: shall have the meaning given to it in Clause 13.1;
Location: means the location(s) where Riversafe will provide the Services as set out in the Business Proposal or such additional or alternative location(s) as shall be agreed between the parties in writing from time to time;
Materials: any documents, materials, data or information in any form (including computer programs, data, reports, specifications and drafts) provided by Riversafe in connection with this Agreement;
Party/Parties: means the parties specified in the Order Form;
Relevant Charges: means the charges charged for the Services during the twelve (12) months preceding the date on which the claim arose;
Relevant Requirements: shall have the meaning given to it in Clause 15.1.1;
Relevant Terms: shall have the meaning given to it in Clause 15.1.3;
Report: Means a report by Riversafe containing a copy of its technical findings, results and logs in accordance with the Business Proposal;
Riversafe: Riversafe Ltd incorporated and registered in England and Wales with company number Floor, Paternoster House, 65 St Paul's Churchyard, London, United Kingdom, EC4M 8AB;
Riversafe Equipment: means any equipment belonging to Riversafe referred to in the Business Proposal;
Service Commencement Date: shall have the meaning given to it in Clause 4.1;
Service Activity: professional service tasks as set out in the Business Proposal;
Services: the services provided or to be provided by Riversafe to the Client as more particularly described in the Business Proposal;

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Summary Report: a report produced by Riversafe summarising the tasks completed during the provision of the Services and provided to the Client on completion of the Services; Term: shall have the meaning given to it in Clause 5;
UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
1.3 Unless the context otherwise requires, any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and shall not affect the interpretation of these General Terms and Conditions.
1.5 References to clauses are to the clauses of these General Terms and Conditions
1.6 In this Agreement reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality).
1.7 This Agreement consists of the following:
(a) the order form;
(b) these General Terms and Conditions;
(c) any of Riversafe's additional Terms and Conditions referred to in the Order Form as applicable;
(d) the Business Proposal. In the event of any conflict between the above, the documents shall take precedence in the above order.

2. Entire Agreement
2.1 This Agreement constitutes the entire agreement and understanding between the parties and shall apply to the Services to the exclusion of all other terms and conditions and shall prevail over all inconsistent terms that the Client seeks to apply to the Services.
2.2 Variations to the Agreement shall have no effect unless agreed in writing between the parties and approved by a director of RiverSafe.
2.3 No order for Services placed by the Client on the basis of any Business Proposal shall be deemed to be accepted by Riversafe until it has received the Order Form from the Client duly signed by the Client and Riversafe has countersigned the Order Form or has started to perform the Services.
2.4 Each Business Proposal is valid for a period of thirty (30) days only from the date it is issued (or such longer period as Riversafe in its sole discretion may permit), although Riversafe may withdraw a Business Proposal at any time before it is accepted.
2.5 All samples, drawings, descriptive matter, specifications and advertising issued by Riversafe and any descriptions or illustrations contained in Riversafe's catalogues or brochures not included in the business proposal are issued or published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Agreement.

2.6 The Client acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, promise, warranty or representation (whether made innocently or negligently) made or given by or on behalf of Riversafe which is not expressly set out in the Agreement. An action for breach of contract is the only remedy for any statement, promise, warranty or representation set out in the Agreement (whether made innocently or negligently). Nothing in this Clause 2.6 shall limit or exclude liability for fraud.

3. Authorised Representatives

3.1 Each party shall from time to time notify the other party in writing the identities of its "Authorised Representative(s)" for the purposes of this Agreement.

4. Service Commencement

4.1 The Services supplied under the Agreement shall be provided by Riversafe to the Client from the date specified in the Business Proposal or such other date as agreed between Riversafe and the Client in writing (the "Service Commencement Date").

4.2 Save as otherwise provided in the Agreement, the Services supplied under the Agreement shall continue to be supplied for the duration specified in the Business Proposal unless the Agreement is terminated by one of the parties giving to the other not less than thirty (30) days' written notice. In such event Riversafe shall be entitled to be paid on a pro rata basis in respect of such part performance up to the effective date of termination.

5. Duration

5.1 This Agreement shall come into force on the Commencement Date and shall continue for such period as is specified in the Business Proposal or until it is terminated earlier in accordance with Clause 17 or as provided elsewhere in this Agreement ("Term").

6. Time of Performance

6.1 Riversafe shall use its reasonable endeavours to meet any specified dates included in the Business Proposal but, for the avoidance of doubt, time for performance of the Services shall not be of the essence and, unless agreed otherwise by Riversafe in writing, any specific dates stated by Riversafe shall be estimates only.

6.2 Riversafe will not be liable for any loss (including loss of profit, loss of business or depletion of goodwill), costs, damages, charges or expenses caused directly or indirectly by any delay in performing the Services (unless caused by Riversafe's negligence), nor will any delay entitle the Client to terminate or rescind the Agreement.

7. Charges

7.1 Unless otherwise agreed by Riversafe in writing, Riversafe's charges for the Services (the "Charges") are as set out in the Business Proposal.

7.2 In the event that the Charges are based on inaccurate or incomplete information supplied by or on behalf of the Client then Riversafe reserves the right to propose revisions to the Charges for the Client's approval within fourteen (14) days of becoming aware of such inaccurate or incomplete information.

7.3 In the event that the parties cannot reach an agreement in relation to such revisions to the Charges, pursuant to Clause 7.2, within thirty (30) days of such revisions to the

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Charges being proposed, either party may terminate the Agreement on seven (7) days' written notice.

7.4 In the event that costs of performing the Services including (but not limited to) increases in subcontractor charges, employment costs or overheads materially increase, Riversafe may propose alternative, or revisions to the, Charges pursuant to the Change of Control Procedure.

7.5 The Charges are exclusive of any applicable VAT which the Client will pay in addition.

7.6 In addition to the Charges the Client shall pay Riversafe the full amount of any disbursements (including any applicable VAT) incurred by Riversafe or its employees in the performance of the Services, including (but not limited to) travel expenses; hotel expenses; the costs of telephone calls; and facsimile transmissions provided that no such disbursements shall be incurred without prior express written approval.

8. Payment

8.1 Payment of the Charges shall (unless otherwise specified in the Business Proposal or agreed otherwise in writing by the parties) be made within thirty (30) days of the invoice issue date.

8.2 No payment shall be deemed to have been received until RiverSafe has received in full cleared funds.

8.3 Each payment shall be paid by the Client only if the Client has received and accepted Riversafe's Summary Reports of each completed Service Activity as set forth in the Business Proposal or agreed otherwise in writing by both parties.

8.4 The Client shall make all payments due under the Agreement without any deduction whether by way of setoff, counterclaim, discount, abatement or otherwise.

8.5 Time for payment shall be of the essence of the Agreement.

8.6 Without prejudice to any other rights or remedy that it may have, if the Client fails to pay Riversafe on the due date, RiverSafe may:
(a) Suspend all Services until payment has been made in full cleared funds; and
(b) Riversafe may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (or such other statute that may replace it from time to time).

8.7 Riversafe may, without prejudice to any other right it may have, set-off any liability of the Client to Riversafe against liability of Riversafe to the Client.

8.8 Should Riversafe have reasonable concerns as to the creditworthiness of the Client it may adjust any credit terms applicable to the Client and may impose credit limits on the Client which, if reached, allow RiverSafe to suspend the Services or terminate the Agreement In circumstances where the Client terminates the Agreement or elects to cancel or reschedule the Services on less than 5 days prior to the Service Commencement Date, the Client shall remain obliged to make payment of the Charges in full to RiverSafe.

9. The Services

9.1 Riversafe shall perform the Services with reasonable skill and care in accordance with the standards generally observed in the industry for similar services and in a timely manner in accordance with the timescales set out in the Business Proposal.

9.2 Subject to Clause 10.4, Riversafe shall comply with all reasonable and lawful instructions and/or directions of the Client in respect of the Services.

9.3 Riversafe shall perform the Services at the Location or such other location(s) as the parties agree in writing from time to time.

9.4 Subject to the provisions of Clause 17.3, Riversafe shall keep detailed records of all acts and things done by it in relation to the provision of Services and shall upon request from the Client make such records available to the Client for inspection and/or copying.

9.5 Riversafe shall perform the Services in compliance with all applicable laws, enactments, orders, regulations, codes of practice and other similar instruments as may be in force or apply from time to time.

9.6 Subject to the Client's obligations contained in Clause 11 below, Riversafe shall obtain and maintain in force all necessary consents, approvals, authorisations, licences and permissions which it is required to obtain in order to enable it to perform the Services and comply with its obligations under this agreement.

9.7 Riversafe shall ensure that whilst its personnel are on the Client's premises and/or the Location they will act in accordance with the Client's health, safety and security requirements provided that Riversafe is given notice of such health, safety and security requirements.

9.8 Riversafe shall ensure that its personnel retain all Confidential Information belonging to the Client in accordance with Clause 16.

9.9 Riversafe shall promptly notify the Client of any circumstance that may materially delay or otherwise affect Riversafe's ability to provide the Services.

9.10 The Client acknowledges and agrees that, in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than expressly set out in the Agreement.

9.11 Riversafe shall provide to the Client at the end of each agreed or additionally requested Man day, period but in any event no later than 14 days thereafter, a written report of the result of its engagement for that period. The Client shall be obliged to notify Riversafe of any request to change the Services on no less than 20 days' written notice. In this respect, if any request is received on less than 20 days' written notice, Riversafe shall not be obliged to implement or consider the same. Any request for change shall be subject to Riversafe's availability as determined in its absolute discretion. The number of service days requested in any order form submitted by the Client in respect of the Services must be utilised within 12 months from the date of such order form. In circumstances where the Client does not utilise the total number of days within this 12 month period, the Client shall forfeit the right to utilise these days, however will be charged. For the avoidance of doubt, Riversafe reserve the right to charge the Client for the total number of days as specified in any order form regardless of how many days have been utilised.

In circumstances where the Services are completed prior to the duration provided in the Business Proposal, Riversafe shall issue the Client a credit note in respect of any remaining service days, which the Client shall be entitled to utilise towards the provision of alternate services as provided by Riversafe. Such credit note must be utilised within 12 months following completion of the Services. For the avoidance of doubt, the Client shall not be entitled to a refund of any monetary sums in respect of the early completion of the Services.

9A Change Control

9A.1 Either Party may request a change to the scope, timing, deliverables, or other aspects of the Services (a "Change Request").

9A.2 Each Change Request shall be submitted in writing to the other Party's Authorised Representative and shall include:
(a) a description of the proposed change and rationale;
(b) the likely impact on timescales, Charges, or deliverables; and
(c) any dependencies or risks arising from the change.

9A.3 Upon receipt of a Change Request, RiverSafe shall review the request in good faith and, within a reasonable period, provide a written response outlining:
(a) any required amendment to the Business Proposal, Statement of Work, or Service Schedule; and
(b) any resulting variation to Charges, resources, or timelines.

9A.4 No Change Request shall be binding until agreed in writing and signed (physically or electronically) by the Authorised Representatives of both Parties, such agreement constituting a Change Request Acceptance.

9A.5 Until a Change Note is agreed, the Parties shall continue to perform the Services in accordance with the existing Agreement.

9A.6 RiverSafe may charge a reasonable fee for time spent assessing, preparing, or implementing Change Requests, provided that such fees are disclosed in advance.

9A.7 Changes required due to law, regulation, or compliance with ISO or information-security standards may be implemented by RiverSafe on prior written notice, provided such changes do not materially alter the nature or price of the Services.

10. The Services

10.1 Riversafe shall ensure that the Services are performed by personnel who have the necessary skill and expertise to provide the Services.

10.2 Riversafe shall notify the Client's Authorised Representative immediately if any of Riversafe's staff will not be or are likely not to be available to perform the Services, and the effect the same may have on the provision of the Services. Riversafe will, subject to the Client's approval, appoint replacement staff (with equivalent skills and expertise) as quickly as possible at no cost to the Client.

10.3 The Client shall have the right to require Riversafe immediately, on receipt of written notice and any evidence of the alleged breach, to remove any Riversafe staff that have misconducted themselves or acted in breach of the Client's personnel code or health, safety, security or other legal requirements or any of the terms of this Agreement.

10.4 If Riversafe is required to provide additional services or the required scope of the Service increases or changes the parties shall comply with the Change of Control Procedure.

11. Clients Obligations

11.1 Riversafe's obligation to provide the Services is conditional upon the Client providing to Riversafe:
(a) access to and copies of all documentation, information and materials which may at any time be necessary or desirable for the purpose of performing the Services (the Client shall obtain and maintain any licences or consents required by Riversafe in relation to the use of such documentation, information and materials);
(b) access to personnel and to the Location in each case to such extent and at such time and for such purposes as Riversafe shall specify; and

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(c) generally such assistance and co-operation as shall be necessary or expedient for the proper performance of the Services.
11.2 Where access to the Location is provided by the Client the Client shall:
(a) ensure that it provides a safe and suitable environment for Riversafe's personnel and agents;
(b) comply with all relevant laws and regulations from time to time (including, without limitation, health and safety laws) in relation to the use by Riversafe's personnel and agents of the Location;
(c) inform Riversafe of all health and safety rules and regulations and any other reasonable security requirements that apply to the Location (or any part of it); and
(d) grant or procure the granting of any necessary permissions required for Riversafe to perform the Services at the Location.
11.3 Without prejudice to anything to the contrary in the Business Proposal (including specified cancellation charges), if Riversafe's performance of its obligations under the Agreement is prevented or delayed by an act or omission of the Client, its agents, sub-contractors or employees Riversafe shall be released from its obligations to provide the Services for the duration of any such delay, shall not be liable for any costs, charges or losses sustained or incurred by the Client as a consequence of the delay and Riversafe shall still be allowed to be paid as though it were performing normally as provided for in Clause 8 of the agreement.
11.4 The Client shall neither itself or through any of its associates, solicit, directly or indirectly, any employee of Riversafe with whom it has had contact in connection with the Agreement for the duration of the agreement and for a period of 12 months following termination of the Agreement and if it does it shall indemnify Riversafe against any costs Riversafe incurs as a consequence.
11.5 The Client acknowledges that it shall be entirely responsible for backing-up its own networks and data and ensuring the back-up and independent resilience of any other data and networks which are dependent upon the Client's networks and data. Riversafe shall not be held responsible for the accidental loss, damage or destruction of the Client's networks or data caused by the provision of the ervices under the Agreement save for instances of negligence and/or by virtue of Riversafe breaching the terms of the Agreement.
11.6 The Client shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the:
(a) Services;
(b) installation of Riversafe's Equipment;
(c) use of In-put Material; and
(d) use of the Client's equipment in relation to the Services.
11.7 The Client shall notify Riversafe of any matters of which it is aware (or ought reasonably to be aware) which are reasonably likely to affect the performance of the Services, including but not limited to any known system defects, sensitive data or data for which a back-up and disaster recovery process has not been implemented.

12. Clients Obligations

12.1 Neither party's liability for any of the following is excluded or limited by this Agreement (even if any other term of the Agreement would suggest otherwise):
(a) death or personal injury caused by that party's negligence or the negligence of its employees, agents or sub-contractors;
(b) fraud or fraudulent misrepresentation; or

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(c) any liability which cannot be legally excluded or limited.

12.2 Subject to Clause 12.1, neither party shall be liable under or in relation to this Agreement (whether such liability arises due to negligence, breach of contract, misrepresentation or otherwise) for any indirect or consequential loss or damage.

12.3 Subject to Clause 12.1 and without prejudice to the provisions of Clause 12.2:
(a) Riversafe's liability arising from or in connection with this Agreement (whether the liability arises for breach of contract, negligence, or otherwise) shall be limited to one hundred and twenty five per cent (125%) of the Relevant Charges; and
(b) the Client's liability arising from or in connection with this Agreement (whether that liability arises for breach of contract, negligence, or otherwise) shall be limited to one hundred per cent (100%) of the Relevant Charges.

12.4 Riversafe warrants that it has obtained insurance in relation to all liabilities specified in this Agreement and will continue during the Term to be insured for such liabilities and that it shall, upon request by the Client, provide copies of such insurance cover to the Client together with evidence that policy premiums have been paid to date.

12.5 Nothing in this Clause 12 shall operate to limit or exclude the Client's liability to pay Riversafe the Charges.

12.6 The provisions of this Clause 12 shall survive the termination or expiry of this Agreement for any reason

13. Intellectual Property

13.1 For the purpose of this Clause 13 intellectual property rights include, without limitation, copyright, patent rights, utility models, rights to inventions, domain names, rights in computer software, service marks, trademarks, rights in goodwill or rights to sue for passing off, design rights, data base rights, know how, trade secrets, technical information, confidential process information, trade and business names, proprietary information and all similar rights whether registered or not and all rights to apply for such registrations which subsist now or in the future in any part of the world ("Intellectual Property Rights").

13.2 All Intellectual Property Rights in the Services and the Materials belong to Riversafe. Riversafe shall not unreasonably refuse any request from the Client for a licence to be granted to it to make reasonable use of the Services and Materials (provided the scope of the licence is limited to the Client's internal purposes and is nonexclusive).

13.3 Subject to Clause 13.2, Riversafe hereby grants a licence to the Client, subject to the payments of the Charges set out in the Business Proposal, to make reasonable use of the Deliverables and the products of the Services for its internal business use only. Such licence shall be granted on a nonexclusive, worldwide, nonassignable and non-sublicensable basis. If Riversafe terminates the Agreement under Clause 3 or the Agreement terminates prior to completion of the Services and delivery of such Deliverables, this licence shall automatically terminate.

13.4 For the avoidance of doubt, all Intellectual Property Rights developed during the provision of the Agreement shall belong to Riversafe.

13.5 The Client shall as soon as reasonably practicable give written notice of any third party claim to Riversafe, who shall have exclusive conduct of any claims in relation to the Intellectual Property Rights.

13.6 In the event that the Client fails to comply with its obligations in clause 13.5, it shall indemnify Riversafe and keep indemnified in relation to all liabilities, costs, expenses, damages and losses incurred as a result of such failure.

13A. Third-Party Software and Licences

13A.1 RiverSafe may from time to time resell, procure, or facilitate the supply of software, subscriptions, or licences from third-party vendors ("Third-Party Software") as part of, or in connection with, the Services.

13A.2 The Client acknowledges and agrees that:
(a) such Third-Party Software is provided subject to the vendor's own licence terms, end-user licence agreement (EULA), or subscription terms (the "Vendor Terms"), copies of which shall be provided or referenced by RiverSafe upon request;
(b) RiverSafe acts solely as a reseller or intermediary for such Third-Party Software and is not the manufacturer, publisher, or licensor; and
(c) the Client's rights to use any Third-Party Software shall be governed exclusively by the applicable Vendor Terms.

13A.3 RiverSafe makes no representation or warranty in respect of any Third-Party Software, its compatibility, or its fitness for the Client's purposes, and to the fullest extent permitted by law, RiverSafe disclaims all liability for:
(a) any defect, error, or failure in the Third-Party Software;
(b) any loss or damage arising from installation, configuration, or use of such software; and
(c) any act or omission of the relevant third-party vendor.

13A.4 The Client shall:
(a) comply at all times with the applicable Vendor Terms and any use restrictions, licensing metrics, or subscription limits set by the third-party vendor;
(b) be responsible for obtaining any additional licences or renewals required for continued use; and
(c) indemnify RiverSafe against any claim, loss, or liability arising from the Client's breach of the Vendor Terms or unauthorised use of the Third-Party Software.

13A.5 RiverSafe shall use reasonable endeavours to assist the Client in liaising with the relevant vendor to resolve any technical or contractual issues relating to the Third-Party Software but shall not itself be responsible for any vendor obligations, maintenance, or updates except where expressly stated in the Business Proposal or Order Form.

13A.6 Where RiverSafe provides **professional or managed services** in conjunction with Third-Party Software, such services shall be governed by this Agreement; however, the performance, uptime, or availability of the Third-Party Software itself shall remain the responsibility of the vendor.

14. Data Protection

14.1 Riversafe shall take all necessary steps to ensure that data or information belonging to the Client which comes into its possession or control in the course of providing the Services is protected in accordance with the Client's IT security policy (provided Riversafe was given notice of the same) and in particular Riversafe shall not:
a) use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this Agreement; or
b) disclose the data or information to any third party or persons not authorised by the Client to receive it, except with the prior written consent of the Client; or
c) alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement).

14.2 To the extent that any data or information belonging to the Client is personal data within the meaning of the Data Protection Act 1998 ("Act"), Riversafe warrants that it will process such data and information only in accordance with the Client's instructions.

14.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 14, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

14.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Riversafe is the Processor.

14.5 Without prejudice to the generality of clause 14, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Riversafe for the duration and purposes of the Agreement.

14.6 Without prejudice to the generality of clause 14, Riversafe shall, in relation to any Personal Data processed in connection with the performance by Riversafe of its obligations under the Agreement:
(a) process that Personal Data only on the documented written instructions of the Client unless Riversafe is required by Applicable Laws to otherwise process that Personal Data. Where Riversafe is relying on Applicable Laws as the basis for processing Personal Data, Riversafe shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Riversafe from so notifying the Client;
(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, 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

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(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or Riversafe has provided appropriate safeguards in relation to the transfer;
(ii) the data subject has enforceable rights and effective legal remedies;
(iii) Riversafe complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
(iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
(f) notify the Client without undue delay on becoming aware of a Personal Data Breach;
(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.A Information Security

14A.1 RiverSafe shall establish, implement, and maintain an Information Security Management System (ISMS) aligned with the principles and controls of ISO/IEC 27001 (or any successor standard), including documented policies, procedures, and regular internal reviews to ensure the confidentiality, integrity, and availability of information processed in connection with this Agreement.
14A.2 RiverSafe shall ensure that appropriate technical and organisational security measures are in place and proportionate to the risks associated with the Services, including, where applicable, measures for:

Access control and authentication;
Encryption of data in transit and at rest;
Network and infrastructure security;
Secure development and change management;
Logging, monitoring, and vulnerability management;
Business continuity and disaster recovery; and
Ongoing security awareness and training for personnel.

14A.3 RiverSafe shall promptly notify the Client of any actual or suspected security incident or personal data breach that may impact the Client's systems, data, or information processed under this Agreement, providing details of:
(a) the nature of the incident or breach;
(b) the data and systems affected (if known);
(c) the steps taken or proposed to contain and mitigate the incident; and
(d) the measures being implemented to prevent recurrence.

Such notice shall be made within 48 hours of RiverSafe becoming aware of the incident or breach, unless a shorter period is required by applicable law or regulator.

14A.4 RiverSafe shall, at the Client's request, provide evidence of its information security controls (e.g. ISO 27001 certificate, audit reports, or penetration test summaries) and shall cooperate with any reasonable security audit or assessment required by the Client or its regulator, provided that such audit:

(a) is conducted on reasonable notice;
(b) does not unreasonably disrupt RiverSafe's business operations; and
(c) preserves the confidentiality of RiverSafe's and third-party information.

14A.5 Each Party shall take reasonable steps to ensure that its own personnel, subcontractors, and suppliers who access the other Party's systems or data comply with equivalent security and confidentiality obligations.

15. Compliance with Relevant Requirements

15.1 The parties shall:

a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

c) (c) ensure that any person associated with either party who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on each party in this Clause 15.1 ("Relevant Terms"). Each party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.

16. Confidentiality

16.1 Each party (the "Receiving party") undertakes that it shall at all times (both during the Term of this Agreement and after its termination) keep confidential, and shall not without the prior written consent of the other party (the "Disclosing party") use (other than as permitted in Clause 16.2) or disclose to any third party (other than as permitted in Clause 16.3), any Confidential Information of the Disclosing party, unless such information:

(a) was public knowledge or already known to the Receiving party at the time of disclosure;
(b) subsequently becomes public knowledge other than by breach of this Agreement;
(c) subsequently comes lawfully into the possession of the Receiving party from a third party; or
(d) is agreed by the parties not be confidential or to be disclosable.

16.2 For the duration of this Agreement, the Receiving party may use the Disclosing party's Confidential Information in the performance of its obligations and the exercise of its rights under this Agreement.

16.3 The Receiving party may, to the extent necessary to implement the provisions of this Agreement (but for no other reason), disclose the Disclosing party's Confidential Information:
(a) where necessary to comply with any law, regulation, order or legitimate request, to any relevant governmental or other authority;
(b) to any member of the Receiving party's group of companies; or
(c) to any employees, officers or representatives of the Receiving party or any of the above,
(d) provided that, before any such disclosure the Receiving party shall make those persons aware of its obligations of confidentiality under this Agreement.

16.4 The Receiving party shall procure that members of its group of companies, its own employees, officers and representatives and those of members of its group of companies are made aware of and comply with the confidentiality obligations set out in this Clause 16

16.5 Each party shall immediately notify the other party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure of the Confidential Information (except where to so notify the other party would itself be unlawful).

16.6 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Receiving party from the Disclosing party shall be returned promptly to the Disclosing party on termination of this Agreement, and no copies shall be kept, save to the extent that such Confidential Information is required to be retained by law or any applicable governmental or regulatory authority, and also to the extent reasonable to permit the parties to keep evidence that each has performed its obligations under this Agreement (which for the avoidance of doubt shall permit Riversafe retaining copies of reports produced for the Client).

16.A Non-Solicitation

16A.1 During the Term of this Agreement and for a period of twelve (12) months after its termination or expiry, neither Party shall, without the prior written consent of the other, solicit for employment, engage, or induce to leave any employee, contractor, or consultant of the other Party who has been materially involved in the performance of the Services.

16A.2 This restriction shall not prevent either Party from:
(a) engaging an individual who responds to a bona fide public advertisement not specifically targeted at the other Party's personnel; or
(b) entering into discussions at the other Party's initiative following redundancy or termination of employment of the relevant individual by that Party.

16A.3 If the Client breaches this clause by engaging or contracting directly with any RiverSafe employee or consultant in contravention of this restriction, the Client shall pay RiverSafe a recruitment fee equal to 25 % of the individual's annual remuneration, representing a genuine pre-estimate of RiverSafe's loss.

16A.4 The Parties agree that this restriction is reasonable and necessary to protect their legitimate business interests and confidential information.

16.B Publicity and Announcements

16B.1 Neither Party shall issue any press release, public statement, marketing communication, or announcement relating to this Agreement or its subject matter without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

16B.2 RiverSafe may, with the Client's prior written approval (which may be given by email), list the Client's name and logo on RiverSafe's website and marketing materials for the limited purpose of identifying the Client as a customer, provided that no confidential information or performance details are disclosed.
16B.3 The Client agrees that RiverSafe may, with mutual agreement, develop and publish case studies or success stories describing the Services delivered, subject always to prior review and written approval by the Client.
16B.4 Neither Party shall make any statement which may reasonably be considered to disparage or bring the other Party into disrepute.
16B.5 The obligations in this clause shall survive termination of the Agreement.

17. Termination
17.1 Without prejudice to any other rights or remedies which the parties may have, this Agreement may be immediately terminated by either party forthwith on written notice should:

a) the other party be in material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to rectify the same within five (5) working days of that other party receiving written notice specifying such breach and the action considered appropriate to remedy the same;
(b) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement.
17.2 Without prejudice to any other rights or remedies which Riversafe may have, this Agreement may be immediately terminated by Riversafe forthwith on written notice where: (a) the Client fails to pay any amount due in accordance with the Agreement which includes Clause 4.2 and 8.3 and remains in default not less than twenty one (21) days after being notified in writing to make such payment;
(b) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
(c) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up (except in the case of a winding up purely for the purposes of a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client);
(e) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the Client's assets;
(f) a floating charge holder over the Client's assets has become entitled to appoint or has appointed an administrative receiver;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed over the Client;
(h) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or (h) any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs 17.2.1 to 17.2.8 (inclusive);
(i) the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
(j) there is a change of control of the Client (as defined in section 574 of the Capital Allowances

17.3 On termination of the Agreement for any reason:
(a) the Client shall immediately pay to Riversafe all of Riversafe's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Riversafe may submit an invoice, which shall be payable immediately on receipt. (b) the Client shall return all of Riversafe's Equipment, Riversafe Materials and Deliverables (and all copies thereof) and shall not make any further use of them. If the Client fails to do so, then Riversafe may enter the Client's premises and/or the Location and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;
(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected; and
(d) unless agreed otherwise in writing, Riversafe may destroy and/or permanently delete any data, information or intellectual property in Riversafe's possession that was generated or obtained by Riversafe in connection with the Services without notice to the Client

17.4 On termination of the Agreement (however arising), sections 6 (Time of Performance); 7 (Charges); 8 (Payment); 12 (Liability and Insurance); 13 (Intellectual Property); 14 (Data Protection); 15 (Compliance with Relevant Requirements); 16 (Confidentiality); 17 (Termination); and 19 (General) of these Conditions shall survive and continue in full force and effect.

17A Termination Assistance

17A.1 Following expiry or termination of this Agreement (for any reason), RiverSafe shall, for a period of up to thirty (30) days (or such longer period as agreed in writing), provide reasonable Termination Assistance to enable the orderly transition of the Services to the Client or to a replacement supplier.

17A.2 Termination Assistance may include, where applicable:

(a) providing access to documentation, configurations, or knowledge required for service continuity;

(b) transferring copies of Client Data or Deliverables in a structured, commonly used format;

(c) cooperating with successor personnel or suppliers; and

(d) attending reasonable transition meetings or calls.

17A.3 Termination Assistance shall be provided at RiverSafe's then-current day rates unless otherwise agreed in the Business Proposal or Order Form.

17A.4 RiverSafe shall not be obliged to disclose any of its proprietary materials, internal methodologies, or third-party confidential information as part of the Termination Assistance.
17A.5 All assistance shall be performed in good faith and with due care to minimise disruption to the Client's operations.
17A.6 The Parties shall cooperate to agree a detailed termination-assistance plan where the nature or scale of the Services reasonably requires it (for example, in managed or ongoing support arrangements).

18. Force Majure

18.1 Riversafe shall not be in breach of the Agreement nor liable if it is delayed in or prevented from performing its obligations, or for failure to perform any of its obligations due to circumstances or cause outside its reasonable control including, without limitation, acts of God, governmental actions, war ornational emergency, riot, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes, failures in utility supply, Riversafe failures, systems interruption, power surges, network unavailability, equipment failures and any comparable circumstances.

19. General

19.1 To give notice under the Agreement a letter must be delivered personally or sent by pre-paid first class post to the registered office address and normal business address of the recipient. A notice delivered by hand shall be deemed served when delivered; a notice sent by prepaid first class or other next working day delivery service shall be deemed served at 9:00 am on the second working day after posting or at the time recorded by the delivery service.

19.2 Nothing in the Agreement is intended to, or shall be deemed to, establish any agency, partnership or employment relationship between the parties.

19.3 Neither party may assign or sub-contract the Agreement or any part of it without the prior written consent of the other party.

19.4 Each right or remedy of Riversafe under the Agreement is without prejudice to any other right or remedy of Riversafe whether under the Agreement or not.

19.5 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

19.6 Failure or delay by Riversafe in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.

19.7 The parties to the Agreement do not intend that any term of the Agreement will be enforceable by virtue of the Agreements (Rights of Third parties) Act 1999 by any person that is not a party to it.

19.8 The formation, existence, construction, performance, validity and all aspects of the Agreement including the legal relationships established by the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction of the same.

RIVERSAFE

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