

Dated [24 September 2024]

These terms and conditions govern the provision of IT and cyber security consultancy services provided by the Supplier to the Client (the **Agreement**).

The Supplier agrees to provide the Services as outlined in the Quotation and the Client agrees to receive the Services according to the following terms and conditions. Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

The following definitions apply in this Agreement:

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its, customers, agents, distributors, shareholders, management or business contacts.

Client: the person or company who purchases the Services from the Supplier as set out in the Statement of Work.

Data Protection Legislation: means the Irish Data Protection Acts 1988 to 2018, the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011, the General Data Protection Regulation (Regulation (EU) 2016/679), the EU ePrivacy Directive 2002/58/EC (as amended), any successor or replacement to those laws (including, when it comes into force, the successor to the ePrivacy Directive).

Engagement has the meaning as set out in Clause 4.

Intellectual Property Rights: are patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights,

rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data: has the meaning as set out in the Data Protection Legislation.

Privacy Policy: the privacy policy of the Supplier provided to the Client during the course of the Engagement.

Quotation: means the document which details the description of and the prices for the products and services.

Services: the services supplied by the Supplier to the Client [initially set forth in the Quotation and now] as set out in the Statement of Work.

Statement of Work: the commercial detail describing the Services to be provided by the Supplier as set out in this Agreement.

Supplier: means Eggers Consultancy Limited

Termination Date means the date of termination of this Agreement and any Statement of Work, howsoever arising.

1 SUPPLY OF SERVICES

- 1.1 The Supplier shall supply the Services to the Client in accordance with the Statement of Work attached hereto in all material respects.
- 1.2 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.
- 1.3 The Services will be used for legitimate business use only and will only be used in a manner which is consistent with the way in which it is intended

to be used and in a way that is compliant with any and all applicable laws. The Supplier reserves the right to suspend or terminate the Services for the Client's failure to comply with these requirements.

2 CLIENT'S OBLIGATIONS

- 2.1 The Client shall:
 - (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's electronic systems, databases, premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.

3 PRICING AND PAYMENT

- 3.1 The Supplier will provide the Services to the Client in exchange for payment of fees and compliance with this Agreement and in accordance with the billing procedures and rates agreed between the Supplier and the Client as described in Statement of Work.
- 3.2 The Client certifies that the Client has read, is aware of, and understands the rates and fees for usage of the Services as agreed between the parties.
- 3.3 The Supplier guarantees to deliver the Services at the agreed price, given that payment from the Client has been made in full and according to the

agreed payment terms. The Supplier also reserves the right, in its sole discretion, to suspend the provision of Services to Client's if the agreed payment terms are not being met.

3.4 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

3.5 If the Client fails to make a payment due to the Supplier under the Agreement by the due date, then, without limiting the Supplier's remedies under Clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 3.5 will accrue each day at 4% a year above the Bank of Ireland's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4 ENGAGEMENT

This agreement shall commence on the date of signature and shall remain in full force and effect for the agreed term set out in the Statement of Work (the **Engagement**).

5 CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

5.1 The Supplier hereby acknowledges that during the Engagement they will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this Clause 5.

5.2 The Supplier shall not (except in the proper course of their duties), either during the provision of Services or at any time after the Termination Date, use or disclose to any third party any Confidential Information. This restriction does not apply to:

(a) any use or disclosure authorised by the Client or required by law; or

(b) any information which is already in, or comes into, the public domain otherwise than through the Supplier's unauthorised disclosure.

5.3 At any stage during the Engagement, the Supplier will promptly on request return all and property of the Client in their possession, to the Client.

5.4 Nothing in this Clause 5 shall prevent the Supplier or, where applicable, the Client (or any of its officers, employees, workers or agents) from:

(a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;

(b) doing or saying anything that is required by the Central Bank of Ireland (CBI), a regulator, ombudsman or supervisory authority;

(c) whether required to or not, making a disclosure to, or co-operating with any investigation by the CBI, or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);

(d) complying with an order from a court or tribunal to disclose or give evidence;

(e) making any other disclosure as required by law; or

(f) disclosing information to any person who owes a duty of confidentiality (which the Supplier and the Client agree not to waive) in respect of information disclosed to them, including legal or tax advisers.

6 DATA PROTECTION

6.1 The Supplier and the Client will comply with the Data Protection Legislation. This Clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

6.2 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the engagement.

6.3 To the extent that the Supplier processes Personal Data on behalf of the Client, the Client should refer to the Privacy Policy The Supplier will make available such information as is reasonably necessary to demonstrate compliance with the obligations of processors under Data Protection Legislation.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier or its licensors.

7.2 The Client shall not sub-license, assign or otherwise transfer the rights granted above.

8 LIMITATION OF LIABILITY

8.1 Nothing in these Conditions limits any liability which cannot legally be limited, including but not

limited to liability for death, personal injury and fraud.

8.2 Any reliance by the Client upon the Services including any action taken by Client because of such use or reliance is at the sole risk of the Client. As a result, the Client agrees that the Supplier shall not be liable to the Client for any claims, damages or loss of profit which may be suffered by the Client or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Services provided herein, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, or service interruptions. The Clients' sole and exclusive remedy for any failure or non-performance of the Service shall be for the Supplier to use commercially reasonable efforts to adjust or repair the Services.

8.3 The Clients' sole and exclusive remedy for any failure or non-performance of the Services shall be for the Supplier to use commercially reasonable efforts to adjust or repair the Services.

8.4 The Supplier's total liability under this Agreement shall be limited to the total fees paid by the Client under the Statement of Work.

9 INDEMNITY

9.1 The Client shall indemnify, defend, and hold harmless the Supplier, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the Supplier Indemnitees) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees (collectively, Losses), arising out of or resulting from any decisions, actions, or omissions of any consultants appointed by the Client, including but not limited to the selection, engagement,

direction, supervision, or performance of such consultants, except to the extent such Losses are directly attributable to Supplier Indemnitees breach of this Agreement, or to the Supplier Indemnitees gross negligence or wilful misconduct.

10 TERMINATION

10.1 Without affecting any other right or remedy available to it, either party may terminate the Engagement by giving the other party one (1) month's written notice.

10.2 Either party may terminate the engagement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering examinership, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in

the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

10.3 Failure to comply with Clauses 1.3 & 3.3 of this Agreement may result in immediate suspension or termination of the Services. The Supplier reserves the right to cancel the Services, with no refunds, if it determines, in its sole discretion, that a user or group of users is in breach of Clauses 2 or 5 of this Agreement.

10.4 Terms of the Agreement, which are intended to survive expiration or termination will survive, including, but not limited to, restrictions on intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law.

11 FORCE MAJEURE

Neither party shall be responsible to the other party in circumstances where some or all of the obligations under these Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party, including an act of god, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities (including those of the necessary quality or security), obtain materials or supplies and, in all cases, the inability to do so except at increased prices (whether or not due to such causes). However, if such circumstances persist for more than [INSERT] days, the non-defaulting party may terminate the agreement and all charges due to the Supplier up to the date of termination shall become due.

12 SEVERABILITY

In the event that any term or provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid in whole or in part for any reason, the remaining provisions of this agreement shall remain in full force and effect.

13 ASSIGNMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

14 ENTIRE AGREEMENT

This Agreement together with the Statement of Work and the Privacy Policy contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.

15 GOVERNING LAW AND JURISDICTION

15.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

15.2 Each party irrevocably agrees that the Irish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.