

## Client Terms

### 1. Glossary

**“Approved Documents”** means all plans, specifications, drawings and other data that may be required in connection with the Services and, where applicable, any variations or amendments as may be required from time to time.

**“Authorised Users”** has the meaning given in clause 6.1.

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Client Data”** means the data inputted by the Client, Authorised Users for the purpose of using the Services or facilitating the Client’s use of the Services.

**“Commencement Date”** means the date on which you commence using our site.

**“Confidential information”** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in 12.6 and 12.7.

**“Data Protection Legislation”** means the Data Protection Act 2018.

**“Normal Business Hours”** means 8.00 am to 6.00 pm local UK time, each Business Day.

**“Project”** means a Client’s real estate project.

**“Requisite Consents”** means building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, as may be necessary from time to time.

**“Service Provider Terms”** means the terms and conditions relating to the Service Providers, as may be amended from time to time.

**“User Subscriptions”** means the user subscriptions requested to be added by the Client pursuant to clause 7.1 which entitle Authorised Users to access and use the Services in accordance with the Client Terms.

### 2. About us

Company details. PROPRLI LTD(company number 11381611) (“we” and “us”) is a private limited company registered in England and Wales whose registered office is at 85 Great Portland Street, First Floor, London, England, W1W 7LT.

### 3. Our contract with you

- The Services. Our site is a website platform which is designed and made available to you via the internet for the purposes of facilitating the provision of services relating to real estate (the "Services").
- Our contract. These client terms and conditions ("Client Terms") the Terms of Website Use and Privacy and Cookie Policy apply to your use of our website platform <http://www.terminal.proprli.com> ("our site") and the Services to be provided to you ("Contract").
- Scope of the Services. These Client Terms apply to you if you are a client wishing to use our site to engage with service providers such as, including but not limited to, builders, architects, consultants, development and planning advisers (the "Service Providers") for the purposes of using such Service Providers' skills as may be required by the End-clients (the "Service Provider Services").
- Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- The Contract is made only in the English language.
- Your copy. You should print a copy of these Client Terms or save them to your computer for future reference.
- Your contracts with the Service Providers. We will not be a party to any contract made between you and any Service Provider and therefore we shall not be liable for any loss or damage that results from any dealings between you and any Service Provider. For detailed information regarding our liability to you please see clause 16 of these Client Terms.

### 4. Our site

- Descriptions and illustrations. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- We reserve the right to temporarily discontinue or modify the Services or any part of our site where necessary in our sole discretion for the purposes of making modifications to the design, specifications, network connectivity or method of operation of our site. You acknowledge that our site is subject to limitations, delays and other technical issues which are inherent in the use of third-party networks or communications facilities including the internet.
- Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.

### 5. Other terms that apply to you

- Our Terms of Website Use; and

- Our Privacy and Cookie Policy. Please visit our Privacy and Cookie Policy to learn how we may use personal information.

## 6. Client user types

USER TYPE	ACCOUNT NAME	AUTHORISED USER RIGHTS
Client: person of contact	Super Admin	Super Admins: <ul style="list-style-type: none"><li>• have the same rights as Admins; and</li><li>• are responsible for assigning permissions to their team and their Property Managers.</li></ul>
Landlord/Asset Manager	Admin	Admins: <ul style="list-style-type: none"><li>• view asset, projects and tenders; and</li><li>• are able to make changes in assets, projects and tenders.</li></ul>
Property Manager	Property Manager	Property Managers: <ul style="list-style-type: none"><li>• Can view assets, project and tenders; and</li><li>• are able to add, amend and modify projects and tenders only.</li></ul>

- The list of Authorised Users is not exhaustive. We may add, amend and vary the Client User types set out in clause 6.1 above from time to time.
- Each Authorised User is permitted to use our site to the extent set out in the "Authorised User Rights" column in clause 1.
- You may access and use our site if you are one of the Authorised Users set out in clause 6.1 above, subject to these Client Terms.
- We reserve the right to verify each Authorised User's status at any time during the Subscription Period.

## 7. Additional User Subscriptions

- Subject to clause 2, you may, from time to time, add additional User Subscriptions and we shall grant access to the Services to such additional Authorised Users in accordance with these Client Terms.

- If you wish to add additional User Subscriptions, you shall notify us in writing. Where we agree to approve such a request, we will activate the additional User Subscriptions within 5 Business Days of such approval of your request.

## **8. Our obligations**

- We shall, during the Subscription Period use our commercially reasonable endeavours to make the Services available to you 24 hours a day, seven days a week, except for:
  - planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
  - unscheduled maintenance performed outside Normal Business Hours; we will use our reasonable endeavours to provide you at least 6 Normal Business Hours' notice.
- We undertake that the Services will be performed with reasonable skill and care.
- The undertaking in clause 2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, we will, at our own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 8.2. Notwithstanding the foregoing, we:
  - do not warrant to you that your use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by you through the Services will meet your requirements; and
  - are not responsible for any delays, delivery, or any other loss or damage resulting from the transfer of data over communications networks facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- The Contract shall not prevent you from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.
- We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under the Contract.

## **9. Your obligations**

- You undertake to promptly notify us of any and all arrangements with the Service Providers in respect of each Project and any arrangements affecting the total contract value of a Project.

- You shall:
  - provide us with:
- all Approved Documents;
- all necessary co-operation in relation to the Contract; and
- all necessary access to such information as may be required by us,

in order to provide the Services, included but not limited to Client Data, security access information and configuration services,

- whenever appropriate, shall apply for and use your best endeavours to obtain the Requisite Consents and shall promptly supply copies of any that are obtained;
- without affecting your other obligations set out in these Client Terms, comply with all applicable laws and regulations with respect to your activities under the Contract;
- carry all your other responsibilities as set out in the Contract in a timely and efficient manner;
- ensure that the Authorised Users use the Services in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
- obtain and shall maintain all necessary licences, consents, and permissions necessary to enable us, including our contractors and agents, to perform our obligations under the Contract, including without limitation the Services;
- ensure that your network and systems comply with the relevant specifications as may be provided to you from time to time; and
- be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.
- You shall and shall procure that the Approved Documents are prepared and uploaded on our site, and where necessary delivered to us in a timely manner.
- After submitting the Approved Documents for the provision of the Services, you may instruct the relevant Authorised Users to vary the Approved Documents and you shall procure that any such variation reflected in the Approved Documents is promptly submitted to us.

## **10. Charges and Payment**

- Our fees for the use of the Services are included in the total fees paid by you to any Service Provider and which are calculated having regards to the total contract value of a Project as set out below:
  - subject to clause 10.2 below, no fee shall be payable to us for your 1stProject;
  - an amount equal to 3.9% of the total contract value shall be payable for your 2ndProject;

- an amount equal to 3.5% of the total contract value shall be payable for your 3rdProject; and
  - an amount equal to 3% of the total contract value shall be payable for your 4thProject and all following Projects.
- In the event that the total contract value of your 1stProject exceeds €40,000 an amount equal to 3.9% of the total contract value in excess of €40,000 shall be payable.
- We reserve the right to increase our fees at any time on giving you reasonable notice.
- You acknowledge and agree that all sums due in respect of each Project (together with the fees due to us), shall be paid by you to each relevant Service Provider.
- In the event of the Service Provider failing to pay the fees due to us in accordance with the Service Provider Terms, we reserve the right to claim all such sums due to us from you.
- In the event of any claim pursuant to clause 10.4 above, you shall:
  - pay all sums within 14 days from the date of such request; and
  - in full and in clear funds to a bank account nominated by us in writing.

## **11. Proprietary rights**

- You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services. Except as expressly stated herein, we do not grant you the right to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- You confirm that you have all the rights in relation to the Services that are necessary to grant all the rights you purport to grant under, and in accordance with, the Contract.

## **12. Confidentiality**

- Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:
  - is or becomes publicly known other than through any act or omission of the receiving party;
  - was in the other party's lawful possession before the disclosure;
  - is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - is independently developed by the receiving party, which independent development can be shown by written evidence.
- Subject to clause 4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.

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- Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
- A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute our Confidential Information.
- No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- The above provisions of this clause 12 shall survive termination of the Contract, however arising.

## **13. Your data**

- At all times you shall own all right, title and interest in and to the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity and accuracy of all such Client Data.
- In the event of any loss or damage to Client Data, your sole and exclusive remedy against us shall be our reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data, in accordance with our archiving procedure and practices.
- We shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.
- We both will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve neither you nor us from complying with the Data Protection Legislation.
- We acknowledge and agree that If we process any personal data when performing our obligations under the Contract, you shall be the data controller and we shall be the data processor for the purposes of the Data Protection Legislation. Where "personal data" "data controller" and "data processor" shall have the same meanings as set out in the Data Protection Legislation); and
- Our Privacy and Cookie Policy sets out the scope, nature and purpose of processing; the duration of the processing; and types of personal data. To learn more about how we process personal data please read this policy carefully.

## **14. Third party providers**

You acknowledge that the Services may enable or assist you to access our site, and purchase services from third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Services.

## **15. Warranty and indemnity**

- You warrant that you have obtained and maintain in force all licences, permissions, authorisations, consents and permits from any and all relevant third parties required for the provision of the Services.
- You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services. We will give you a prompt notice of any such claim and will provide reasonable cooperation in the defence and settlement of such claim at your expense.
- In defence or settlement of any claim, we may procure the right for you to replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to you without any additional liability or obligation to pay you liquidated damages or other additional costs.
- Neither we nor our employees, agents or subcontractors shall be liable to you to the extent that the alleged infringement is based on:
  - a modification of the Services by anyone other than us; or
  - your use of the Services in a manner contrary to the instructions given by us to you; or
  - your use of the Services after notice of the alleged or actual infringement whether received from us from any appropriate authority.

The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **16. Limitation of liability**

- Except as expressly and specifically provided in the Contract:



- you assume the full responsibility for results obtained from the use of the Services and for conclusions drawn from such use. We shall have no responsibility for any damage caused by errors or omissions in any information or instructions provided by us to you in connection with the Services, or any actions taken by us at your direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
- the Services are provided to you on an “as is” basis.
- Nothing in these Client Terms excludes our liability for:
  - death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation; or
  - any other liability which cannot be limited or excluded by applicable law
- Subject to clauses 1 and 16.2 we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract.

## **17. Term and termination**

- The Contract shall, unless otherwise terminated as provided in this clause 17, commence on the Commencement Date and shall continue, unless:
  - either party notifies the other party of termination, in writing, on 60 days’ notice, in which case the Contract shall terminate upon the expiry of such time; or
  - otherwise terminated in accordance with the provisions of the Contract.
- Without affecting any other right or remedy, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - the other party repeatedly breaches any of the terms of the Contract 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 Contract;
  - the other party 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words “it is proved to the

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satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

- the other party 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 that other party with one or more other companies or the solvent reconstruction of that other party;
  - 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 of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - a creditor or encumbrancer of the other party 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 the other party's assets and such attachment or process is not discharged within 14 days;
  - any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 2.4 to clause 17.2.10 (inclusive);
  - the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - there is a change of control of the other party; or
  - any warranty given by the Supplier in clause 5 of these Client Terms is found to be untrue or misleading.
- On termination of the Contract for any reason:
    - all licences granted under this agreement shall immediately terminate and you shall immediately cease all use of the Services; and
    - any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## 18. Force majeure

We shall have no liability to you under the Contract if we are prevented from or delayed in performing our obligations under the Contract, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that you are notified of such an event and its expected duration.

## 19. Miscellaneous

- Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- Rights and remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

- Severance
  - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
  - If any provision or part-provision of the Contract is deemed deleted under clause 4.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- Entire Agreement
  - The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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- Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- Nothing in this clause shall limit or exclude any liability for fraud.

- Assignment

You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

- No partnership

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

- Notices

- Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as may be notified from time to time, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Contract.
- A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in

the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

- Governing law and jurisdiction
  - The Contract 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 England and Wales.
  - Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).