

**Terms and Conditions of Business
between VOCASO Limited and entities
to whom VOCASO Limited introduces
Community Members for non-
executive director and/or advisory
roles.**

These Terms and Conditions of Business apply between VOCASO Limited and the Company (as defined below) and shall not be varied save as agreed in writing by a director of VOCASO Limited.

These Terms and Conditions of Business are deemed to be accepted by the Company by virtue of any engagement with VOCASO relating to potential introductions of Community Members

1. Definitions

“Appointment”	the appointment by the Company (or any entity connected with the Company) of a Community Member in a non-executive director or in an advisory role (including any direct or indirect engagement for their services (for example but not limited to a personal services company) following an introduction of a Community Member by VOCASO to be considered for an Opportunity
“Community Member”	A fee-paying individual member of the VOCASO community
“Company”	The organisation or entity meeting or otherwise engaging with a Community Member following an introduction of a Community Member by VOCASO to be considered for an Opportunity.
“Opportunity”	an opportunity for a role as a non-executive director (“NED”) or advisory role with the Company
“VOCASO”	VOCASO Limited. Registered office address; 107 Bell Street, London, UK, NW1 6TL. Incorporated in England with company number 13074637 VAT Number 367109880

2. Service to be provided by VOCASO

- 2.1** Following discussions between VOCASO and the Company and the Company confirming in writing that there is an Opportunity, VOCASO may (at its sole discretion) inform some or all (or none) of its Community Members (in such manner as VOCASO in its sole discretion determines) of the Opportunity and invite those Community Members who are interested in the Opportunity to make their interest known. VOCASO may then at its sole discretion introduce such Community Members to the Company for consideration by the Company as for the Opportunity. **There is no fee payable by the Company for this service.**
- 2.2** VOCASO reserves the right to allocate whichever consultants and staff it considers appropriate to fulfil its obligations to the Company.
- 2.3** VOCASO confirms, without reservation, the principles of equal opportunity in its business operations. VOCASO will not discriminate against qualified individuals for any unlawful reasons, including without limitation, race, religion, gender, national origin, age, or disability. VOCASO expects the Company to comply with non-discrimination policies and practices.
- 2.4** While introductions of Community Members to the Company may result in the appointment by the Company of Community Members to NED/ advisory positions, there is no guarantee of any introductions, and any Appointments will be solely the decision of the Company (or other entity that engages them).

- 2.5** The opportunity to appoint any Community Member is not guaranteed by VOCASO as this will depend entirely on the suitability of Community Members who have expressed an interest in a particular role and company.
- 2.6** The Company acknowledges that no part of any fee payable by Community Members to VOCASO relates to, or is contingent upon, any Opportunities being introduced to them or to the Community Member obtaining any appointment as an NED or to an advisory role. Any introductions are purely an incidental nature of the VOCASO Community Network.

3. Responsibility of the Company

- 3.1** The Company is responsible for taking up formal references, verifying academic and professional or other qualifications and for arranging any medical examination. In all circumstances the Company is responsible for ascertaining and satisfying itself about the suitability of any Community Member that it wishes to engage.
- 3.2** The Company agrees to:
- keep VOCASO informed as to the nature of any ongoing discussions with each introduced Community Member.
 - provide VOCASO with full information regarding terms of Appointment with any Community Member.
 - provide VOCASO with full feedback following any interviews or discussions with Community Members.
 - co-operate with VOCASO in relation to matters connected with this Agreement.

4. Cancellation or Termination

- 4.1** Any termination of this agreement by the Company must be made by written notice to VOCASO. VOCASO may terminate this agreement by written notice to the Company if no Appointment of a community member has been made within 6 months of the date of this agreement.
- 4.2** Termination or expiry of the Agreement shall not affect any accrued rights and liabilities at any time up to the date of termination. Any clauses in this agreement that are expressly stated, or by implication intended, to apply after expiry or termination of this agreement shall continue in full force and effect after such expiry or termination including without limitation clauses 5, 9 and 10.

5. Confidentiality

- 5.1** All information and details pertaining to any Community Members Introduced to the Company by VOCASO or the Community Member must be kept confidential by the Company and will not be disclosed to any third party without the Community Member's and VOCASO's prior written consent save as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6. Exclusions And Limitation of Liability

6.1 It is acknowledged by the Company that no fee is payable to VOCASO for the introduction of Community Members by VOCASO and accordingly the parties agree the provisions of clause 6 are fair and reasonable and that:

- VOCASO gives no warranties and makes no representations about or in relation to the services provided by VOCASO including without limitation the suitability of any member of the Community Network that it introduces to the Company or that any result or objective can or will be achieved or attained; and
- neither VOCASO nor any of its staff will be liable to the Company for any loss, injury, damage, expense, or delay incurred or suffered by the Company arising directly or indirectly from or in any way connected with the introduction by VOCASO of a Community Member or their appointment.

6.2 In particular, but without limiting the generality of the foregoing, VOCASO will not be liable for any loss, injury, damage, expense, or delay arising from or in any way connected with:

- any failure of the Community Member to meet the Company's requirements for all or any of the purposes for which the Community Member is required by the Company.
- any act or omission of a Community Member, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise.

6.3 The extent of VOCASO'S liability (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

- Subject to clause 6.5, VOCASO's total liability shall not exceed the sum of £750.
- Subject to clause 6.5, VOCASO shall not be liable for consequential, indirect, or special losses.
- Subject to clause 6.5, VOCASO shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; and/or wasted expenditure.

6.4 Reference to loss in clause 6 means all losses including without limitation financial losses, damages, legal costs, and other expenses of any nature whatsoever.

6.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

- death or personal injury caused by negligence.

- fraud or fraudulent misrepresentation.
- any other losses which cannot be excluded or limited by Law.

7. Notices

7.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company or limited liability partnership) or its principal place of business (in any other case) or to any email address used to communicate between the Company and VOCASO.

7.2 Any notice shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt unless an out of office or undeliverable message is received.

8. Data Protection

8.1 The Company and VOCASO agree that:

- Both parties are data controllers in respect of the personal data of Community Members that may be exchanged between VOCASO and the Company. Personal data may include contact details, CVs, references, and other information provided directly by the Community Members or otherwise collated about them for the purposes of assessing their suitability for an Opportunity.
- Both parties will be responsible for complying with all applicable data protection laws relevant to our own processing of the personal data concerned.

8.2 Both parties will be responsible for complying with all applicable data protection laws relevant to our own processing of personal data.

8.3 Each party will ensure that they take appropriate technical and organisational measures to safeguard the security of the personal data in our possession and control.

- 8.4** Both parties will co-operate in relation to any exercise by a Community Member of their rights in relation to the personal data that may be held by either party, and both parties will ensure that their own processing activities are communicated to the relevant data subjects in accordance with applicable law.
- 8.5** Neither party will retain personal data of a Community Member for longer than is necessary for its purpose (unless otherwise required or permitted by law)
- 8.6** VOCASO's data protection policy on its website sets out how it processes the Company's data.

9. General

- 9.1** The Company may not assign, subcontract, or encumber any right or obligation under the Contract, in whole or in part.
- 9.2** The parties are independent persons and are not partners, principal and agent or employer and employee and the Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 9.3** If any provision of the Terms & Conditions (or part of any provision) is or becomes illegal, invalid, or unenforceable, the legality, validity and enforceability of any other provision shall not be affected.
- 9.4** If any provision of the Terms & Conditions (or part of any provision) is or becomes illegal, invalid, or unenforceable but would be legal, valid, and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid, and enforceable.
- 9.5** No failure, delay, or omission by VOCASO in exercising any right, power or remedy shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power, or remedy.
- 9.6** A waiver of any term, provision, condition, or breach by VOCASO shall only be effective if given in writing and signed by VOCASO, and then only in the instance and for the purpose for which it is given.

10 Whole Agreement, Variation and Jurisdiction

- 10.1.** This Agreement contains the whole agreement between the Company and VOCASO in respect of the introduction of Community Members for Opportunities and supersedes and replaces any

prior written or oral agreements, representations, or understandings between them relating to such subject. Any variation of these terms must be agreed in writing and signed by both the Company and a director of VOCASO.

- 10.2** The Parties confirm that they have not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 10.3** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 10.4** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.5** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.