

Terms of Service

Hroes Limited – Terms and Conditions of Service (Standard)

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Hroes Limited provides HR software, consultancy and advice, e-learning, an AI adviser and employment practices liability insurance cover to business customers. Our services are supplied under a written contract: each customer signs an Order which incorporates the terms and conditions set out below, together with the insurance cover summary in the Schedule.

The terms below are published on this website for reference. They do not themselves create a contract between us and any visitor to this website: a contract for our services is formed only when we accept a signed Order. If you are an existing customer, the version of these conditions incorporated into your Order applies to your contract. To purchase our services, or for a copy of the Order form or the current insurance policy wording, please contact us at sales@hroes.co.uk.

Use of this website itself is governed by our separate Website Terms of Use, and our Privacy Policy and Cookies Policy explain how we handle personal data.

HR Software / Consultancy & Advice / E-Learning / AI Adviser / Employment Practices Liability Insurance Cover

These terms and conditions (**Conditions**) govern the supply by Hroes Limited, a company registered in England and Wales with company number 14716493 whose registered office is at One City West, Gelderd Road, Leeds LS12 6NJ (**Supplier, we, us**), of the Services described in the Order to the customer identified in the Order (**Customer, you**). The Conditions are structured as follows: Part A sets out how the Contract works and what you pay; Part B sets out terms specific to each element of the Services; Part C sets out general terms applying to the whole Contract; Schedule 1 is the Order form; and Schedule 2 is a summary of the Insurance Cover.

PART A – THE AGREEMENT

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

AI Adviser means the Supplier's artificial intelligence assistant, a retrieval-augmented generation (RAG) tool which answers HR queries by reference to pre-fed documentation, as described in clause 11;

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England and Wales;

Business Hours means 9.00 am to 5.00 pm on a Business Day;

Bundle means a package of E-Learning Courses purchased together as identified in the Order;

Confidential Information means any commercial, financial or technical information, information relating to the Services, plans, pricing, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to, the Contract;

Content means any information, data, documents and materials uploaded to the Software or provided to the Supplier by or on behalf of the Customer, including for the purposes of the AI Adviser;

Contract means the agreement between the Supplier and the Customer comprising the Order, these Conditions and the Schedules;

Course means an e-learning course provided by the Supplier as described in clause 10;

Data Protection Laws means the UK GDPR, the Data Protection Act 2018, any laws which implement, replace, extend, re-enact, consolidate or amend any of them, and all related legislation binding on either party in connection with the Services (and **Controller, Processor, Personal Data, Personal Data Breach, Data Subject** and **processing** have the meanings given to them in Data Protection Laws);

Fees means the fees for the Services as set out in the Order, including the monthly retainer where applicable;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract, including an act of God, fire, flood, natural disaster, war, riot or civil unrest, interruption or failure of utility or telecommunications services, or industrial action, but excluding the Customer's inability to pay;

Group means the Supplier and any subsidiary of the Supplier from time to time, and **Group Company** means any of them;

Group Policy means the management liability insurance policy (including its employment practices liability section) held by Hroes Group Limited for the benefit of itself, its Group and qualifying customers, as renewed or replaced from time to time, summarised in Schedule 2;

Initial Term means the initial period of the Contract set out in the Order or, if none is stated, twelve (12) months from the Start Date;

Insurance Cover means the benefit of cover under the employment practices liability section of the Group Policy, as described in clause 12 and Schedule 2;

Insurer means the insurer of the Group Policy from time to time;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, database rights, rights in software, rights

in get-up, rights in goodwill, rights in confidential information and all similar rights, in each case whether registered or not, including applications, renewals and extensions, wherever in the world existing;

Order means the order for the Services agreed between the parties in substantially the form set out in Schedule 1;

Panel Firms means the legal firms appointed under the Group Policy to handle claims;

Project Work means discrete project-based work falling outside the day-to-day advice and support described in clause 9.1, as described in clause 9.3;

Protected Data means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Recurring Period means has the meaning given in clause 6.2;

Services means the services selected in the Order, which may comprise any or all of: (a) the Software; (b) Consultancy and Advice; (c) E-Learning; (d) the AI Adviser; and (e) the Insurance Cover;

Software means the Supplier's online HR software platform, together with any associated mobile applications and portals, made available to the Customer under clause 8;

Start Date means the start date set out in the Order;

Sub-Processor means any third party (excluding the Supplier's employees) engaged by the Supplier to process Protected Data;

Term means the Initial Term together with any Recurring Periods; and

VAT means value added tax under the Value Added Tax Act 1994.

1.2 In these Conditions, unless the context requires otherwise: headings are for convenience only; a reference to a party includes its successors and permitted assigns; words in the singular include the plural and vice versa; any words following 'include', 'including' or 'in particular' are illustrative only and do not limit the preceding words; a reference to 'writing' or 'written' includes email; and a reference to legislation is to that legislation as amended from time to time.

1.3 If there is any conflict between these Conditions and the Order, the Order shall prevail. If there is any conflict between Part A or Part C and the service-specific terms in Part B, the relevant terms in Part B shall prevail in relation to that element of the Services. Schedule 2 is a summary only and, in relation to the scope of the Insurance Cover, the terms of the Group Policy shall prevail.

2. The Contract

2.1 These Conditions apply to and form part of the Contract and supersede any previously issued terms and conditions. No terms endorsed on or delivered with any Customer document shall form part of the Contract unless the Supplier agrees in writing.

2.2 Each Order is an offer by the Customer to purchase the Services subject to these Conditions. The Contract comes into force when the Supplier accepts the Order in writing or, if earlier, when the Supplier begins to perform the Services.

2.3 Quotations issued by the Supplier are invitations to treat only and are valid for 30 days unless stated otherwise. Marketing and promotional material is illustrative only and does not form part of the Contract.

3. The Services

3.1 The Supplier shall provide the Services selected in the Order with reasonable care and skill and in accordance with the Contract, including the service levels in clause 7.

3.2 The Customer acknowledges that certain elements of the Services (including the hosting of the Software, the delivery platforms for E-Learning and the handling of insurance claims by Panel Firms) may be delivered by third parties engaged by the Supplier. The Supplier remains responsible to the Customer for the Services, except where these Conditions or the Group Policy state otherwise.

3.3 The Supplier will keep a record of the Services performed and, where applicable, of any third parties engaged in their delivery.

3.4 The Services (including all advice, AI Adviser output, Courses and materials) are provided for the Customer's own internal business purposes only. The Customer shall not resell, sub-license, or otherwise make the Services or their output available to any third party (including any client of the Customer), or use the Services for the benefit of any business other than its own, without the Supplier's prior written consent.

4. Fees

4.1 The Fees are as set out in the Order.

4.2 The Fees are fixed for the Initial Term and the Supplier shall not increase the Fees during the Initial Term.

4.3 After the Initial Term, the Supplier may increase the Fees by giving the Customer not less than two (2) months' written notice, with any increase taking effect from the start of the next Recurring Period. If the Customer does not wish to accept an increase, it may cancel the Contract in accordance with clause 6.3 and the increase will not apply during the notice period.

4.4 The day-to-day advice and support described in clause 9.1 is included in the Fees, subject to reasonable usage limits, being the level of usage which is, in the Supplier's reasonable opinion, proportionate to the size and needs of the Customer's business (**Reasonable Usage**). Where the Customer's usage materially and persistently exceeds Reasonable Usage, the Supplier shall notify the Customer in writing, and the parties shall discuss in good faith an appropriate adjustment (which may include an adjustment to the Fees or to the scope of the Services). **No additional charge shall be payable in respect of usage unless and until it has been agreed by the Customer in writing.** The only other work which attracts additional charges is Project Work, and no charge for Project Work is

payable unless the Supplier has first provided a written quote and the Customer has accepted it in writing before the work commences (clause 9.3).

4.5 The Fees are exclusive of VAT, which the Customer shall pay in addition at the applicable rate on receipt of a valid VAT invoice.

5. Payment

5.1 The Customer shall pay the monthly retainer element of the Fees monthly in advance, in full and in cleared funds, within five (5) Business Days of the start of each calendar month (or as otherwise set out in the Order), to the bank account nominated by the Supplier. For single-instruction or one-off work, the Supplier will invoice on completion and payment is due within 14 days of invoice.

5.2 All sums due under the Contract shall be paid without set-off, counterclaim, deduction or withholding, save as required by law.

5.3 If any sum is not paid by the due date, the Supplier may charge interest on the overdue sum at 8% a year above the Bank of England base rate, accruing daily from the due date until payment.

5.4 If any sum remains unpaid more than 14 days after the Supplier has given written notice that it is overdue, the Supplier may suspend the Customer's access to the Software, E-Learning and AI Adviser until payment is received. The Supplier will give the Customer reasonable notice before any suspension takes effect. The Customer's Insurance Cover is dependent on the Contract remaining in force and Fees being paid.

6. Term, renewal and cancellation

6.1 The Contract starts on the Start Date and continues for the Initial Term.

6.2 Unless the Customer gives written notice of cancellation at least one (1) month before the end of the Initial Term, the Contract shall continue on the same terms for successive periods of two (2) months (each a **Recurring Period**), with the Fees continuing to be payable for each Recurring Period.

6.3 The Customer may cancel the Contract at the end of the Initial Term or at the end of any Recurring Period by giving written notice at least one (1) month before the end of that period.

6.4 The parties' termination rights for breach and insolvency are set out in clause 20. The consequences of termination, including the effect on the Insurance Cover, are set out in clause 21.

7. Service levels

7.1 The Supplier shall acknowledge Consultancy and Advice queries within **two (2) Business Hours** of receipt during Business Hours (queries received outside Business Hours are treated as received at the start of the next Business Day). Urgent queries are

prioritised, and the Supplier will use reasonable endeavours to respond substantively to, and where possible resolve, urgent queries within the same timeframe.

7.2 The Supplier shall use reasonable endeavours to make the Software available 99% of the time, measured monthly, excluding planned maintenance (of which the Supplier will give advance notice and which will be carried out outside Business Hours where operationally possible) and emergency maintenance.

7.3 The service levels in this clause 7 are targets which the Supplier will use reasonable endeavours to meet. If the Supplier fails to meet a service level, the Customer's sole and exclusive remedy is to require the Supplier to investigate, report and take reasonable steps to prevent recurrence. A failure to meet a service level shall not of itself constitute a material breach of the Contract, give rise to any right to terminate, or give rise to any liability in damages.

PART B – SERVICE-SPECIFIC TERMS

8. HR Software

8.1 The Supplier grants the Customer a non-exclusive, non-transferable right for the Customer and its employees to access and use the Software for its internal business purposes during the Term, up to the contracted employee headcount set out in the Order.

8.2 The Supplier will provide login credentials. The Customer is responsible for keeping credentials confidential and secure, for using strong passwords, and for notifying the Supplier promptly of any suspected unauthorised use.

8.3 The Software and all Content are hosted within the United Kingdom.

8.4 The Customer is responsible for the accuracy and currency of all Content it (or anyone on its behalf) uploads, and for setting appropriate access and security levels for Content. The Supplier has no obligation to monitor or review Content but may access it to provide, maintain and support the Software and to verify compliance with the Contract.

8.5 The Customer shall not (and shall ensure its employees do not) use the Software for unlawful purposes, attempt to gain unauthorised access to it, resell or commercially exploit it, or infringe any third party's Intellectual Property Rights through it.

8.6 Licence fees are payable according to the contracted headcount in the Order, irrespective of increases or decreases in actual employee headcount during the Term. Headcount may be adjusted for subsequent periods by agreement.

8.7 On written request at any time, and in any event on termination, the Supplier will provide the Customer with a copy of its Content free of charge. Content will be deleted, destroyed or rendered unreadable within 60 days after termination, save to the extent the Supplier is required by law to retain it.

9. Consultancy and Advice

9.1 The Supplier shall provide the Customer with day-to-day HR and employment law advice and support, including: telephone, email and video-call advice; support with disciplinary, grievance, absence, performance and other employee relations matters; drafting and reviewing letters, contracts, policies and procedures; and in-person support and training where agreed, in each case subject to Reasonable Usage (clause 4.4). The Supplier shall keep reasonable records of usage, provide the Customer with usage information on request, and notify the Customer in writing before treating any usage as exceeding Reasonable Usage.

9.2 Advice is provided for the Customer's business only, on the basis of the information the Customer provides. The Customer warrants that it has provided, and will continue to provide, full and accurate information about its business and the relevant circumstances, and will respond promptly to requests for information, documents and access needed to provide the Services.

9.3 **Project Work** means discrete project-based work outside the day-to-day advice and support in clause 9.1, for example a compliance audit at a supplier or other third-party site, large-scale restructuring programmes, or bespoke projects agreed with the Customer. Where the Customer requests Project Work, the Supplier will provide a written quote in advance and no charge will be incurred, and no work will commence, until the Customer has accepted the quote in writing.

9.4 The Supplier may engage appropriately qualified third parties to deliver elements of the Consultancy and Advice; the choice of third party is at the Supplier's discretion and the Supplier remains responsible for the advice provided.

9.5 The Customer acknowledges that following the Supplier's advice from the point an employment issue first arises is a condition of the excess waiver under the Insurance Cover (clause 12.4 and Schedule 2).

10. E-Learning

10.1 On enrolment (and receipt of payment where Courses are purchased outside a retainer), the Customer's nominated learners will be granted access to: (a) each individually purchased Course for 30 days; and (b) where a Bundle is purchased, the Courses in the Bundle for 12 months, together with (where agreed) any additional Courses produced by the Supplier during that 12-month period (the provision of additional Courses does not extend the access period). Extensions may be granted at the Supplier's discretion.

10.2 Access to a Course is personal to the nominated learner and may not be shared. Learners are granted a limited, non-exclusive, non-transferable licence to use Course content for internal, non-commercial purposes during the access period. Course content may not be reproduced, distributed, modified or publicly displayed without the Supplier's prior written consent.

10.3 The method and platform of delivery of Courses (which may include third-party platforms such as LearnWorlds or Zanda Learning, or the Supplier's own platform) is at the

Supplier's discretion and may change; the Supplier will ensure any change does not materially reduce the content or accessibility of the Courses.

10.4 The Customer shall ensure learners use the Courses in compliance with applicable law and do not disrupt or interfere with any delivery platform.

11. AI Adviser

11.1 The AI Adviser is an artificial intelligence tool which uses retrieval-augmented generation to answer routine HR queries by reference to pre-fed documentation, which may include the Supplier's knowledge base and, where agreed, the Customer's own policies and procedures.

11.2 The AI Adviser provides general information and guidance only. Its output does not constitute advice from the Supplier (including for the purposes of clause 9.5 and the excess waiver conditions in Schedule 2), and the Supplier does not warrant that AI Adviser output is accurate, complete or current.

11.3 Before acting on AI Adviser output in relation to any significant employment decision or issue (including any dismissal, disciplinary sanction, redundancy, discrimination or whistleblowing issue, or any matter that could reasonably lead to a claim), the Customer must refer the matter to the Supplier's consultancy team under clause 9.1 (at no additional charge and within the service levels in clause 7.1) and follow the advice given.

11.4 The AI Adviser is provided as part of the Services and its availability may vary; it may be suspended for maintenance or improvement. The Supplier keeps the AI Adviser under human oversight and review and may update the pre-fed documentation and underlying technology from time to time.

11.5 The Customer shall not use the AI Adviser for unlawful purposes, attempt to extract its underlying models or documentation, or input information into it which the Customer is not entitled to share. Clause 18 (Data protection) applies to Personal Data processed through the AI Adviser.

12. Insurance Cover

12.1 Where the Insurance Cover is selected in the Order, the Supplier shall procure that the Customer has the benefit of cover under the employment practices liability section of the Group Policy, under which commercial businesses contracted with the Group for employment law advice are covered on a 'deemed subsidiary' basis. A summary of the cover, including the current limit of liability, excess and key exclusions, is set out in Schedule 2.

12.2 The Insurance Cover means that if the Customer faces a claim by an employee, former employee or prospective employee for an employment wrongful act (such as unfair dismissal or discrimination), the Customer has cover, subject to the Group Policy terms, for defence costs, awards and settlements arising from that claim, up to the policy limit. Claims are handled by the Panel Firms appointed under the Group Policy.

12.3 The Group Policy operates on a **claims-made** basis: it responds to claims first made against the Customer, and notified, during the policy period and while the Customer remains covered under the Contract. **Cover ceases when the Contract ends (or if the Group Policy lapses or is not renewed), and claims first made after that date are not covered**, regardless of when the underlying events occurred. The Supplier will notify the Customer if the Group Policy is not renewed or is materially changed, and will use reasonable endeavours to maintain equivalent cover throughout the Term.

12.4 The policy excess (currently £7,500 per claim) is **waived** where: (a) the Customer has in place a formal written grievance procedure, agreed with the Supplier, which is available to all employees; and (b) from the point the Customer first became aware of the relevant complaint or dispute, the Customer engaged with the Supplier and followed its advice in dealing with the employee. If those conditions are not met the excess applies, and the Customer is responsible for paying it.

12.5 The Customer shall: (a) notify the Supplier in writing as soon as reasonably practicable, and in any event within five (5) Business Days, of any claim, or any complaint, dispute or circumstance which could reasonably give rise to a claim, covered by the Insurance Cover; (b) provide all information and cooperation reasonably required by the Supplier, the Insurer and the Panel Firms; (c) not admit liability, settle or incur defence costs in relation to any such claim without the Insurer's prior consent; and (d) consent to the Supplier including the Customer's details in the periodic declarations of covered customers which the Group is required to make to the Insurer.

12.6 The Supplier is not an insurer or an insurance intermediary and does not provide insurance advice. The Insurance Cover is a benefit provided under the Group's own policy. The Customer is responsible for satisfying itself that the cover meets its needs and for maintaining any other insurance it requires. Nothing in the Contract restricts the Customer from holding its own employment practices liability or other insurance.

12.7 The scope of the Insurance Cover is governed solely by the Group Policy. Nothing in the Contract extends the cover beyond the Group Policy terms, and the Supplier shall have no liability for any decision of the Insurer, provided the Supplier has complied with its obligations in this clause 12. A copy of the applicable policy wording and current schedule is available on request.

PART C – GENERAL TERMS

13. Warranties

13.1 The Supplier warrants that the Services shall: (a) conform in all material respects to their description in the Order; (b) be performed with reasonable care and skill; and (c) be performed in accordance with applicable law. The Software is warranted only as set out in clauses 7.2 and 8; the Supplier does not warrant that the Software or AI Adviser will be uninterrupted or error-free.

13.2 If any Services do not comply with clause 13.1, the Supplier shall, at its option, remedy, re-perform or refund the non-conforming Services, provided the Customer notifies the

Supplier within a reasonable period of becoming aware of the non-compliance, identifies it in sufficient detail and gives the Supplier a reasonable opportunity to examine it. This does not limit the Customer's other rights and remedies in respect of losses falling within clause 15.

13.3 Except as set out in the Contract, all warranties and conditions implied by statute or common law (including by the Supply of Goods and Services Act 1982) are excluded to the fullest extent permitted by law.

14. Mutual indemnities

14.1 Each party (the **Indemnifying Party**) shall indemnify and keep indemnified the other party against all losses, damages, liabilities, costs (including reasonable legal fees) and expenses incurred by the other party as a result of or in connection with the Indemnifying Party's breach of its obligations under the Contract.

14.2 The indemnities in this clause 14 and in clauses 16.3, 16.4 and 18.9 are subject to the limitations and exclusions in clause 15, except to the extent clause 15.5 applies.

15. Limitation of liability

15.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.

15.2 Subject to clause 15.5, each party's total aggregate liability shall not exceed the total Fees payable by the Customer under the Order for the Term (or, where the Contract has continued into Recurring Periods, the total Fees paid and payable in the 12 months preceding the event giving rise to the claim, if greater).

15.3 Subject to clause 15.5, neither party shall be liable for consequential, indirect or special losses, nor for (whether direct or indirect): loss of profit; loss or corruption of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); or harm to reputation or loss of goodwill.

15.4 Amounts paid or payable to or for the benefit of the Customer under the Group Policy sit outside the Contract and are not subject to the cap in clause 15.2. Nothing in this clause 15 limits or restricts the Customer's entitlement to claim under the Insurance Cover in accordance with the Group Policy.

15.5 Nothing in the Contract limits or excludes either party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited by law. The cap in clause 15.2 does not apply to the Customer's obligation to pay the Fees.

15.6 The Supplier shall not be liable for any loss to the extent it arises from: (a) the Customer acting on AI Adviser output in breach of clause 11.3; (b) the Customer's failure to provide full and accurate information under clause 9.2; or (c) the Customer's failure to follow the Supplier's advice, including any resulting loss of the excess waiver or of cover under the Group Policy.

15.7 The Supplier shall not be liable for any delay in or failure of performance caused by the Customer's failure to provide information, instructions or access reasonably required, or by Force Majeure.

16. Intellectual property

16.1 All Intellectual Property Rights in the Software, the Courses, the AI Adviser, and all materials, templates, policies and documents created or provided by the Supplier belong to the Supplier or its licensors. The Customer is granted a non-exclusive, non-transferable licence to use them for its internal business purposes during the Term (and thereafter to retain and use copies of documents created specifically for the Customer in the course of the Consultancy and Advice).

16.2 The Customer retains all Intellectual Property Rights in its Content and grants the Supplier a licence to use the Content to provide the Services.

16.3 The Customer shall ensure it has all permissions necessary for the Supplier to use materials the Customer provides, and shall indemnify the Supplier against third-party claims that Content or materials provided by the Customer infringe a third party's Intellectual Property Rights.

16.4 The Supplier shall indemnify the Customer against third-party claims that the Customer's use of the Software, Courses or AI Adviser in accordance with the Contract infringes a third party's Intellectual Property Rights.

17. Confidentiality and publicity

17.1 Each party shall keep confidential all Confidential Information of the other party (and, in the Supplier's case, of any Group Company, and in each case of any third party engaged in the Services) and shall use it only as required to perform, or receive the benefit of, the Contract. Each party shall ensure its employees and agents comply with this clause.

17.2 Clause 17.1 does not apply to information which: was in the public domain at the date of the Contract; subsequently enters the public domain other than through breach; was already lawfully known to the receiving party free of any duty of confidence; is independently developed without use of the other party's information; or is required to be disclosed by law, a court or a regulatory authority (in which case, so far as lawful, the disclosing party will be informed in advance).

17.3 This clause 17 survives termination of the Contract without limit in time.

17.4 The Customer agrees that the Supplier may list and/or display the name and/or branding of the Customer in any promotional material and/or in or on any public domain and state the affiliation between the Supplier and the Customer, being that the Customer is a customer of the Supplier.

18. Data protection

18.1 The parties agree that, in respect of Protected Data processed under the Contract, the Customer is the Controller and the Supplier is a Processor, save that the Supplier acts as a

Controller in its own right where it processes Personal Data for its own purposes (including maintaining professional advice records, billing, regulatory compliance and insurance declarations), in which case the Supplier's Privacy Policy applies. Each party shall comply with its obligations under Data Protection Laws. The Customer shall ensure that its instructions to the Supplier, and its collection and provision of Protected Data (including having in place all necessary fair processing information and lawful bases), comply with Data Protection Laws.

18.2 The Supplier shall: (a) process Protected Data only on the Customer's documented instructions (including as set out in the Contract), unless required by law to do otherwise, in which case it shall inform the Customer unless prohibited from doing so; (b) implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; (c) ensure persons authorised to process Protected Data are bound by obligations of confidentiality; and (d) inform the Customer if, in its opinion, an instruction infringes Data Protection Laws.

18.3 The Customer authorises the Supplier to appoint Sub-Processors, including the hosting and e-learning platform providers and AI technology providers engaged in delivering the Services from time to time; a current list is available on request and the Customer authorises those listed in the Order. The Supplier shall: appoint each Sub-Processor under a written contract imposing materially the same data protection obligations as this clause 18; remain fully liable for the acts and omissions of its Sub-Processors; and give the Customer prior notice of any intended change of Sub-Processor, allowing the Customer a reasonable opportunity to object.

18.4 The Supplier shall not transfer Protected Data outside the United Kingdom without the Customer's prior written authorisation and without ensuring an appropriate safeguard under Data Protection Laws is in place.

18.5 The Supplier shall, taking into account the nature of the processing and the information available to it: (a) assist the Customer (at the Customer's reasonable cost) in complying with its obligations under Articles 32 to 36 of the UK GDPR and in responding to Data Subject requests; (b) notify the Customer without undue delay on becoming aware of a Personal Data Breach affecting Protected Data; and (c) make available such information as is reasonably necessary to demonstrate compliance with this clause 18 and allow for and contribute to audits by the Customer or its auditor (limited to one audit in any 12-month period, on reasonable notice).

18.6 On termination, at the Customer's option, the Supplier shall return or securely delete all Protected Data (and delete existing copies), save to the extent it is required by law to retain it. This clause 18 survives termination.

18.7 **Use of AI.** The Supplier may use artificial intelligence tools as part of service delivery, including to organise and summarise information, conduct research, assist with drafting, and support analysis, and including the AI Adviser. Where AI tools are used in the delivery of Consultancy and Advice, all work product remains subject to review and approval by the

Supplier's qualified professionals before it is provided to the Customer, and the Supplier retains full responsibility for the accuracy and quality of its advice and deliverables.

18.8 The Supplier may use anonymised and de-identified data derived from its work (which cannot be traced back to the Customer or any individual) to improve service delivery and train AI systems. No Confidential Information, Personal Data or information that could identify the Customer or its staff will be used in this way without the Customer's express prior consent. All use of AI tools is subject to the Supplier's obligations under Data Protection Laws, this clause 18 and its duties of confidentiality; further details are set out in the Supplier's Privacy Policy and Data Protection Policy.

18.9 Each party shall indemnify the other against losses arising from its breach of this clause 18, subject to clause 14.2.

19. Force majeure

19.1 Neither party shall be in breach of the Contract or liable for any delay or failure in performance resulting from Force Majeure. The affected party shall promptly notify the other in writing when the event begins and ends. If a Force Majeure event continues for more than 30 days, either party may terminate the Contract on written notice.

20. Termination

20.1 Either party may terminate the Contract immediately by written notice if the other party: (a) commits a material breach which is irremediable, or which is remediable but is not remedied within 14 days of written notice requiring it to be remedied; or (b) becomes unable to pay its debts, enters into liquidation, administration, receivership or a voluntary arrangement, ceases or threatens to cease to carry on business, or suffers any analogous event in any jurisdiction.

20.2 The Supplier may terminate the Contract by written notice if the Customer fails to pay any sum due and the sum remains unpaid 30 days after the Supplier has given written notice that it is overdue.

20.3 Termination does not affect either party's accrued rights and liabilities as at the date of termination.

21. Consequences of termination

21.1 On termination or expiry of the Contract: (a) the Customer's access to the Software, Courses and AI Adviser will cease (subject to clause 8.7 in relation to Content); (b) **the Insurance Cover will cease in accordance with clause 12.3, and claims first made against the Customer after termination will not be covered**; (c) the Customer shall pay all outstanding Fees for Services provided up to termination; and (d) each party shall return or delete the other's Confidential Information, subject to clause 18.6 in respect of Protected Data.

21.2 Clauses which by their nature should survive termination (including clauses 12.7, 14, 15, 16, 17, 18, 21 and 22) shall survive.

22. Dispute resolution

22.1 Either party may refer a dispute arising out of or in connection with the Contract to the parties' respective contract managers, who shall meet within 7 days of written notice of the dispute and attempt in good faith to resolve it. If unresolved within 7 days of that meeting, the dispute shall be escalated to a director (or person of equivalent seniority) of each party, who shall meet within a further 7 days.

22.2 If the dispute remains unresolved 14 days after escalation, either party may propose mediation by an independent mediator agreed between the parties (or, in default of agreement, appointed by the Centre for Effective Dispute Resolution (CEDR)).

22.3 Nothing in this clause prevents either party from seeking urgent interim relief from the courts or from commencing proceedings where limitation is at risk.

23. Notices

23.1 Notices under the Contract must be in writing and in English, and delivered by hand, sent by pre-paid first-class post to the receiving party's registered office or address in the Order, or sent by email to the address notified for that purpose in the Order.

23.2 Notices are deemed received: by hand, on delivery; by first-class post, at 9.00 am on the second Business Day after posting; and by email, at the time of sending if sent during Business Hours (otherwise at 9.00 am on the next Business Day), provided no delivery failure notification is received. This clause does not apply to notices in legal proceedings.

24. General

24.1 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to its subject matter. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in the Contract. Nothing in this clause limits liability for fraud.

24.2 **Variation.** No variation of the Contract is effective unless in writing and signed by an authorised representative of each party.

24.3 **Waiver.** No failure or delay by either party in exercising any right or remedy operates as a waiver of it, and no single or partial exercise prevents any further exercise. A waiver is effective only if in writing.

24.4 **Assignment.** Neither party may assign, subcontract (except as expressly permitted by the Contract) or encumber any of its rights or obligations under the Contract without the other party's prior written consent (not to be unreasonably withheld), save that the Supplier may assign the Contract to a Group Company on written notice to the Customer.

24.5 **Severance.** If any provision of the Contract is or becomes invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remainder of the Contract is unaffected.

24.6 No partnership or agency. Nothing in the Contract establishes any partnership, joint venture, agency or employment relationship between the parties.

24.7 Third party rights. Any Group Company may enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999. Otherwise, no third party has any right to enforce any term of the Contract, and the parties may vary or rescind the Contract without any third party's consent.

24.8 Compliance with law. Each party shall comply with all laws and regulations applicable to it in connection with the Contract, including the Bribery Act 2010 and the Modern Slavery Act 2015, and shall maintain all licences and consents required to perform its obligations.

24.9 Non-solicitation. Neither party shall, during the Term and for six (6) months after termination or expiry of the Contract, directly or indirectly solicit or entice away from the other party (or employ or engage) any person employed or engaged by the other party who has been materially involved in the provision or receipt of the Services, except with the other party's prior written consent. This clause does not prevent either party from employing a person who responds to a genuine public recruitment advertisement not specifically targeted at that person. If a party employs or engages a person in breach of this clause, it shall pay the other party a sum equal to 20% of that person's gross annual salary or fees at the date of departure, as a genuine pre-estimate of the cost of recruiting and training a replacement.

25. Governing law and jurisdiction

25.1 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) is governed by the laws of England and Wales, and the parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.

SCHEDULE 1 – ORDER

The Order form is completed and signed by each customer when purchasing our services. It records the customer's details, the Start Date and Initial Term, the services selected, the contracted employee headcount, the fees, and any authorised Sub-Processors. A copy of the Order form is available on request from sales@hroes.co.uk.

SCHEDULE 2 – INSURANCE COVER SUMMARY

This Schedule is a summary for information only. The scope of the Insurance Cover is governed solely by the Group Policy, whose terms prevail over this summary. A copy of the current policy wording and schedule is available from the Supplier on request. Details below are correct as at the date of the Order and may change on renewal or replacement of the Group Policy; the Supplier will notify the Customer of any material change.

Policyholder: Hroes Group Limited (the Customer benefits from cover as a 'deemed subsidiary' under the employment practices liability section of the policy, as a commercial business contracted with the Group for employment law advice);

Insurer: Accelerant Insurance Europe SA/NV (UK Branch);

Cover: Employment Practices Liability: loss (including defence costs, awards, settlements and compensation) resulting from a claim first made against the Customer during the policy period by a current, former or prospective employee for an employment wrongful act;

Employment wrongful act (examples): unfair or wrongful dismissal; breach of an employment contract; employment-related discrimination; wrongful failure to employ or promote; wrongful demotion or disciplinary action; retaliation / victimisation; employment-related humiliation, defamation or invasion of privacy; failure to adopt adequate workplace policies and procedures; certain working-time breaches;

Limit of liability: £250,000 any one claim;

Excess: £7,500 each and every claim, **waived in full** where: (a) the Customer has a formal written grievance procedure, agreed with the Supplier, available to all employees; and (b) the Customer engaged with the Supplier and followed its advice in dealing with the employee from the point the Customer first became aware of the complaint or dispute;

Basis of cover: claims-made: the policy responds to claims first made against the Customer, and notified, during the policy period and while the Customer remains covered under the Contract. Claims first made after the Contract ends are not covered, whenever the underlying events occurred;

Claims handling: claims are handled by the Panel Firms appointed under the Group Policy. The Customer must notify the Supplier promptly (clause 12.5), cooperate with the Insurer and the Panel Firms, and must not admit liability or settle without the Insurer's consent;

Key exclusions (non-exhaustive): payments properly due to an employee under minimum wage legislation or a contract of employment (including redundancy payments, notice pay and wrongfully deducted wages); failure to make reasonable adjustments for disability (defence costs only are covered, up to a sub-limit); pension and employee benefit scheme claims; health and safety and social security obligations; claims made or pursued in the USA; strikes and trade union activity;

Helpline: a legal helpline is available for concerns about allegations or circumstances that might give rise to a claim; details are available from the Supplier.

Important: the Insurance Cover depends on the Contract remaining in force, the Fees being paid, and the Customer complying with clause 12 (including prompt notification and, for the excess waiver, following the Supplier's advice from the outset of an issue). Output of the AI Adviser is guidance only and does not constitute the Supplier's advice for the purposes of the excess waiver (see clause 11).