



Terms and Conditions

V2.0

Our address

Unit 3E-3F, 33-34 Westpoint,
Warple Way, Acton, W3 0RG

Give us a call

0333 939 8080

Send us a message

hello@jumpsec.com

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www.jumpsec.com

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1. Definitions and Interpretations

1.1 Unless inconsistent with the context, the words and expressions below will have the following meanings and similar expressions will have the same meanings:

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party;

"Agreement" this document including the Service Specific Schedule or appendices annexed to this document and the Proposal;

"Business Day" means any day other than a Saturday, Sunday, bank or public holiday in the country that the contracting JUMPSEC entity is situated in;

"Business Hours" mean the hours between 09:00 and 17:00 on Business Days;

"Confidential Information" in relation to either Party or its Affiliates, is information that:

- i. is by its nature confidential; and/or
- ii. is designated by that Party as confidential; and/or
- iii. the other Party knows or ought to know is confidential; and/or
- iv. including but not limited to deliverables, trade secrets, know-how, inventions, techniques, processes, software, documentation, procedures, contracts, customer information, financial information, ideas, strategies, designs, projections, business plans, strategic expansion plans, unpublished information relating to the Intellectual Property of either Party and all communications between the Parties.

"Customer Portal" means the relevant online portal to facilitate communication between the Parties including the secure transfer of files or documents;

"Data Controller" shall have the same meaning as outlined in the DPA;

"Data Protection Legislation" means as applicable (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 (Directive on privacy and electronic communications) (as amended), Commission decisions and guidance and all national implementing legislation; (ii) Gramm-Leach-Bliley Act provisions relating to Non-public Personal Information, (iii) the UK Data Protection Act, 2018 (iv) the South African Protection of Personal Information Act, 2013 (v) all other applicable laws and regulations relating to data protection and privacy in any jurisdiction in which the Personal Data is being processed;

"Data Subject" shall have the same meaning as outlined in the DPA;

"DPA" means the Data Processing Appendix attached to this Agreement;

"Intellectual Property" will be interpreted widely and will mean the patents; trade names, marks and secrets; designs; know-how; copyright; goodwill; and such other registered or unregistered patents, trademarks, trade names, rights of copyright, symbols, signs, insignia, emblems, logos, slogans, and items relating to JUMPSEC or the Services and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property;

"Personal Data" shall have the same meaning as outlined in the DPA;

"Proposal" shall have the same meaning as "Statement of Work";

"Services" will mean any of the Services and/or Deliverables provided by JUMPSEC under this Agreement;

"Service Date" means the agreed date specified in the Proposal as the date on which the Services will commence;

"Service Fees" means the amount payable to JUMPSEC by the Client as consideration for the Services, as outlined in the Proposal;

"Service Specific Schedule" means the unique terms that are specific to a Service within a schedule to this agreement;

"Statement of Work" means the formal documents agreed in writing by the Parties containing the offer and scope of Services and the Service Fees;

1.2 Interpretations

1.2.1 Any reference in this Agreement to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.2.2 A reference to a Party includes that Party's successors-in-title, Affiliates and permitted assigns;

1.2.3 Any one gender includes the other genders; the singular includes the plural and vice versa;

1.2.4 The Proposal will take precedence in the event of any conflict between the Proposal and this agreement.

2. Duration and Application

2.1 This Agreement will apply to the Services and will be effective from the date that both Parties sign the Proposal, Statement of Work or G-Cloud order and will continue in full force and effect until terminated in accordance with Clause 11.1.

- 2.2 Any specific terms applicable to the Services not covered herein, will be integrated as a Service Specific Schedule.

3. General JUMPSEC Obligations

- 3.1 In addition to the specific obligations of JUMPSEC set out in the Proposal and in this Agreement, JUMPSEC will:
- 3.1.1 ensure the necessary security clearance is performed for each employee who is involved with the Services;
 - 3.1.2 use reasonable endeavours to meet any performance dates specified in the Proposal;
 - 3.1.3 deliver the Services to the Client with reasonable care, quality and skill in a manner consistent with the provisions of this Agreement;
 - 3.1.4 ensure that its employees devote such time, attention and skill in performing the Services as may be reasonably required for the proper discharge of its duties under this Agreement;
 - 3.1.5 have and maintain appropriate insurance in effect for the duration of this Agreement to cover any reasonable and foreseeable claims that may arise while rendering the Services;
 - 3.1.6 provide the Services in accordance with good practices and in conformance with codes and standards established for such Services, but gives no warranties in respect of the Services, except for any warranties which may be specifically agreed in writing between JUMPSEC and the Client;
 - 3.1.7 provide the Client with access to all relevant information, co-operation and assistance relating to the Services as the Client may reasonably require.

4. General Client Obligations

- 4.1 In addition to the specific obligations of the Client set out in the Proposal and in this agreement, the Client will:
- 4.1.1 provide to JUMPSEC, or procure for JUMPSEC, such cooperation, support and advice, information and documentation as are reasonably necessary to enable JUMPSEC to provide the Services;
 - 4.1.2 ensure that all governmental, legal or regulatory licenses and permits as reasonably required from the Client are obtained prior to the commencement of the Services;
 - 4.1.3 ensure that any affected employees or other Data Subjects of the Client have given their consent for Personal Data to be processed as relevant and required before the commencement of the Services;

- 4.1.4 inform JUMPSEC, as soon as reasonably practical, when any Client employees with access to any Customer Portal, leave the employment of the Client;
- 4.1.5 afford JUMPSEC and its personnel with access to the Client's premises and other facilities as reasonably required to deliver the Services;
- 4.1.6 be responsible to restore any aspects of the Client's hardware, firmware and software that required a change before the Services could commence to the state that it was before or to an improved state, where applicable.

5. Anti-Bribery and Corruption

- 5.1 The Parties undertake to:
 - 5.1.1 fully comply with all applicable anti-bribery and corruption laws and relevant policies;
 - 5.1.2 not do or omit to do, any act that will cause a breach of applicable anti-bribery and corruption laws.

6. Non-solicitation

- 6.1 The Parties warrant and undertake that they will not, without the written consent of the other Party, at any time during the term of this Agreement or for a period of 12 (twelve) months after termination of this Agreement, directly or indirectly offer employment to, or solicit the employment of (or advise, suggest or recommend that any other person or entity employ, offer employment to or solicit the employment of) any of the other Party's employees.

7. Confidentiality

- 7.1 Confidential Information disclosed by one Party to the other, will only be disclosed and/or used as is strictly necessary for the purpose for which it was disclosed and in accordance with the provisions of this Agreement.
- 7.2 Each Party warrants and undertakes that it will not at any time disclose to any person or entity any Confidential Information of the other Party except as permitted by clause 7.1.
- 7.3 The confidentiality obligations will not apply to Confidential Information which was:
 - 7.3.1 at the time of disclosure generally available to the public other than because of a breach of this Agreement;
 - 7.3.2 at the time of such disclosure was already within the possession of the receiving Party;
 - 7.3.3 subsequently provided to the receiving Party by a person who has not directly or indirectly obtained the Confidential Information from the disclosing Party and/or through a breach of this Agreement;

- 7.3.4 received from a third party who lawfully acquired the Confidential Information;
 - 7.3.5 generally disclosed by the disclosing Party to others on an unrestricted basis;
 - 7.3.6 reproduced or disclosed under due legal process.
- 7.4 The receiving Party undertakes to the disclosing Party:
- 7.4.1 to ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information are aware and strictly comply with the provisions of this Agreement;
 - 7.4.2 to take reasonable steps to safeguard the Confidential Information and comply with any reasonable requirements specified by the disclosing Party from time to time;
 - 7.4.3 to implement rigorous security practices against any unauthorized copying, use, disclosure, access, damage, dissemination or destruction of the Confidential Information or part thereof, whether directly or indirectly by any other person, or to assist any other person in doing so, without the prior written consent of the disclosing Party, first being obtained;
 - 7.4.4 to immediately notify the disclosing Party if the receiving Party suspects or becomes aware of any unauthorized access, copying, use or disclosure of the Confidential Information in any form or if the receiving Party is required by law to disclose any of the Confidential Information;
 - 7.4.5 to, in the event of an unauthorized disclosure or use of the Confidential Information through a disclosure made to a receiving Party, use all reasonable efforts to assist the disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 7.5 The Parties acknowledge that they are entitled to equitable relief (in addition to any other rights available under this Agreement or at law) if any Party breaches any of its obligations under this clause 7.

8. Invoicing and Payment

- 8.1 In consideration of the provision of Services by JUMPSEC, the Client will pay the Service Fees as outlined in the Proposal.
- 8.2 The Client will pay all invoices within fourteen (14) days following receipt of a correct, valid and original invoice together with the required supporting documentation.
- 8.3 Service Fees are exclusive of value added tax ("VAT") as relevant, which will be payable, in addition to such amounts, at the rate applicable on the date of invoicing.
- 8.4 All amounts due under the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding.

- 8.5 Service Fees exclude any surcharges, levies, sales, use, excise, withholding or similar taxes whatsoever unless otherwise agreed in the Proposal.
- 8.6 Should withholding taxes be applicable, whereby the Client is legally compelled to withhold such taxes, then the Parties will agree on the invoicing and payment thereof, so that JUMPSEC may receive the total net amount payable for the Services.
- 8.7 The Client will pay the Service Fee into JUMPSEC's bank account as it appears on the relevant invoice and JUMPSEC will formally communicate any change in bank detail to the Client.
- 8.8 Where the Service Fees are calculated on a time and materials basis:
 - 8.8.1 JUMPSEC's standard day rates for each individual person are calculated based on an eight-hour day, worked during Business Hours;
 - 8.8.2 JUMPSEC will be entitled to charge an overtime rate of 150% of the standard day rates for any time worked outside Business Hours on a Business Day; and
 - 8.8.3 JUMPSEC will be entitled to charge an overtime rate of 200% of the standard day rate for any time worked on a day that is not a Business Day.
- 8.9 Without affecting any other right or remedy available to it, JUMPSEC may suspend the Services and reserves the right to charge interest on the outstanding balance of all amounts due and payable but unpaid by the Client at the rate of 4% above the base rate from time to time of the Bank of England.

9. Postponements and Cancellations

- 9.1 The Client may postpone any Service Date, if such postponement is agreed to in writing and done in accordance with the relevant Service Specific Schedule.
- 9.2 JUMPSEC reserves the right to charge for any late postponements or cancellations by the Client. If applicable, the terms will be covered in the relevant Service Specific Schedule and/or Proposal.

10. Travel Policy

- 10.1 The Client will be responsible for all local and international travel and subsistence expenses incurred by JUMPSEC employees when delivering the Services.
- 10.2 All travel requirements will be confirmed by JUMPSEC at the commencement of the Services for approval by the Client.
- 10.3 The Client requirements in respect of location and/or standard rates will be considered by JUMPSEC, but JUMPSEC will retain the right to make travel arrangements at its own discretion.
- 10.4 Where accommodation cost is higher due to security requirements (i.e. security escorts, security complex etc.), the Client will be informed of any such additional cost prior to the commencement of the Services.

11. Data Protection

11.1 The Parties will comply with all applicable requirements of any relevant Data Protection Legislation.

11.2 If relevant to the Service, the Parties will enter into a data processing agreement, which shall contain details of any data processing activities.

11.3 Without prejudice to the generality of section 11.1, the Parties will, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

11.3.1 process that Personal Data only on the written instructions of the Data Controller unless otherwise required by applicable laws;

11.3.2 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, damage or destruction thereof and that such measures are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected;

11.3.3 have 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;

11.3.4 further ensure that availability of and access to Personal Data can be restored in a timely manner after an incident by regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

11.3.5 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

11.3.6 not transfer any Personal Data outside of the European Economic Area or other applicable area unless the following conditions are fulfilled:

11.3.6.1 the Data Subject has enforceable rights and effective legal remedies;

11.3.6.2 the Parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

11.3.6.3 the Parties comply with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

11.3.7 assist the Data Controller in responding to a reasonable request from a Data Subject without undue delay;

11.3.8 notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

- 11.3.9 at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the Services or this Agreement, unless required by applicable law to store the Personal Data; and
- 11.3.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

12. Breach and Termination

- 12.1 Should a Party (“the Defaulting Party”) commit a breach of any of the provisions of this Agreement, then the other Party (“the Aggrieved Party”) will be entitled to require the Defaulting Party to remedy the breach within 10 (ten) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so.
- 12.2 If the Defaulting Party fails to remedy the breach within the period specified in such notice, the Aggrieved Party will be entitled to claim immediate performance by the Defaulting Party of all the Defaulting Party’s obligations whether the due date for such performance will have arrived, in either event, without prejudice to the Aggrieved Party’s right to claim damages.
- 12.3 The provisions of clause 12.2 are without prejudice to such other rights as the Aggrieved Party may have at law.
- 12.4 Either Party may (without limiting any other remedy that they may have) at any time immediately terminate this Agreement by giving written notice to that effect to the other Party if:
 - 12.4.1 the other Party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, or any comparable process is entered in the jurisdiction in which a Party resides;
 - 12.4.2 the other Party commits a material breach of the terms of this Agreement.
- 12.5 The right to terminate this Agreement in terms of this section will not prejudice any other right or remedy of either Party in respect of any prior breach of this Agreement.
- 12.6 Any other or specific provisions regarding the termination of the Services may be addressed in the Proposal and/or Service Specific Schedule.

13. Consequences of Termination

- 13.1 All invoices issued by JUMPSEC will become due and payable immediately following the termination of this Agreement for whatever reason.
- 13.2 The Confidentiality (clause 7), Data Protection (clause 11), Intellectual Property (clause 16) and Alternative Dispute Resolution (clause 17) provisions and obligations herein will survive the termination of this Agreement.

- 13.3 Any termination of this Agreement will be without prejudice to any claim which a Party may have in respect of any prior breach of the terms of this Agreement by the other Party.
- 13.4 This Agreement will continue to apply in full until all such fixed terms have elapsed.

14. Limitation of Liability

- 14.1 Nothing in this Agreement limits any liability which cannot be legally limited, including liability for:
- 14.1.1 death or personal injury caused by negligence;
 - 14.1.2 fraud or fraudulent misrepresentation; and
 - 14.1.3 if relevant, breach of the terms implied by clause 2 of the UK Supply of Goods and Services Act 1982.
- 14.2 For all events and circumstances, JUMPSEC and its Affiliates' total liability arising out of or relating to this Agreement, including without limitation, because of performance or non-performance of obligations, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), law or otherwise will be limited to direct damages and will not exceed 150% of the Service Fees paid for the Services.
- 14.3 Notwithstanding anything to the contrary contained in this Agreement, in no event will either Party be liable to the other for any claim based upon a third party claim; any incidental, consequential, special, indirect, exemplary or punitive damages, whether arising in contract, tort, or otherwise; or for any damages arising out of, or relating to this Agreement falling within the following categories: loss of data; loss of profits; loss of savings; loss or interruption of service; loss of business or anticipatory profits; loss of use or downtime; loss of or corruption to data or other information or loss or damage to software.
- 14.4 This clause is severable from the rest of the Agreement and will remain in effect even if the Agreement is terminated.

15. Force Majeure

- 15.1 Neither Party will be deemed in default of this Agreement, nor will it hold the other Party responsible for interruption or delay in the performance of its obligations (excluding payment obligations) for circumstances which rise that were not foreseeable or avoidable with reasonable care ("Force Majeure Event") provided that the Party relying on this clause 15 gives prompt written notice of the cause, nature and extent of the Force Majeure Event and takes all steps reasonably necessary to limit the effects thereof.
- 15.2 If the circumstances change after the affected Party has notified the other Party in accordance with clause 15.1, the affected Party will, forthwith, in good faith and by the most expeditious means, inform the other Party of such changes and keep the other Party updated on such changes.

- 15.3 Any Services affected by a Force Majeure Event will be rescheduled at the termination of the Force Majeure Event to the first available timeslot in the JUMPSEC delivery schedule.
- 15.4 If a Force Majeure Event extends for a period exceeding 30 (thirty) days in total, either Party may elect to terminate this Agreement upon written notice.

16. Intellectual Property

- 16.1 All Intellectual Property that belong to or is licensed to a Party will remain vested in that Party.
- 16.2 The Parties record and the Client acknowledges that all right, title and interest in and to all Intellectual Property, including without limitation, copyright, of any materials used by JUMPSEC relating to the Services is and will remain the property of JUMPSEC, both during the term of this Agreement and after termination of this Agreement.
- 16.3 The property and any copyright or other Intellectual Property rights in any material produced by JUMPSEC will belong to JUMPSEC, but the Client will be entitled to use it for the purposes of utilizing the Services by way of a non-exclusive license, subject to payment in full of all Service Fees payable under this Agreement.
- 16.4 The Client will not sub-license, assign or otherwise transfer the rights granted in clause 16.3 unless agreed in writing by JUMPSEC.
- 16.5 JUMPSEC warrants that any material produced by JUMPSEC for use by the Client for the purposes of utilizing the Services will not infringe on the Intellectual Property rights or other rights of any third party.
- 16.6 The Client warrants that the material and access provided to JUMPSEC for purposes of providing the Services will not infringe on any Intellectual Property rights or other rights of any third parties.

17. Alternative Dispute Resolution

- 17.1 In the event of a dispute between the Parties of any kind or nature relating to this Agreement, upon the written request of either Party, each Party will appoint a senior representative whose task it will be to meet to resolve such dispute. Such representatives will discuss and negotiate the matter in dispute in good faith, as to resolve the dispute on mutually agreeable terms.
- 17.2 In the event of failing to reach amicable settlement, the CREST Complaints and Resolutions Measures, as detailed in the CREST Code of Conduct, shall be applied. Should the dispute remain unresolved following the CREST Complaints and Resolutions Measures the dispute will be submitted to and decided through mediation, failing by means of arbitration through CEDR or any other mutually agreed upon institution.
- 17.3 For purposes making an arbitration award an order of court, each Party hereby submits itself to the jurisdiction of any court having jurisdiction over the party against whom the award is made.

- 17.4 Both Parties will continue to comply with all the provisions of this Agreement with all due diligence during the determination of such dispute, should the dispute arise during this Agreement.
- 17.5 This clause 17 is severable from the rest of this Agreement and will remain in effect, even if this Agreement is terminated for any reason.

18. Notices

- 18.1 Any notice given to a Party under or in connection with this Agreement will be in English, in writing and delivered (i) personally or (ii) by a recognized courier service to a Party's chosen address or (iii) sent by email by an authorized official or (iv) with prepaid (return receipt requested) first-class or registered post.
- 18.2 Any notice to a Party will be deemed received:
- 18.2.1 on the date of delivery if contained in a correctly addressed envelope and delivered and signed for by a responsible person during ordinary business hours at its chosen address; or
 - 18.2.2 on the first Business Day following its deposit with the courier service for next Business day delivery; or
 - 18.2.3 when the sender of the email has received an automated message confirming email delivery; or
 - 18.2.4 on the day the receiving Party signature is obtained when sent by prepaid first-class or registered post.

19. General

- 19.1 Entire Agreement - This Agreement contains the entire agreement between the Parties in relation to the subject matter.
- 19.2 Variation - No amendment or variation to this Agreement will be of any force or effect unless it is in writing and signed by the duly authorized representatives of both Parties.
- 19.3 No waiver - The failure of either Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.
- 19.4 Cession, assignment and other dealings - Neither Party to this Agreement may cede, assign, transfer, mortgage, charge, declare a trust over, subcontract or delegate all or any portion of its rights, obligations nor liabilities under this Agreement without the prior consent of the other Party, which consent may not unreasonably be withheld, provided that either Party will be entitled to assign, cede or delegate any of its rights or obligations to an Affiliate.
- 19.5 Severability - If any clause, section or provision of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and

provisions of this Agreement will be deemed to be severable from such clause or section and will continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

- 19.6 Costs - Each Party will bear its own costs and expenses relating to the negotiation, preparation and execution of this Agreement.
- 19.7 Relationship - JUMPSEC will serve as an independent contractor or service provider, and under no circumstances will it be, or be deemed to be, a partner, joint venture or employee of the Client in the performance of its duties and responsibilities pursuant to this Agreement. All employees engaged by JUMPSEC will be JUMPSEC's employees and the entire management, direction, and control of all such employees will be exclusively vested with JUMPSEC.
- 19.8 Good faith - The Parties undertake to act in the utmost good faith in their relationship with each other and they undertake not to do anything nor refrain from doing anything which might prejudice or detract from the rights or interests of the other Party.
- 19.9 Export control – in the event of any subsequent re-export, the Client must comply with any applicable export control laws.
- 19.10 Counterpart - This Agreement may be signed in counterparts and the copies signed in counterpart will form this Agreement. This will include scanned copies of this document.

20. Governing Law and Jurisdiction

- 20.1 All the provisions of this Agreement will be governed by and interpreted in accordance with the laws of England and Wales.
- 20.2 The Parties agree to the non-exclusive jurisdiction of the courts of England and Wales.

Unit 3E-3F, 33-34 Westpoint,
Warple Way, Acton, W3 0RG

[0333 939 8080](tel:03339398080)

hello@jumpsec.com

www.jumpsec.com