

HANDS HQ TRIAL SERVICES AGREEMENT

IMPORTANT NOTICE: BY AGREEING TO USE OUR SERVICES AND SIGNING UP TO A TRIAL YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT YOU MUST DISCONTINUE YOUR USE OF OUR SERVICES.

This agreement (this "Agreement") is a legal agreement between You (the "Company" or "You") and HANDS HQ Limited, a company incorporated and registered in England and Wales with company number 08356164 whose registered office is at 2 Printer's Yard, 90A The Broadway, London, SW19 1RD ("HANDS HQ").

THE PERSON SIGNING THIS AGREEMENT CONFIRMS THAT HE/SHE IS AUTHORISED TO ENTER INTO THIS AGREEMENT ON THE COMPANY'S BEHALF AND TO BIND THE COMPANY AND ITS EMPLOYEES, AGENTS AND CONTRACTORS, OR ANY OTHER END USER TO THESE TERMS AND CONDITIONS.

You have agreed to evaluate our Services (as defined below) for a Trial Period (as defined below) subject to the terms and conditions of this Agreement.

ATTENTION: THE USE OF THE SERVICES DURING THE TRIAL PERIOD IS SOLELY AT YOUR OWN RISK.

1. Definitions

"Applicable Laws" means the law of the European Union (for so long as and to the extent that they apply to the Data Processor), the law of any member state of the European Union and/or the UK Data Protection Legislation and any other law that applies in the UK.

"Confidential Information" means any information relating to the Services and includes all documentation, reports and data generated as a result of the Services;

"controller", "processor", "data subject", "personal data", "personal data breach", "processing" and **"appropriate technical and organisational measures"**: as defined in the Data Protection Legislation.

"Data" means all data used in connection with, or generated as a result of, the Services;

"Data Protection Legislation": the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

"Objective" means the evaluation of the Services by You for use internally within your business;

"Services" means the services provided by HANDS HQ to You under this Agreement via www.handshhq.com or any other website notified to You by HANDS HQ from time to time; for the avoidance of doubt, any additional services requested during the Trial Period will be considered out-of-scope and subject to an additional fee;

"Software" means the software access to which is provided as part of the Services;

"Trial Period" means the period during which You will be permitted to use the Services, and which shall begin on the date that You accept these terms and shall end one month later unless otherwise agreed in writing, or until terminated in accordance with Clause 8;

"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.

2. Right to Use the Services

- 2.1. In consideration for your agreeing to the terms and conditions in this Agreement, and the obligations contained herein, HANDS HQ grants to You a non-transferable, non-exclusive, revocable right to use our Services during the Trial Period for the Objective, subject to the terms and conditions of this Agreement.
- 2.2. You: (a) shall use our Services for evaluation purposes only; (b) shall not make any copies of our Software or any media or content without our prior written consent; (c) acknowledge that You have a right to use our Services only in accordance with the terms and conditions of this Agreement and not further or otherwise or for any commercial purpose; (d) shall not at any time do or permit any act which may affect HANDS HQ's rights, title or interest in our Software or materials; (e) shall not allow any unauthorised use of the Services, or Software provided in connection with the Services, by any of your employees or any third party.
- 2.3. You acknowledge that any other services provided to You by HANDS HQ that do not fall within the scope of the Services may (at HANDS HQ's sole discretion) be subject to additional fees and the provision of such services and terms of such provision will be subject to prior written agreement between the parties.
- 2.4. Nothing under this Agreement shall oblige HANDS HQ to provide any services other than the Services during the Trial Period.

3. Disclaimer of Warranties and Liability

- 3.1. You expressly acknowledge that our Services are made available to You solely for the purposes of trial and evaluation, and warrant that You shall be solely responsible for any conclusions made or actions taken by You or any third party based (wholly or in part) on the results obtained from the use of the Services.
- 3.2. Our software is provided "as is". HANDS HQ makes no representation or warranty in respect to our Services and You acknowledge that your use of our Services is entirely at your own risk. In entering into this Agreement You undertake and confirm that You have the appropriate skills and experience to test and evaluate the functionality of our Services.
- 3.3. You acknowledge and agree that this Agreement does not constitute any representation or undertaking by HANDS HQ whatsoever that functions and/or performance or other attributes of the Services will be available following the Trial Period.
- 3.4. HANDS HQ's total aggregate liability to You under this Agreement for any direct, indirect, consequential or incidental loss, claims or damage of any kind arising out of or relating to this Agreement or otherwise in respect to the provision of, or your receipt of, our Services shall not exceed £200. Nothing in this Agreement shall exclude HANDS HQ's liability for: fraud; or, death or personal injury arising out of HANDS HQ's negligence. You hereby confirm that You have in force an insurance policy sufficient to provide cover as required by law or in respect of any foreseeable liability which may arise in connection with this Agreement.
- 3.5. HANDS HQ hereby further disclaims all warranties with respect to the Services however expressed or implied including without limitation any warranty in regard to performance or quality of the Services to the extent permissible under applicable law.

4. Trial Period

- 4.1. This Agreement shall terminate if at any time You enter into a full agreement with HANDS HQ in respect of the Services. At the end of the Trial Period, if You have not signed up to a full agreement with HANDS HQ for the Services, your right to receive the Services shall terminate and You shall return to HANDS HQ all material, reports and other data created by You and any other information or content provided to You by HANDS HQ relating to the Services, and HANDS HQ may delete any such reports, Data, other data, information (confidential or otherwise) or content created as a result of the Services and You acknowledge that You have no right to the same. You acknowledge that this Agreement shall not confer on You any intellectual property or other rights in relation to the Services or any other information or documentation relating to the Services.

5. Responsibility for Data

Other than as set out in clause 7, HANDS HQ shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party. It is your responsibility to ensure that appropriate measures are undertaken to store and secure all Data. HANDS HQ does not provide data storage or back-up facilities.

6. Confidentiality

- 6.1. You undertake that, except as provided by clause 6.2 or as authorised in writing by HANDS HQ, You shall, at all times during the Trial Period and after its conclusion: (a) keep confidential all Confidential Information; (b) not disclose any Confidential Information to any other party; (c) not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement; (d) not make any copies of, record in any way or part with possession of any Confidential Information; (e) not disclose to any third party or make any third party aware of your participation in any evaluation or the existence of this Agreement without our prior written consent; and (f) not disclose, share or state any opinion or comment about the Services or your evaluation of them without HANDS HQ's prior written consent.
- 6.2. You may: (i) disclose Confidential Information to: (a) any governmental or other authority or regulatory body; or (b) any of your employees or officers or any of the aforementioned persons; to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to You first informing the person in question that the Confidential Information is confidential; and (ii) use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of you, provided that in doing so You do not disclose any part of that Confidential Information which is not public knowledge.
- 6.3. The provisions of this clause 6 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

7. Data protection

- 7.1. For the purposes of this clause, You will be referred to as the "**Data Controller**", and HANDS HQ will be referred to as the "**Data Processor**".
- 7.2. The scope, nature and purpose of processing by HANDS HQ, the duration of the processing and the types of personal data and categories of data subject are set out in HANDS HQ's privacy policy available here: <https://www.handshq.com/privacy>.
- 7.3. The Data Processor shall, in relation to any personal data processed in connection with the performance by the Data Processor of its obligations under this Agreement:
 - 7.3.1. process that personal data only on the documented written instructions of the Data Controller unless the Data Processor is required by Applicable Laws to otherwise process that personal data. Where the Data Processor is relying on Applicable Laws as the basis for processing personal data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;
 - 7.3.2. 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 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 of the data; and the nature of the data to be protected, in all cases 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);
 - 7.3.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

- 7.3.4. not transfer any personal data outside of the European Economic Area and the United Kingdom unless either: the Commission has decided, in accordance with Article 45 of the General Data Protection Regulation ((EU) 2016/679), that the third country, a territory or one or more specified sectors within that third country, or the international organisation to which personal data is to be transferred, ensures an adequate level of protection; or, the following conditions are fulfilled: (a) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer; and (b) the data subject has enforceable rights and effective legal remedies; where, in all cases, the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the personal data;
- 7.3.5. assist the Data Controller, at the Data Controller'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;
- 7.3.6. notify the Data Controller without undue delay, and where practicable, within 48 hours, on becoming aware of a personal data breach;
- 7.3.7. at the written direction of the Data Controller, delete or return personal data and copies thereof to the Data Controller on termination of the Agreement unless required by Applicable Law to store the personal data; and
- 7.3.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for audits by the Data Controller or the Data Controller's designated auditor, only so far as is necessary in order to demonstrate compliance, provided that the Data Controller: provides the Data Processor with no less than 30 days' notice of such audit or inspection; and the parties agree the scope, duration, and purpose of such audit or inspection. If the Data Controller becomes privy to any confidential information of the Data Processor as a result of this clause 7.3.8, the Data Controller shall hold such confidential information in confidence and, unless required by law, not make the confidential information available to any third party, or use it for any other purpose. The Data Controller acknowledges that the Data Processor shall only be required to use reasonable endeavours to assist the Data Controller in procuring access to any third party assets, records or information as part of any audit.
- 7.4. Data Controller consents to the Data Processor appointing third-party processors of personal data under this Agreement. The Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7 and that it will notify the Data Controller of any change in the identity of those third-party processors after the date of this agreement. As between the Data Controller and the Data Processor, the Data Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.4.

8. Termination

- 8.1.1. Either party shall be entitled to terminate this Agreement prior to the end of the Trial Period in the event that the other party: (a) has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the party in breach has failed to remedy the breach within 14 calendar days after a written notice to do so; or (b) goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 8.1.2. Any and all obligations of the parties, which either expressly or by their nature, continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this Clause 8.
- 8.1.3. HANDS HQ may suspend the Services or terminate this Agreement without liability if HANDS HQ reasonably believe that the Services are being used in breach of this Agreement, or if there is an attack on, or the Services are manipulated by, a third party without HANDS HQ's consent.

9. Notices

All notices under this Agreement shall be in writing. Notices shall be deemed to have been duly given: (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or (b) when sent, if transmitted by e-mail during normal business hours of the recipient; or (c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or (d) on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

10. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between HANDS HQ and You.

11. Assignment

You may not assign, transfer, sub-contract, deal or in any other manner make over to any third party the benefit and/or burden of this Agreement.

12. Severance

We agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

13. Entire Agreement

This Agreement embodies and sets forth the entire agreement and understanding between the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently. Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of us.

14. Law and Jurisdiction

14.1.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

14.1.2. Any dispute, controversy, proceedings or claim between us relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.