

The Wise Group's Standard Terms and Conditions for Services

1. Incorporation of these Terms and Conditions

- 1.1 These Terms and Conditions apply to all supply of the Services (as defined below) by The Wise Group (Co. Reg. SC091095) whose registered office is at 62 Templeton Street, Glasgow, Glasgow, Scotland, G40 1DA ("**The Wise Group**", "we", "us", "our") to the relevant buyer of such Services (the "**Funding Partner**", "you", "your").
- 1.2 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Funding Partner may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Except as otherwise expressly provided herein, all conditions and warranties, express or implied, statutory or otherwise, relating to the Services are hereby excluded insofar as may be permitted by law. The Funding Partner waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Funding Partner that is inconsistent with these Terms and Conditions.
- 1.3 The Wise Group shall be entitled at any time and from time to time to vary or replace these Terms and Conditions without notice. No servant or agent of The Wise Group has authority to agree to any oral variation or modification of or addition to these Terms and Conditions in any circumstances whatsoever.
- 1.4 The Proposal constitutes an offer by the Funding Partner to purchase the Services in accordance with these Terms and Conditions. The Funding Partner is responsible for ensuring that the terms of the Proposal and any applicable Specification are complete and accurate. The Proposal shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence. A quotation for the Products given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

2. Definitions and interpretation

The following definitions and rules of interpretation apply to this Contract.

2.1 Definitions:

Business Day: a day, other than a Saturday or Sunday, when banks in Glasgow are open for business.

Charges: the charges payable by the Funding Partner for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning given in clause 3.1.

Contract: this contract between The Wise Group and the Funding Partner for the supply of Services as set out in the Proposal and these Terms and Conditions.

Delayed Services Start Date: means the date on which Services actually commence if this is after the Services Start Date.

Deliverables: the deliverables set out in the Proposal.

Funding Partner Default: has the meaning set out in clause 5.2.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Initial Term: has the meaning give in clause 3.2.

Proposal: the proposal document signed by both Parties that sets out the Services and Specification.

Customers: the people referred to The Wise Group by the Funding Partner who will receive the benefit of the Services.

Services: the services, including the Deliverables, supplied by The Wise Group to the Funding Partner and its Customers as set out in the Specification.

Services Start Date: means the date specified in a Proposal for the date on which the Services are scheduled to commence.

Specification: the description of the Services set out in the Proposal.

Terms and Conditions: means these terms and conditions as may be amended or replaced from time to time.

The Wise Group Materials: has the meaning set out in clause 5.1(h).

2.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

3. Basis of contract

- 3.1 The Contract shall commence on the date that the Proposal has been signed by all the Parties ("**Commencement Date**").
- 3.2 The Contract shall commence on the Commencement Date for the initial term specified in the Proposal (the "**Initial Term**"). If the Services Start Date is delayed for any reason (a "**Delayed Services Start Date**"), the Initial Term shall automatically be extended by a period of time equivalent to the period of time between the Services Start Date and the Delayed Services Start Date.
- 3.3 Unless a Party notifies the other Party at least 1 month prior to the expiry of the Initial Term, the Contract shall automatically continue and be extended for a period equivalent to the number of months of the Initial Term (an "**Extension Term**"). The process set out in the preceding paragraph shall apply to each expiry of an Extension Term (with the exception that references to the "Initial Term" shall be read as references to the applicable Extension Term) until the Contract is terminated in accordance with this clause 3.3 and/or clause 10.
- 3.4 Any samples, drawings, descriptive matter or advertising issued by The Wise Group, and any descriptions or illustrations contained in The Wise Group's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.5 Any quotation or Proposal given by The Wise Group shall not constitute an offer. A quotation or Proposal is only valid for a period of 20 Business Days from its date of issue.

4. Supply of Services

- 4.1 The Wise Group shall supply the Services to the Funding Partner and its Customers in accordance with the Specification in all material respects.
- 4.2 Unless otherwise expressly stated in the Proposal, the Funding Partner is responsible for referring Services to the Customers. As a result, The Wise Group shall incur no liability if Customers are not referred to, or do not make use of, the Services and The Wise Group shall be entitled to invoice the Charges irrespective of the utilisation of the Services by the Customers.
- 4.3 The Wise Group shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.4 The Wise Group reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and The Wise Group shall notify the Funding Partner in any such event.

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4.5 The Wise Group warrants to the Funding Partner that the Services will be provided using reasonable care and skill.

4.6 The Parties acknowledge and agree that the purpose of The Wise Group is to transform lives and lift people out of poverty. To achieve this, The Wise Group may offer additional services to the Customers at no cost to the Funding Partner. Such additional services shall not form part of the Services and shall not be subject to these Terms and Conditions.

5. Funding Partner's obligations

5.1 The Funding Partner shall:

- (a) ensure that the terms of the Specification are complete and accurately describes its expectation of the Services;
- (b) co-operate with The Wise Group in all matters relating to the Services;
- (c) provide The Wise Group, its employees, agents, consultants and subcontractors, with access to the Funding Partner's premises, office accommodation and other facilities as reasonably required by The Wise Group;
- (d) provide The Wise Group with such information and materials as The Wise Group may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) where the Services are provided at the Funding Partner's premise, prepare the Funding Partner's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of The Wise Group (**The Wise Group Materials**) at the Funding Partner's premises in safe custody at its own risk, maintain The Wise Group Materials in good condition until returned to The Wise Group, and not dispose of or use The Wise Group Materials other than in accordance with The Wise Group's written instructions or authorisation; and
- (i) comply with any additional obligations as set out in the Specification.

5.2 If The Wise Group's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Funding Partner or its Customers, or failure by the Funding Partner to perform any relevant obligation (**Funding Partner Default**):

- (a) without limiting or affecting any other right or remedy available to it, The Wise Group shall have the right to suspend performance of the Services until the Funding Partner remedies the Funding Partner Default, and to rely on the Funding Partner Default to relieve it from the performance of

any of its obligations in each case to the extent the Funding Partner Default prevents or delays The Wise Group's performance of any of its obligations;

- (b) The Wise Group shall not be liable for any costs or losses sustained or incurred by the Funding Partner arising directly or indirectly from The Wise Group's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- (c) the Funding Partner shall reimburse The Wise Group on written demand for any costs or losses sustained or incurred by The Wise Group arising directly or indirectly from the Funding Partner Default.

5.3 The Funding Partner represents and warrants that the provisions of the Services by The Wise Group pursuant to this Contract is not subject to the requirements of the Public Contracts (Scotland) Regulations 2015.

6. Charges and payment

6.1 The Charges for the Services are set out in the Proposal. If any amounts in relation to the Services have been incurred prior to the Commencement Date, Services Start Date and/or Delayed Services Start Date, the Parties agree that such amounts shall be recoverable and The Wise Group may invoice these as part of the first invoice submitted in relation to the Contract.

6.2 The Wise Group reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index.

6.3 The Wise Group shall invoice the Funding Partner as set out in the Proposal. If the Proposal is silent on invoicing, The Wise Group shall have the right to invoice for Services on a month ahead basis in relation to the Services to be provided.

6.4 The Funding Partner shall pay each invoice submitted by The Wise Group:

- (a) in accordance with the terms specified in the Proposal;
- (b) if no terms are specified in the Proposal, the Funding Partner shall pay an invoice within 30 days of the date of the invoice; and
- (c) in full and in cleared funds to a bank account nominated in writing by The Wise Group.

6.5 Time for payment shall be of the essence of the Contract.

6.6 All amounts payable by the Funding Partner under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by The Wise Group to the Funding Partner, the Funding Partner shall, on receipt of a valid VAT

invoice from The Wise Group, pay to The Wise Group such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 6.7 If the Funding Partner fails to make a payment due to The Wise Group under the Contract by the due date, then, without limiting The Wise Group's remedies under clause 10, the Funding Partner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Royal Bank of Scotland base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Funding Partner) shall be owned by The Wise Group.
- 7.2 The Wise Group grants to the Funding Partner, or shall procure the direct grant to the Funding Partner of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Funding Partner) for the purpose of receiving and using the Services and the Deliverables.
- 7.3 The Funding Partner shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.4 The Funding Partner grants The Wise Group a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Funding Partner to The Wise Group for the term of the Contract for the purpose of providing the Services to the Funding Partner.

8. Data protection

- 8.1 Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.
- 8.2 Without prejudice to the generality of the foregoing, in line with applicable data protection legislation, a Data Protection Impact Assessment (DPIA) with Information (Data) Sharing Agreements (ISA) may be completed between Parties in relation to the Services.

9. Limitation of liability

- 9.1 Restrictions on liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, delict, under statute or otherwise (including liability arising from negligence).
- 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.3 Subject to clause 9.2 (Liabilities which cannot legally be limited), The Wise Group's total liability to the Funding Partner arising out of or in connection with this Contract shall not exceed the amount equivalent to the Charges paid by the Funding Partner to The Wise Group for the Services in the previous 12 months prior the date on which a claim has been notified in accordance with clause 9.6.
- 9.4 Subject to clause 9.2 (Liabilities which cannot legally be limited), The Wise Group is not liable to the Funding Partner for any:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 9.5 The Wise Group has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 11C, 11D and 11E of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 Unless the Funding Partner notifies The Wise Group that it intends to make a claim in respect of an event within the notice period, The Wise Group shall have no liability for that event. The notice period for an event shall start on the day on which the Funding Partner became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.7 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, The Wise Group may terminate the Contract by giving the Funding Partner 1 months' written notice.

10.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing to do so;
- (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other Party's financial position deteriorates to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, The Wise Group may terminate the Contract with immediate effect by giving written notice to the Funding Partner if the Funding Partner fails to pay any amount due under the Contract on the due date for payment.

10.4 Without affecting any other right or remedy available to it, The Wise Group may suspend the supply of Services under the Contract if:

- (a) the Funding Partner fails to pay any amount due under the Contract on the due date for payment;
- (b) the Funding Partner becomes subject to any of the events listed in clause 10.2(c) or clause 10.2(d), or The Wise Group reasonably believes that the Funding Partner is about to become subject to any of them; and
- (c) The Wise Group reasonably believes that the Funding Partner is about to become subject to any of the events listed in clause 10.2(b).

11. Consequences of termination

11.1 On termination of the Contract:

- (a) the Funding Partner shall immediately pay to The Wise Group all of The Wise Group's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has

been submitted, The Wise Group shall submit an invoice, which shall be payable by the Funding Partner immediately on receipt; and

- (b) the Funding Partner shall return all of The Wise Group Materials and any Deliverables which have not been fully paid for. If the Funding Partner fails to do so, then The Wise Group may enter the Funding Partner's premises and take possession of them. Until they have been returned, the Funding Partner shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. General

12.1 **Force majeure.** Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings

- (a) The Wise Group may at any time assign, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Funding Partner shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of The Wise Group.

12.3 Confidentiality

- (a) Each Party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 12.3(b).
- (b) Each Party may disclose the other Party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 12.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.
- (d) Notwithstanding the foregoing, the Funding Partner acknowledges and agrees that The Wise Group may use the Funding Partner's name and reference the Services provided pursuant to this Contract in advertising material and as part of its publicly available activity reporting.

12.4 Entire agreement

- (a) The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

12.5 Variation. Except as set out in this Contract, no variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12.6 Waiver. Subject to clause 9.6, a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract is deleted under this clause 12.7 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 Notices

- (a) Any notice given to a Party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- (ii) sent by email to the following addresses to the addresses specified in the Proposal (if any).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of the Contract.

12.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.

12.11 Jurisdiction. Each Party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.