



Terms of Business

Our terms and conditions of
business for customer projects



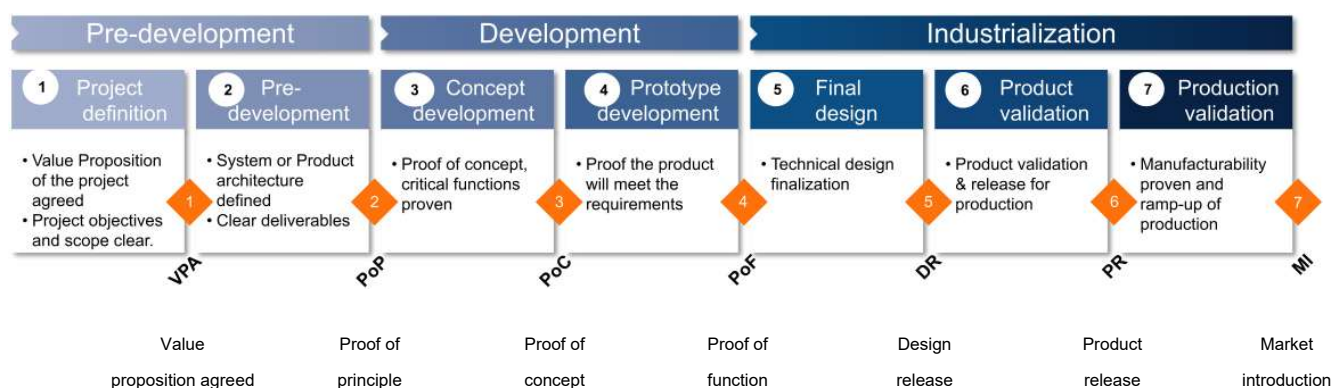
Terms of Business

1. Agreement, offers and confirmation

- 1.1 These Terms of Business apply to all agreements and commissioned work ("**commissions**") between the client and People Creating Value B.V., trading as PCV Group (the "**contractor**"). The client's standard conditions of purchase are excluded.
- 1.2 All offers are non-binding until accepted and are valid for two months. Prices quoted may be subject to change owing to unforeseen changes in the work. Prices are exclusive of VAT and other government levies. The rates and fees quoted will not automatically apply to future commissions.
- 1.3 Offers must be confirmed by the client in writing. If the client fails to do so but consents to the contractor commencing the commissioned work, the terms of the offer will be treated as agreed. Any subsequent oral agreements and stipulations will not be binding unless confirmed in writing by the contractor.

2. Performance of the agreement

- 2.1 The contractor shall undertake the commission with skill and care and in accordance with agreed specifications. To the extent necessary the contractor shall keep the client informed of the progress of the work.
- 2.2 The client shall do all things that are reasonably necessary to enable the contractor to deliver punctually and properly, including supplying complete, sound and clear requirements, data and materials in a timely manner.
- 2.3 Timelines quoted by the contractor for completion of the commissioned work are approximations only, unless otherwise expressly specified in an offer.
- 2.4 Where a commissioned work is of a developmental nature (meaning that the required technical solution is not readily available and needs to be created or invented), trade-offs may be required for technical, commercial, cost or legal reasons and accordingly achieving full compliance with specifications cannot be guaranteed by the contractor.
- 2.5 The parties will follow the relevant parts of the product development process described in the below diagram (or an equivalent process agreed with the client) (the "**PDP**"). If the agreed PDP contains phases or terminology that differ from PCV's PDP described in the below diagram, then article 2.6 will be read in light of the nearest equivalent phases and terminology in the agreed PDP.



- 2.6 Where specifications are not expressly agreed at the start of the commission as being final specifications for the relevant product, component or system, the specifications will undergo the following process of iteration:
 - a) at project initiation and in the project definition phase, the specifications will be treated as development targets, subject to trade-offs in terms of performance, features and cost as indicated by the contractor;
 - b) during the pre-development phase, the parties will refine the specifications based on the architecture chosen;

- c) by the end of the pre-development phase, target requirements will be developed and agreed based on tests, evaluation, and analysis during the pre-development phase. These target requirements will define standard (nominal) performance and serve as confirmation that the commissioned work is capable of achieving the nominal performance targets;
 - d) during the development phase, the commissioned work will be developed to satisfy the target requirements, and non-standard (non-nominal) performance and precise tolerances will be investigated. Validation testing and investigation of tolerances of components will also enable non-nominal performance conditions to be identified and optimized, and the specification to be adjusted accordingly; and
 - e) by the end of the development phase, the commissioned work will be finalised (which will include proof of function and robustness testing and a frozen product specification including non-nominal performance requirements) and handed over to the client.
- 2.7 Following the development phase, if agreed, contractor may jointly define with the client the detailed sub-assembly and part specifications, and perform simulations and other activities to support tool acquisition and pre-production. The accuracy and completeness of sub-assembly and part specifications and any other pre-production and production activity is the final responsibility of the client. Any simulations carried out by contractor are approximations of real-life conditions and contractor does not guarantee their accuracy or completeness.
- 2.8 Unless otherwise agreed in writing, testing, applying for permits and assessing compliance with safety and technical laws and standards are outside of contractor's scope of responsibility.
- 2.9 Prior to production, reproduction or publication, each party must give the other the opportunity to check and approve the final draft, prototype or galley proofs of the commissioned work. Any client request to the contractor to place orders with or give instructions to manufacturing companies or other third parties, must be confirmed in writing.
- 2.10 Following completion of the development phase (and in any event prior to any pre-production support phase), contractor will hand over the commissioned work for client's final acceptance (in accordance with an agreed acceptance testing process, if any).
- 2.11 Any complaints to the contractor in relation to the commissioned work and its conformance with specifications must be filed in writing at the earliest possible time but not later than ten business days after handover, failing which the client will be deemed to have accepted the commissioned work in its entirety and client's rights to claim further performance or damages will lapse. In relation to any latent defects which could not have been reasonably identified during the acceptance process or handover, the client must notify the contractor within 90 days of discovering them, and raise any claim within 6 months of the date of such notice, failing which all rights to claim damages will lapse. The preceding is without prejudice to the long stop date for claims under article 12.5.
- 2.12 The contractor may provide one or more Demonstrators to the client, usually during the pre-development phase. A **"Demonstrator"** is an early-stage prototype for the purposes of demonstrating the workings of a given technical concept. The following additional provisions apply to Demonstrators:
- a) the Demonstrator will be owned by the client (except for any Background IP and Non-selected Concepts subsisting in the Demonstrator, in accordance with article 4 below);
 - b) the client acknowledges that the Demonstrator is provided "as is", is not a final product and may contain flaws and errors, for which the contractor will not be liable. The contractor excludes any warranties or representations (express or implied) that the Demonstrator is free of errors, is fit for purpose or is suitable for the client's needs;
 - c) the contractor is not obliged to provide any fixes, rework, maintenance or support in respect of the Demonstrator except as expressly agreed;
 - d) the client will be responsible for handling, installing, operating and testing the Demonstrator, including managing any safety requirements, at its own cost. The contractor will have no liability to the client or its personnel in relation to any safety incidents involving the Demonstrator; and
 - e) the contractor shall provide appropriate hand-over documentation (known as **"collector's documents"**) containing technical specifications and guidance for using the Demonstrator. The intellectual property in the collector's documents is the contractor's Background IP (as defined in Article 4). Collector's documents may be limited or non-existent if the Demonstrator does not contain moving parts or has limited functionality.

3. Engagement of third parties

- 3.1 Instructions to third parties in the context of executing a commission must be given by the client. At the client's request the contractor may issue instructions to third parties on client's behalf, on client's account and risk. The parties may agree on a fee for such services.
- 3.2 If the contractor provides an estimate of third-party costs at the client's request, such estimate will be an approximation only. If requested, the contractor may seek quotations from third parties on the client's behalf.
- 3.3 If the contractor procures goods or services from third parties in the performance of the commission, for the contractor's own account and risk, the general conditions of such supplier with regard to the quality, quantity, properties and delivery of such goods or services will also apply to the client.

4. Intellectual and other property rights

- 4.1 Except as otherwise set out in articles 4.2 and 4.3, all patents, design rights and other intellectual property in the commissioned work (including all deliverables) will vest in the client, once the client has fulfilled all its obligations under the agreement. Until such time as the client has fulfilled all its obligations under the agreement, the above-mentioned rights will vest in the contractor.
- 4.2 The contractor's Background IP (including incremental improvements to it) will be owned by the contractor. "**Background IP**" means all intellectual property owned by the contractor prior to the date of this agreement or generated or acquired at any time independently of its activities under this agreement which is necessary for the client to make, market or sell products to the extent they utilize the commissioned work. "**Incremental improvements**" to contractor's Background IP means improvements which are developed by contractor without any material contribution by the client and which cannot be separated from or used independently of the contractor's Background IP. Contractor's Background IP will be available to the client by way of the licence under article 5.
- 4.3 Where, during any pre-development phase, contractor applies its know-how to present alternative engineering possibilities for achieving a solution ("**Concepts**") including by way of a Demonstrator, such Concepts will be treated as contractor's Background IP. Once a particular Concept is selected by the client at the end of the pre-development phase ("**Selected Concept**"), the Selected Concept and further developments to it during the development phase will be treated as a commissioned work in accordance with article 4.1. At contractor's option, the Selected Concept will be defined and agreed in an invention disclosure form. Concepts which are not selected for further development or otherwise fall outside of the Selected Concept as defined in the invention disclosure form (together, "**Non-selected Concepts**") will be available to the client together with other Background IP in accordance with article 5 below.
- 4.4 Unless specifically agreed, the commissioned work does not include filing for intellectual property protection ("**Filing**") or conducting searches for the existence of any rights of third parties ("**FTO**"), including patents, trademark rights, drawing or design rights, copyrights or portrait rights. The same applies to any investigation into the possibility of such forms of protection for the client. The parties may agree to involve the contractor in an FTO search or Filing services, in which case the following process will apply:
 - a) the contractor will identify advisers (a firm of patent attorneys or similar, the identity of which will be subject to client's approval, not to be unreasonably withheld) to undertake the FTO or Filing. The cost of the advisers will be incorporated into the cost of the commission;
 - b) the contractor will instruct the advisers, on the client's behalf and following agreement with the client on the scope of the instructions. The advisers will issue their FTO report and any advice on Filings solely to the client, as the customer of the advisers. Any Filings will be made by the advisers on behalf of and in the name of the client;
 - c) the client may make the content of the FTO report or draft Filings available to the contractor and request it to provide further input or analysis of the technical content to assist the client with assessing the FTO report or completing the Filing;
 - d) any analysis or other support provided by the contractor will not constitute legal advice to the client regarding issues of infringement, validity of any third-party rights or protectability, and the client shall be fully responsible for any final assessment of risk and decision on how to proceed; and
 - e) if, based on the FTO report, the commissioned work gives rise, or in either party's opinion is likely to give rise, to a claim of infringement of third party intellectual property rights, the parties may work together to replace or modify the commissioned work in such a way as to make it non-infringing, however neither party shall be obliged to proceed with

the work if the other party does not wish to carry out modification work necessary to materially reduce the infringement risk.

- 4.5 The client agrees and acknowledges that if a third-party adviser is engaged by the client in accordance with article 4.4, the contractor will act merely as a facilitator. The contractor shall not be liable for the actions or omissions of such advisers and any engagement between such adviser and the client will be at the client's sole risk.
- 4.6 Unless the work is not suitable for that purpose, the contractor will be entitled to imprint or remove its name on any deliverable).
- 4.7 The client shall maintain copies of materials and data supplied to the contractor, until the commission has been completed and handover has occurred. If the client fails to do so the contractor will not be liable for any damage or loss that would not have occurred if such copies had been maintained. On completion of the commission, neither the client nor the contractor will have any obligation to retain any of the materials and data used.
- 4.8 Contractor personnel (including PCV network partners engaged as sub-contractors) will be entitled to be included in the list of inventors in any patent application in respect of the commissioned work. The client acknowledges that the right to be named as inventor is a right given by law which cannot be waived other than by the inventor in writing.

5. Use and license

- 5.1 The contractor grants to the client a non-exclusive, worldwide, royalty-free, non-transferable licence under its Background IP to:
 - a) make, have made, use, sell, import, export, distribute, display or market client's products utilizing the commissioned work;
 - b) sub-license the Background IP to its component manufacturing partners for the purpose of procuring components for such products;
 - c) to use the Background IP contributed to the commissioned project in further developing the commissioned work provided that this does not extend to licensing or disclosing any Background IP to third parties; and
 - d) to permit any of its affiliates to do any of the things set out in this article 5.1 (for the purposes of this article, "**affiliate**" means any entity which from time to time controls, is controlled by or is under common control with the client, and "**control**" means ownership or control of a majority of the voting rights, or the legal power to direct or cause the direction of the general management of the relevant entity).
- 5.2 With regard to any Non-selected Concepts licensed under this agreement, the contractor shall have no further obligation to disclose or teach the client beyond what is disclosed in the pre-development phase (as defined in article 2.4).
- 5.3 The contractor may use the commissioned work at its discretion for its own publicity or promotional purposes, with due observance of the client's interests.

6. Confidentiality

- 6.1 The "**confidential information**" of a party is all information disclosed by that party (the "**disclosing party**") to the other party (the "**receiving party**") in oral, written, graphic, or machine-readable form, which the receiving party is aware or should reasonably be aware is confidential. The confidential information of the contractor includes Background IP and Non-selected Concepts subsisting in a Demonstrator.
- 6.2 A party may use the disclosing party's confidential information only to the extent reasonably necessary for the purposes of this agreement. Parties shall not disclose (and shall oblige their personnel not to disclose) the other party's confidential information to third parties unless otherwise obligated by law or a judicial order. Client may disclose confidential information to its affiliates, contractors and suppliers to the extent that it is consistent with the licences to contractor's Background IP granted to client under this agreement.
- 6.3 The receiving party shall take reasonable precautions to prevent unauthorised disclosure of the disclosing party's confidential information, which includes maintaining adequate security measures to safeguard the confidential information from unauthorised use, reproduction, disclosure or access (at least equivalent to the measures the receiving party applies to its own confidential information).
- 6.4 At the request of contractor, parties shall enter into a separate non-disclosure agreement, the terms of which will continue to apply to the project for the duration of this agreement.

- 6.5 The confidentiality obligations under these Terms of Business will remain valid beyond the termination or completion of a commission for:
- a) 3 years in the case of general commercial information; or
 - b) 7 years in the case of technology disclosures such as Demonstrators and Non-selected Concepts.
- 6.6 If the client fails to comply with any obligation in this article 6 it shall forfeit to contractor an immediately payable penalty of € 25,000, in addition to the right of contractor to claim its actual damages.
- 6.7 The above confidentiality obligations do not apply to any information which a receiving party can prove:
- a) was available to the receiving party already prior to this agreement;
 - b) is or has become publicly known, through no fault of the receiving party;
 - c) was developed by the receiving party independently of the received confidential information prior to its disclosure; or
 - d) was obtained from third parties and, to the best of knowledge of the receiving party, had not originated from the disclosing party.
- 6.8 Neither party transfers any ownership of its confidential information or the intellectual property subsisting in it, and remains the owner of it.

7. Processing of personal data

- 7.1 In so far as the parties process personal data in performing the agreement, they shall do so in accordance with the applicable GDPR regulations implemented in the Dutch AVG.
- 7.2 In accordance with clause 32 AVG the parties shall take appropriate organizational and technical measures to safeguard personal data.
- 7.3 If any personal data is processed by a party (as processor rather than controller) on behalf of the other party, the parties shall enter into a data processing agreement containing at least:
- a) an obligation of the client to safeguard and indemnify contractor against any damages (including penalties issued by responsible authorities) and claims from third parties deriving from client's unlawful processing of personal data; and
 - b) an obligation of the client to notify contractor of any personal data breaches as referred to in clause 33 AVG, without delay and in any event within 48 hours.

8. Fees and additional costs

- 8.1 In addition to payment of the agreed fee, the contractor will be entitled to reimbursement of any costs incurred by it in the performance of the work commissioned.
- 8.2 If the contractor is required to perform additional work due to late delivery or non-delivery of complete, sound and clear data or materials from the client, or any error in instructions, briefings or specifications or any changes to the same, the contractor may charge for such additional work on the basis of the contractor's usual rate card.

9. Payment

- 9.1 Payments must be made within the pay term indicated in the contractor's offer (or, if not indicated, within 30 days of the invoice date). If the contractor has not received payment in full at the end of that term, the client will be in default and will owe interest at the statutory rate. All costs incurred by the contractor in connection with overdue payments, such as costs of litigation and judicial and extrajudicial costs, including the cost of legal assistance, bailiffs and debt collection agencies, will be for the client's account. The extrajudicial costs will be not less than 10% of the invoice amount, with a minimum of €150.
- 9.2 Invoicing frequency will be indicated in the contractor's offer (but if not indicated, the contractor will invoice the client at monthly intervals for work performed and costs incurred).
- 9.3 The client will pay the amounts due to the contractor without any reduction or set off, save for settlement against adjustable advance payments relating to the commission which the client may have made to the contractor. The client is not entitled to suspend payment of invoices for work that has already been performed.

10. Termination of the agreement

- 10.1 If the client gives notice of termination of a commission or its entire agreement with the contractor, the client shall pay the contractor's fees and costs (including committed third party costs) incurred in connection with the work performed up to the date of termination.
- 10.2 If the contractor terminates on the grounds of breach by the client, the client will be required to pay, in addition to any damages, the contractor's fees and costs incurred in connection with the work performed up to the date of termination. Any conduct by the client in breach of this agreement or in bad faith, that puts the contractor in a position of being unable to complete the commission, will also be regarded as breach.
- 10.3 The damages referred to in article 10.2 include (but are not limited to) costs incurred or committed with third parties by the contractor in undertaking the commission.
- 10.4 Both the contractor and the client will have the right to terminate this agreement in whole or in part with immediate effect if the other party is declared insolvent or is granted a suspension of payments (whether or not provisional). If the client is declared insolvent, the contractor will have the right to terminate the intellectual property licences granted to the client under this agreement, unless the consequences would be contrary to the principles of reasonableness and fairness or applicable law.
- 10.5 If the client terminates on the grounds of breach by the contractor, any fees for work duly delivered in accordance with this agreement will be payable immediately on termination.
- 10.6 If the commission consists of recurring periodic call-offs, this agreement will continue to apply for such time as the work is requested by the client (plus any agreed notice period). The agreement may be terminated on written notice, which must be a reasonable period but not less than three months.
- 10.7 Contractor waives the right to declare the agreement void for reasons of error (clause 6:228 Dutch Civil Code) or to file a claim to modify the agreement (clause 6:230 Dutch Civil Code).

11. Warranties and indemnities

- 11.1 The contractor warrants that the commissioned work supplied to the client has been made by the contractor or on its behalf and, if the design is protected by copyright, that the contractor is the author within the meaning of the Auteurs wet (Dutch Copyright Act) and as the copyright owner has the power of disposition of the work.
- 11.2 The contractor warrants that, to the best of the contractor's knowledge, client's permitted use of contractor's Background IP licensed to it under this agreement will not infringe any intellectual property right of any third party (subject to any third-party rights identified in an FTO under article 4.4, which will be treated as a disclosure against this warranty).
- 11.3 The client will indemnify the contractor (including its personnel, contractors and affiliates) against any third-party claim arising from the exploitation or use of the commissioned work except to the extent such claim results from contractor's breach of its warranties in this article 11.
- 11.4 The client will indemnify the contractor against any claim or liability relating to intellectual property rights in materials or information supplied by the client and used by contractor in undertaking the commissioned work.

12. Liability

- 12.1 The contractor will not be liable for:
- a) errors or defects in materials or information supplied by the client or caused by acts of the client, such as late delivery or non-delivery of complete, sound and clear requirements, information and materials, or client decision not to proceed with any steps recommended by the contractor;
 - b) errors or defects by third parties engaged by or on behalf of the client;
 - c) inaccuracies in offers made by suppliers, or prices quoted by suppliers being exceeded;
 - d) errors or defects in the commissioned works, if the client has accepted the commissioned works or has had the opportunity to perform acceptance testing and has failed to do so;
 - e) errors or defects in the commissioned work that would have become apparent from a prototype or test, which the client failed to procure or carry out despite it having been agreed or reasonably expected;

- f) improper or defective manufacture of products incorporating the commissioned work;
- g) improper or unsafe handling or use of products by consumers or maintenance personnel;
- h) any addition or modification to the commissioned work in a final product, component or subsystem which was not designed by the contractor; or
- i) any matters relating to application for permits in relation to final products, and compliance of final products with technical or safety regulations or standards (unless expressly agreed in an offer or work order).

12.2 The contractor will be liable only for direct damages attributable to it. Direct damages will include only:

- a) reasonable costs incurred by the client in assessing the cause and extent of a defect or performance failure;
- b) any reasonable costs necessarily incurred to replace, correct or complete any defective part of the commissioned work provided that the contractor is given an opportunity to carry out such remediation itself at its cost; and
- c) reasonable costs incurred by the client to prevent or mitigate the effects of the defect or performance failure.

12.3 The contractor will not be liable for indirect or consequential damages, including loss of profits, loss of anticipated savings, loss of business, the cost of intervention in the field or product recall, corrupted or lost data or materials, or business interruption.

12.4 The contractor's total liability arising from this agreement in respect of a commissioned work (whether under contract, negligence, tort or breach of statutory duty) will be limited to 125% of the total fees invoiced and paid for the phase of the commissioned work in which the event(s) giving rise to the liability occurred.

12.5 Nothing in this agreement excludes or limits the liability of a party for: (a) death, personal injury or damage to property resulting from its negligence or recklessness, (b) fraud or fraudulent misrepresentation; (c) wilful abandonment; (c) any other liability for which exclusion or limitation is prohibited by law.

12.6 Any claim under this agreement must be issued formally within twelve months from the date of completion of the commissioned work (or from the date of termination of the commission if earlier). Any claims brought outside of this period will be treated as expired and invalid.

13. Other terms

13.1 The client may not transfer or assign any of its rights under this agreement, save in the event and as part of a transfer of the client's entire business.

13.2 This agreement and any accepted offers are governed by Dutch law.

13.3 All disputes arising out of this agreement, or relating to its performance, will be resolved exclusively by the competent court in the place of domicile of the party bringing the claim. However, if this would render a court outside of the EU or Switzerland competent, the court in the place of domicile of the party alleged to be in breach will have exclusive jurisdiction to settle the dispute. The preceding is without prejudice to a party's right to seek injunctive relief in relation to any breach and/or imminent breach, or to seek enforcement of an obligation to pay fees, in any court of competent jurisdiction in any relevant territory.

13.4 Where a translation of these Terms of Business is also provided, in the event of any difference between the English language version and the translation, the English text will prevail.

13.5 If any provision in these Terms of Business is declared void and/or unenforceable by a court of competent jurisdiction, all other provisions will remain in force. Any invalid and/or unenforceable provision will be replaced with a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.



Software Addendum

1. Scope and definitions

- 1.1 This addendum applies to any Controller Software provided by the contractor to the client as part of the commissioned work.
- 1.1 "Controller Software" means any software, or code incorporated in, or provided for use with, any Demonstrator, prototype or final work product and used to control, monitor or interface with control modules, sensors, actuators or other hardware and user interfaces.

2. Access to the Controller Software

- 2.1 The contractor shall give the client access to the Controller Software in source code form.
- 2.2 The contractor shall provide to the client specifications and user manuals describing the installation, functionality, operation, implementation and maintenance of the Controller Software ("Documentation").

3. Implementation

- 3.1 The client is solely responsible for configuring the Controller Software for its requirements, at its own cost.
- 3.2 The contractor is not obliged to provide fixes, updates or upgrades to the Controller Software (though the contractor may do so at its discretion), or to provide any support services to the client in relation to the Controller Software.
- 3.3 If the client's use of the Controller Software requires access to any third-party software (such as software platforms, standard libraries or framework code), the client shall procure its own licence to use such third-party software at its own cost. The Contractor does not sublicense or resell such third-party software.
- 3.4 The client shall ensure that the Controller Software and any access codes, technical support information or Documentation provided by the contractor are used only by the client's authorised personnel (including client's suppliers within the scope of the licence granted under section 4.1 below) undertaking the implementation of the Controller Software.

4. Intellectual property

- 4.1 The Controller Software forms part of the Background IP of the contractor, as defined in article 4 of the Terms of Business. The Controller Software will be owned by the contractor in accordance with that section.
- 4.2 The contractor grants to the client a licence to the Controller Software as part of its licence to Background IP, in accordance with article 5.1 of the Terms of Business.
- 4.3 Contractor warrants that it can license the Controller Software under this agreement to the client without restrictions (except for any restrictions that may apply to any third-party software on which the use of the Controller Software is dependent). In all other respects the Controller Software is covered by the non-infringement warranty given by the contractor in article 11.2 of the Terms of Business.
- 4.4 The licences granted under this addendum are royalty-free, unless otherwise expressly stated.
- 4.5 If a relevant agreement (such as an accepted offer, statement of work or order form under these Terms of Business) identifies any Controller Software (or part of it) as custom code commissioned, paid for and owned by the client, the intellectual property in such custom code (to the extent that it constitutes a new copyright work) will be assigned to the client and treated as a commissioned work under the Terms of Business. The client acknowledges that any custom code assigned under this article 4.4 will be a derivative work and therefore a licence of the underlying Controller Software under this article 4 will continue to apply to any non-assigned Controller Software.

5. Risk allocation

- 5.1 The Controller Software is provided "as is". The contractor excludes any warranties or representations (express or implied) that the Controller Software is free of errors and bugs, is fit for purpose or is suitable for the client's needs.
- 5.2 It is the client's sole responsibility to adequately verify the suitability of the Controller Software for its needs and to adequately verify and test it for accuracy, fitness for purpose and safety. The contractor will not be liable for any errors or failures caused by errors or omissions in the Controller Software.
- 5.3 If Controller Software (or any part of it) integrates or interfaces with any third-party technologies not provided or operated by the contractor ("third party technologies"), the contractor will not be responsible or liable for:
 - a) the availability or accuracy of such third-party technologies;
 - b) the operation of the Controller Software when integrated or interfacing with third party technologies;
 - c) any damage or loss caused by such third-party technologies alone or in combination with the Controller Software.

6. Confidentiality of the Controller Software

- 6.1 The confidentiality provisions in article 6 of the Terms of Business apply to the Controller Software and Documentation together with the following supplementary terms.
- 6.2 For the purposes of this addendum, "confidential information" means the Documentation, the Controller Software and any information regarding the content, design and functionality of the Controller Software.
- 6.3 The client shall notify the contractor without delay of any actual or suspected loss of documents, carriers or other media (including as a result of a hack), which may result in confidential information of the contractor falling into the hands of unauthorised third parties. In such event, the client shall use its reasonable endeavors at its own cost to prevent or limit further unauthorised disclosure.

