

TERMS OF BUSINESS

SHARING 365

(Sharing 365 OÜ)

Version: 17.09.2025

These Sharing 365 OÜ Terms of Business (the “**Terms**”) represent an agreement between you and Sharing 365 OÜ (“**we**,” “**us**,” or “**Sharing 365**”), a company incorporated and existing under the laws of Estonia, with registration number 14667908, with its registered office at Sepapaja 6, Tallinn 15551, Estonia, represented by Jordy Gerald Ariën Van Bremen, Management Board Member, trading as “Sharing 365.” These Terms govern the provision of services by Sharing 365 and set out the terms on which we provide and charge for our services.

These Terms set out the terms on which we provide and charge for our services. As a recognised leader in SharePoint and related technical consultancy, we are dedicated to delivering highly customised solutions that effectively address your business needs, with a focus on efficiency, quality, and timely execution.

Whether you require a comprehensive assessment of your current system, AI-driven automation solutions, or expert technical guidance, Sharing 365 empowers your organisation with cutting-edge SharePoint capabilities that generate measurable business outcomes.

By signing the Letter of Engagement, both parties mutually agree to be bound by these Terms. Upon reaching a mutual agreement regarding the scope of cooperation, and once the Letter of Engagement is signed, we will proceed with the provision of services. These Terms should be read in conjunction with the Letter of Engagement, as together they form the basis of our engagement.

1 Definitions and interpretation

- 1.1 In these Terms, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Additional Services

means any services not included within the scope of the agreed Service Tiers under the Letter of Engagement or any services that exceed the thresholds of Fair Usage as outlined in these Terms. Such services will be billed at the hourly rate specified in the Letter of Engagement and will be subject to separate terms, scope, and fees, as agreed upon in writing by both parties. These services may include but are not limited to custom development, maintenance, system integrations, or other work beyond the agreed Service Tiers;

Agreement

means the agreement between us and you which shall be deemed to incorporate these Terms and the terms on any individual Letter of Engagement;

Affiliate	means in relation to a party, any person that Controls, is Controlled by, or is under common Control with that party;
Business Day	a day other than a Saturday or Sunday, on which banks are open for normal business;
Client / you / your	means the client, a person/company (including their employees, agents or assigns), who purchases and/or receives the Services from us;
Commencement Date	means the date specified in the Letter of Engagement on which the provision of Services to the Client by Sharing 365 is to commence;
Confidential Information	all information or data (in whatever form) on any media (paper, electronic, magnetic, etc.) as well as information transmitted orally or in any other way of a confidential or proprietary nature disclosed to or received by Sharing 365 relating to, without limitation, the Services, products, business or proposed business, clients, finances, transactions, staff and affairs of the Client and/or Sharing 365, including Intellectual Property Rights and trade secrets;
Control	means in relation to a party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that party, as the case may be;
Data Protection Legislation	means any applicable law, statute, regulation, directive, order, decree, or other binding legal requirement (as amended, consolidated, or re-enacted from time to time) relating to the protection of individuals concerning the processing of personal data, to which a party is subject. This includes, without limitation: (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) as it applies within the European Union and the European Economic Area (EEA); (ii) the Data Protection Act 2018 (UK), to the extent it applies in the United Kingdom;

(iii) the UK General Data Protection Regulation (as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018);

(iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (UK);

(v) any applicable US data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) and the Health Insurance Portability and Accountability Act (HIPAA), where relevant; and

(vi) any other applicable data protection or privacy legislation, including national and international laws, regulations, and guidance on the protection of personal data;

Engagement

the engagement of Sharing 365 by the Client for the provision of Services as outlined herein;

Fair Usage

means the principle by which Sharing 365 allocates its resources in a balanced and commercially sustainable manner across all Clients to ensure the ongoing viability and quality of the Services offered. Fair Usage is assessed at Sharing 365's sole discretion, acting reasonably and in good faith, and takes into account the volume, frequency, duration, and complexity of the Client's requests over time. This principle is designed to prevent disproportionate demands that may compromise Service quality or availability for other Clients. Fair Usage includes, but is not limited to, ensuring that the Client's usage is consistent with what is typical or reasonably expected for similarly situated Clients in comparable circumstances. Where usage exceeds the thresholds of Fair Usage, Sharing 365 reserves the right to adjust the Service Tiers, apply additional charges, or classify certain Services as Additional Services (as the case may be), which will be subject to separate terms and fees and billed at the hourly rate specified in the Letter of Engagement;

Fees

the meaning given to it in Clause 15 hereof;

Intellectual Property Rights

any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

Interest Rate

means 10% per annum, calculated on a daily basis and accruing above the base rate of the Bank of Estonia (or the relevant central bank base rate as applicable) from time to time. In the event that the Bank of Estonia does not publish a base rate, the applicable base rate will be the rate used by any other central bank or financial authority designated by the company in accordance with Estonian law;

Letter of Engagement

means a document signed separately by the parties, which sets out the specific terms and conditions of our work with you and forms the legal basis of Engagement;

Personal Data

means data relating to an individual who can be identified (directly or indirectly) from that data;

Services

means the services, including any associated documentation and materials, as outlined in the Letter of Engagement, which are to be provided by us to you under the agreed Service Tier(s), or any Additional Services agreed separately, which may include, without limitation, automation solutions or software-related services, provided in accordance with these Terms;

Service Tier

means the specific level or category of services, as outlined in the Letter of Engagement, which determines the scope, deliverables, and support levels provided by us to you. Service Tiers may include, but are not limited to, plans such as maintenance, automation, or technical leadership, each with distinct features, benefits, and pricing, as agreed upon by both parties. The specific Service Tier(s) applicable to the Client will be detailed in the Letter of Engagement and may be subject to change in accordance with these Terms;

Sharing 365/ we/ us/ our

means Sharing 365 OÜ, a company incorporated and existing under the laws of Estonia, with registration code 14667908, and its registered office located at Sepapaja 6, Tallinn 15551, Estonia. The company was founded on 22 February 2019 and is represented by Jordy Gerald Ariën Van Bremen, Management Board Member;

Termination Date

the date of termination of these Terms for whatever reason.

1.2 In these Terms:

- 1.2.1 any reference to these Terms or to any other document will include its schedules, appendices and annexes (if any) and any permitted variation or amendment to these Terms or such other document;
- 1.2.2 any reference to a clause or schedule is, except where expressly stated to the contrary, reference to the relevant clause of or schedule to these Terms;
- 1.2.3 a reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of these Terms) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.4 the words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.5 the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;
- 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);

- 1.2.7 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.8 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.9 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

2 Application

- 2.1 These Terms shall apply to the provision of Services by Sharing 365 to the Client, to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 2.2 In the event of conflict between these Terms and the Letter of Engagement, the terms of the Letter of Engagement shall prevail.
- 2.3 These Terms may be varied by Sharing 365 from time to time. It is your responsibility to review the current version of the Terms, which is available on our website. By continuing to use the Services, you agree to be bound by the most recent version of the Terms.
- 2.4 If you do not accept the revised Terms, you should notify Sharing 365 accordingly. In such a case, the existing Terms will apply to any Services already contracted for the duration of the current period of service provision, except where changes are legally required at our sole and absolute discretion. However, by requesting further Services after any changes have been made, you will be deemed to have accepted the revised Terms in full.

3 Commencement and Duration of Engagement

- 3.1 The Engagement will commence on the Commencement Date and will continue unless or until terminated in accordance with the Agreement.

4 Provision of Services

- 4.1 During the term of the Engagement, Sharing 365 will:
 - 4.1.1 provide the Services with reasonable care and skill and in all material respects in accordance with these Terms;
 - 4.1.2 keep the Client informed of progress on projects in which Sharing 365 is engaged by reference to the agreed milestones (if any) set out in the Letter of Engagement.
- 4.2 Sharing 365 will use all reasonable skill, care, and commercially reasonable efforts to perform the Services identified in the Letter of Engagement or otherwise agreed in writing under these Terms. Unless expressly agreed in writing, no further conditions, warranties, or representations are given by Sharing 365 in relation to the Services, and any such terms are excluded to the fullest extent permitted by applicable EU law. Services will be provided during business hours unless otherwise agreed upon by the parties.

- 4.3 Sharing 365 shall use all reasonable endeavours to meet any performance dates for the Services specified verbally or in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.4 Sharing 365 will, as soon as reasonably practicable, notify the Client if, for any reason at any time during the Engagement, it is unable to provide the Services as required by the Client in accordance with the Agreement.
- 4.5 Notwithstanding any agreed milestones or performance dates, Sharing 365 is not obligated to provide immediate responses to any Client requests unless explicitly agreed upon in writing. Sharing 365 shall not be held liable for any delays or failures to respond within a timeframe that is deemed unreasonable, including any instances where Sharing 365 is out of action due to unforeseen circumstances, provided that such delays are communicated to the Client as soon as reasonably practicable.
- 4.6 The Client acknowledges that the Services are subject to a minimum 3-month commitment. If the Client terminates the Agreement before completing the full 3-month term (e.g., after 1 or 2 months), the Client will forfeit any remaining services that are scheduled for the balance of the commitment period, including any quarterly services.
- 4.7 Sharing 365 will not:
- 4.7.1 hold itself as having authority to bind the Client; nor
 - 4.7.2 have any authority to incur any expenditure in the name of or on behalf of the Client.
- 4.8 Sharing 365 shall not be responsible for providing any software products, licenses, or third-party solutions unless explicitly stated in the Letter of Engagement. Additionally, any work outside the scope of the agreed Services, including but not limited to new developments, custom solutions, or additional features not covered under the Service Tier, shall be subject to separate agreement, pricing, and terms. Any such work may be subject to additional fees and timelines as outlined in the Additional Services section.

5 Misuse and Restrictions

- 5.1 The Client shall not, and shall not attempt to, (except as expressly permitted under this Agreement):
- 5.1.1 disclose, share, or distribute any proprietary information, methodologies, reports, or documents provided by Sharing 365 (including, but not limited to, technical analysis, recommendations, or strategic plans) to any third parties without Sharing 365's prior written consent;
 - 5.1.2 copy, reproduce, or adapt any of the materials, reports, or intellectual property generated by Sharing 365 during the course of the Engagement, except for the Client's internal use as permitted under this Agreement;
 - 5.1.3 use the Services for purposes that could harm Sharing 365's reputation, including unethical or illegal activities;
 - 5.1.4 reverse-engineer, decompile, or disassemble any technical deliverables or methodologies used during the provision of Services, including AI solutions or automated systems provided, unless specifically permitted by Sharing 365;

- 5.1.5 use the Services to conduct any activity that interferes with or disrupts the provision of Services to other clients of Sharing 365 or to any third party;
- 5.1.6 disclose, or allow third parties to access, any confidential or proprietary information about the Services, including technical details, reports, business strategies, or client-specific solutions.

6 Fair Usage

- 6.1 Sharing 365 operates under a Fair Usage policy to ensure the equitable and commercially sustainable allocation of resources across all Clients. This policy is intended to maintain the quality and availability of services for all Clients, while also ensuring that Sharing 365's resources are used efficiently. The Fair Usage principle is assessed at Sharing 365's sole discretion, acting reasonably and in good faith, and will take into account the volume, frequency, duration, and complexity of the Client's requests over time.
- 6.2 Fair usage includes, but is not limited to:
 - 6.2.1 ensuring that the volume of requests does not exceed what is reasonably expected from a Client of similar size and sector;
 - 6.2.2 avoiding excessive, repetitive, or speculative queries without material updates;
 - 6.2.3 refraining from using the services as a substitute for full-time in-house resources.
- 6.3 Where a matter requires more extensive involvement, including, but not limited to, multiple calls, substantial research, or complex deliverables, it will be considered Additional Services. Such services will be subject to separate terms, scope, and fees, which will be agreed upon in writing in advance. Time spent on these services will be charged at the hourly rate specified in the Letter of Engagement unless otherwise agreed.
- 6.4 Sharing 365 reserves the right to review the Client's usage of Services, and charge for excess usage at its standard hourly rate when usage exceeds acceptable thresholds as assessed under this Fair Usage policy.

7 SharePoint Health Check Services

- 7.1 Should the parties agree to include SharePoint Health Check Services in the Letter of Engagement, the provisions of this clause will apply to the SharePoint Health Check Services provided by Sharing 365 to the Client.
- 7.2 The specific details of the SharePoint Health Check package, including the scope of evaluation, deliverables, and total investment, may be further detailed in the Letter of Engagement, alongside the provisions outlined in these Terms.
- 7.3 The SharePoint Health Check will be conducted as a one-time assessment, with the specific dates and times for the evaluation being confirmed between the Client and Sharing 365. Time shall not be of the essence unless otherwise specified. The assessment will involve reviewing the Client's SharePoint environment against industry best practices and providing strategic recommendations for optimisation.
- 7.4 The assessment will cover, without limitation, the following key areas:

- Security Analysis: Review of permission structures, guest access, and compliance gaps;
- Performance Review: Analysis of site performance, storage optimisation, and user experience;
- Architecture Evaluation: Assessment of current setup and scalability for future growth;
- Integration Audit: Review of Microsoft 365 integrations and external system connections.

7.5 Deliverables will include, without limitation:

- Executive Summary: High-level findings and business impact assessment;
- Technical Report: Detailed findings with specific improvement recommendations;
- Roadmap: Prioritised action plan with timeline and resource requirements;
- Best Practices: Customised governance recommendations for the Client's SharePoint environment.

7.6 Should the Client require services beyond the scope of the SharePoint Health Check, such services will be classified as Additional Services and billed at the hourly rate specified in the Letter of Engagement.

7.7 Any rescheduling or cancellation of the scheduled assessment must be communicated by the Client no less than 48 hours prior to the agreed date. Failure to provide such notice will result in the Client being liable for the full payment of the assessment.

7.8 The Client acknowledges that the SharePoint Health Check is a high-level assessment and that no guarantees or assurances are made regarding the outcome or effectiveness of the recommendations. The Client agrees to engage proactively in implementing any suggested changes based on the Health Check findings.

7.9 Sharing 365 shall use commercially reasonable efforts to complete the Health Check in a timely manner, but the Client understands that the timeline for the completion of the Health Check may be subject to reasonable delays based on the complexity of the Client's SharePoint environment and availability of necessary data.

8 SharePoint Maintenance Plan Services

8.1 Should the parties agree to include SharePoint Maintenance Plan Services in the Letter of Engagement, the provisions of this clause will apply to the SharePoint Maintenance Plan Services provided by Sharing 365 to the Client.

8.2 The specific SharePoint Maintenance Plan package, including the scope of maintenance, ongoing support, deliverables, and applicable terms, may be further detailed in the Letter of Engagement, alongside the provisions outlined in these Terms.

8.3 The SharePoint Maintenance Plan focuses on the maintenance of existing SharePoint solutions only, with no new developments or feature enhancements included. The primary goal of the

plan is to keep the Client's existing SharePoint environment running smoothly, securely, and efficiently.

8.4 The following services will be provided, without limitation, under the SharePoint Maintenance Plan:

- Security & Compliance:
 - (a) Monthly: Security monitoring and basic compliance checks;
 - (b) Quarterly: Permission audits and guest access review;
 - (c) Ongoing: Microsoft update monitoring and impact assessment for your environment.
- Technical Operations:
 - (a) Ongoing: Bug fixes, performance monitoring, and system maintenance;
 - (b) Support: <24-hour response time for technical issues;
 - (c) Maintenance: Upkeep of existing web parts, workflows, and customisations.
- Monitoring & Reporting:
 - (a) Monthly: System health reports and usage analytics;
 - (b) Ongoing: Performance optimisation of existing solutions;
 - (c) Support: User guidance and basic troubleshooting.

8.5 The SharePoint Maintenance Plan is designed to address the ongoing support and maintenance needs of the Client's existing SharePoint environment, ensuring that technical issues such as broken web parts, slow performance, and error messages are fixed in a timely manner. The plan also includes monitoring of system health, ensuring that issues are identified before they impact users, and maintaining current workflows, forms, and dashboards.

8.6 The Client acknowledges that this plan does not cover new automation, additional features, or system enhancements. The SharePoint Maintenance Plan is focused exclusively on maintaining the existing SharePoint environment as it is, with no scope for significant modifications or additions beyond the current setup.

8.7 Sharing 365 will provide the Client with regular updates and ensure that the SharePoint environment remains secure and operational by addressing any issues that arise.

8.8 Should the Client require services beyond the scope of the SharePoint Maintenance Plan, such services will be classified as Additional Services and subject to separate terms and fees as outlined in the Letter of Engagement.

9 SharePoint Automation & AI Services

9.1 Should the parties agree to include SharePoint Automation & AI Services in the Letter of Engagement, the provisions of this clause will apply to the SharePoint Automation & AI Services provided by Sharing 365 to the Client.

- 9.2 The specific SharePoint Automation & AI service package, including the scope of automation, setup, ongoing maintenance, optimisation services, deliverables, and applicable terms, may be further detailed in the Letter of Engagement, alongside the provisions outlined in these Terms.
- 9.3 The SharePoint Automation & AI services are designed to help organisations optimise their SharePoint environment and improve workflow efficiency through the use of artificial intelligence (AI) and automation technologies. These services aim to eliminate manual tasks, enhance user experience, and integrate SharePoint seamlessly with other Microsoft 365 tools.
- 9.4 The following services will be provided under the SharePoint Automation & AI package:
- Security & Compliance:
 - (a) Monthly: Advanced security assessments with remediation plans;
 - (b) Quarterly: Setup of Data Loss Prevention (DLP) policies and compliance audit preparation;
 - (c) Ongoing: Implementation of automated retention policies with AI classification.
 - Technical Operations:
 - (a) Ongoing: Custom web parts (SPFx), Power Automate & Power Apps maintenance;
 - (b) Support: <24-hour response time with priority handling;
 - (c) Development: Feature rollouts and custom solution delivery.
 - Automation & AI:
 - (a) Implementation: AI-powered automation setup, including SharePoint agents and Power Automate;
 - (b) Integration: Optimisation of Copilot and user training for AI tools;
 - (c) Ongoing: Workflow automation maintenance and improvements.
 - Strategy & Governance:
 - (a) Monthly: 30-minute review of upcoming Microsoft features, security updates, and ROI metrics;
 - (b) Quarterly: Feature adoption analysis and recommendations;
 - (c) Ongoing: User adoption support with templates, training, and guidance.
- 9.5 The SharePoint Automation & AI services aim to transform the Client's business processes by automating repetitive tasks, enhancing security, and integrating AI-powered solutions. Specific examples include automating manual workflows (e.g., transforming a 3-day expense approval process into a 30-minute AI-powered workflow) and improving user experience through smart features like intelligent document classification, automated content suggestions, and smart search.

- 9.6 The Client acknowledges that the SharePoint Automation & AI services include ongoing optimisation and improvements to existing workflows, but they do not cover entirely new, unrelated features or substantial platform redesigns beyond the scope of automation and AI enhancements.
- 9.7 Should the Client require services beyond the scope of the SharePoint Automation & AI services, such services will be classified as Additional Services and billed at the hourly rate specified in the Letter of Engagement.

10 SharePoint Tech Lead Services

- 10.1 Should the parties agree to include SharePoint Tech Lead Services in the Letter of Engagement, the provisions of this clause will apply to the SharePoint Tech Lead Services provided by Sharing 365 to the Client.
- 10.2 The specific details of the SharePoint Tech Lead service package, including the scope of automation, technical guidance, advanced implementations, architectural guidance, complex integrations, performance optimisation, deliverables, and applicable terms, may be further detailed in the Letter of Engagement, alongside the provisions outlined in these Terms.
- 10.3 The SharePoint Tech Lead services are designed for organisations requiring high-level technical expertise, including complex system integrations, custom application development, and enterprise-level SharePoint architecture. This service tier provides the technical leadership needed to implement scalable and secure SharePoint solutions tailored to the Client's specific business requirements.
- 10.4 The following services will be provided under the SharePoint Tech Lead package:
- 10.5 Security & Compliance:
- Architecture: Development and implementation of enterprise security frameworks and advanced compliance requirements;
 - Integration: Design and implementation of secure external system connections with comprehensive audit trails;
 - Advanced: Creation of custom security solutions for specialised compliance needs.
- 10.6 Technical Operations:
- Support: <24-hour response with immediate technical escalation for critical issues;
 - Architecture: Delivery of complex technical implementations and performance optimisation for large-scale systems;
 - Development: Creation of advanced SPFx (SharePoint Framework) solutions and custom application development to meet specific business needs.
- 10.7 Automation & AI:
- Advanced: Development of complex automation workflows spanning multiple systems and platforms, integrating SharePoint with various business applications (CRM, ERP, databases, APIs);

- Innovation: Research and development (R&D) of emerging SharePoint/M365 features and capabilities to enhance the Client's SharePoint environment;
- Architecture: Design of scalable automation frameworks and enterprise-level workflow systems to optimise operations across platforms.

10.8 Strategy & Governance:

- Technical: Creation of advanced architecture documentation and establishment of technical standards for enterprise SharePoint solutions;
- Performance: System optimisation, scalability planning, and capacity management for high-performance SharePoint environments;
- Mentoring: Provision of technical guidance to internal development teams for ongoing SharePoint solution management and development;
- Integration: Design and implementation of cross-platform architecture solutions, ensuring seamless integration of SharePoint with other critical business systems.

10.9 The SharePoint Tech Lead services are designed to provide the Client with the highest level of technical expertise in SharePoint development, system integrations, and architectural planning. This service tier helps the Client build customised SharePoint solutions, integrate with other business systems, and ensure that their SharePoint environment can scale to meet the needs of large, growing organisations.

10.10 The Client acknowledges that the SharePoint Tech Lead services are focused on high-level, complex solutions and integrations. As such, any changes or additions outside the defined scope of this service package will be considered Additional Services and will be subject to separate terms and fees as agreed upon in writing.

11 Changes to Services and Terms

11.1 Sharing 365 reserves the right, at its sole discretion, to make updates to the documents referred to in the Agreement (excluding the Letter of Engagement). The Client is responsible for reviewing the most up-to-date version of the Terms and relevant documents available on Sharing 365's website.

11.2 The Client acknowledges that Sharing 365 may modify the features and functionality of the Services, including but not limited to setting new limits on Service usage (such as data storage and transmission) under the Fair Usage policy, removing or restricting application programming interfaces (APIs), or changing data retention policies. These modifications will be introduced through updates to the relevant contractual documents, and Sharing 365 will adhere to its obligations as outlined in the Privacy Policy.

11.3 The Client acknowledges that it is not possible to subscribe to two separate Service Tiers simultaneously.

11.4 Should the Client wish to upgrade to a higher-tier Service Package, they may do so, subject to the availability of Sharing 365's resources, the provisions of this Agreement, and upon mutual written agreement of the parties, as evidenced in the Letter of Engagement. Any upgrade will be subject to Sharing 365's Fair Usage Policy, ensuring that the additional services do not exceed the reasonable capacity or resources available.

- 11.5 If the Client wishes to downgrade to a previous Service Tier, a minimum of 30 days' notice must be provided, in accordance with the terms specified in the Letter of Engagement. The applicable Fees will be adjusted accordingly, as outlined in section 15 hereof.

12 HR Policy Bot Services

- 12.1 Should the parties agree to include HR Policy Bot Services in the Letter of Engagement, the provisions of this clause will apply to the HR Policy Bot Services provided by Sharing 365 to the Client.
- 12.2 The HR Policy Bot is an AI-driven tool designed to assist in automating and managing HR policies and processes within the Client's organisation. The HR Policy Bot simplifies policy management by providing automated updates, streamlining HR workflows, and ensuring compliance with the latest regulatory standards.
- 12.3 The Client is entitled to a two-month free trial of the HR Policy Bot Services. After the trial period, the ongoing use of the HR Policy Bot will be subject to the fees outlined above.
- 12.4 HR Policy Bot Services Features:
- Automated Policy Updates: The HR Policy Bot will automatically update the Client's HR policies based on the latest regulatory changes, ensuring compliance with applicable laws and standards;
 - Policy Management: Streamline the creation, distribution, and management of HR policies within the organisation, reducing administrative burden and ensuring consistency;
 - Employee Interaction: Employees can interact with the HR Policy Bot to quickly find answers to HR-related questions, improving internal communication and operational efficiency;
 - Compliance Monitoring: The HR Policy Bot will help ensure that HR policies are up to date and compliant with the latest legal requirements.
- 12.5 The HR Policy Bot services will begin following the completion of the setup process and the Client's acceptance of the service terms outlined in the Letter of Engagement. The Client's subscription to the HR Policy Bot will continue on a rolling monthly basis, subject to the payment of applicable fees. The Client may cancel the service at any time, subject to any notice requirements specified in the Letter of Engagement.
- 12.6 Sharing 365 will provide the Client with ongoing support for the HR Policy Bot as part of the ongoing subscription fees specifically associated with the HR Policy Bot. This includes ensuring the tool is operational and providing any necessary troubleshooting or technical assistance.
- 12.7 The HR Policy Bot does not include custom development or additional feature requests outside of the standard setup. If the Client requires custom features, additional fees may apply.

13 Obligations of the Client

- 13.1 The Client will give Sharing 365 all proper, accurate, complete necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively

the Services instructed, and to complete the work as set out in these Terms and the Letter of Engagement.

- 13.2 The Client is solely responsible for regularly backing up all data related to the Services. Sharing 365 shall not be liable for any loss, corruption, or damage to the Client's data, including but not limited to data loss resulting from system failures, breaches, or any other causes. The Client acknowledges and agrees that it is their responsibility to implement and maintain appropriate data backup procedures.
- 13.3 The Client will advise of any change of circumstances as soon as possible and if any information comes to your attention that renders any earlier information provided untrue or misleading.
- 13.4 The Client will cooperate fully with Sharing 365 in the provision of the Services.
- 13.5 During the Engagement the Client will afford Sharing 365 such access to its premises and to information, records and other materials of the Client as Sharing 365 may reasonably require to enable Sharing 365 to provide the Services.
- 13.6 The Client will agree with Sharing 365 to schedule work to the best convenience of both parties.
- 13.7 If the performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation hereunder ("**Client Default**"):
 - 13.7.1 we shall, without limiting our other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations;
 - 13.7.2 we shall, if the Client does not fulfil its obligations to cooperate or provide materials within a reasonable period of time, be entitled without limiting our other rights or remedies, to terminate the Agreement without notice;
 - 13.7.3 we shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from our failure or delay to perform any of our obligations as set out in these Terms, or by terminating the Agreement in accordance with the Terms;
 - 13.7.4 the Client shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

14 Protection of business interests

- 14.1 Sharing 365 will not receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any goods or services supplied to or acquired by the Client or any other business transacted by it and if it does receive any such discount, rebate, commission or other benefit Sharing 365 will account to the Client for it immediately.

15 Fees

- 15.1 Without prejudice to clause 4.6 above, the Client agrees to pay the Fees for the Services in accordance with the terms outlined in the Letter of Engagement, with the option to pay either on a monthly or quarterly basis.

- 15.2 If the Client is on a monthly payment plan, a 50% deposit is due upon signing the Agreement for the first month of Services, with the remaining 50% payable after the provision of Services. For each subsequent month, the Client shall pay the full monthly Fees upfront, in accordance with the terms specified in the Letter of Engagement and these Terms.
- 15.3 If the Client is on a quarterly payment plan, a 50% deposit is due at the start of the respective quarter, with the remaining 50% payable after the provision of Services in the first month of the quarter. For the following two months of that quarter, the Client shall pay the full Fees for the entire three-month term upfront.
- 15.4 Any Additional Services requested by the Client will be billed separately, and the Fees for such services will also be determined in accordance with the Letter of Engagement.
- 15.5 If the Client upgrades to a higher-tier Service Package during the month, the Fees for that month will be prorated based on the actual days the Client was subscribed to each Service Tier.
- 15.6 In the event of a downgrade, the Client will continue to be charged at the current Service Tier rate during the 30-day notice period, and no proration will apply during this period. If the Client is on a monthly payment plan, the Fees for the next month will be adjusted to reflect the downgraded rate, with no proration applying for the notice period. If the Client is on a quarterly payment plan, upon completion of the notice period, the Fees for the remaining term will be prorated based on the number of days remaining in the quarter at the downgraded rate.
- 15.7 In the event of early termination by the Client during the initial 3-month commitment, the Client agrees to pay 50% of the Fees for any unused months, calculated on a pro-rata basis, if the Client has opted for monthly payments. If the Client has selected a quarterly payment plan, no refund will be issued for any unused portion of the 3-month commitment period.
- 15.8 All applicable taxes, including VAT, will be paid by the Client as required by law.

16 Payment

- 16.1 Payment of Fees, as invoiced, shall be due on a monthly or quarterly basis, as agreed in the Letter of Engagement, and shall be paid upfront via wire transfer in accordance with the invoice issued by Sharing 365, in compliance with the Terms.
- 16.2 Sharing 365 reserves the right to withhold Services, documents, and information, and cease work on the Client's account if payments are unduly delayed. In such cases, Sharing 365 will not be held responsible for any inconvenience, loss, or damage caused.
- 16.3 If any invoice (or part thereof) remains unpaid at the due date, interest will accrue at the Interest Rate from the day after the due date until the invoice is paid in full. In addition, Sharing 365 may charge an administration Fee of €40 for each notice of late payment issued.

17 Disclaimer

- 17.1 The Client acknowledges that the Services, including but not limited to technical consulting, AI automation, and maintenance services, are provided on an "as is" and "as available" basis, and without any warranty or other obligation, whether express or implied, to the maximum extent permitted by applicable law.

- 17.2 The Client acknowledges that Sharing 365 has no obligation (howsoever arising, whether under contract, tort, negligence, or otherwise) to ensure that the Services are:
- 17.2.1 uninterrupted or error-free;
 - 17.2.2 available, up-to-date, or maintained on a continuous basis;
 - 17.2.3 compatible or operate correctly with any particular software, hardware, or other systems, unless specifically agreed upon;
 - 17.2.4 secure, unless explicitly stated otherwise in the service agreement; or
 - 17.2.5 tailored to meet the Client's specific needs, unless such needs have been explicitly communicated and agreed upon in writing.
- 17.3 The Client understands that the Services may be subject to limitations, delays, and other issues inherent in the use of the internet, electronic communications, or third-party systems and technologies. Sharing 365 is not responsible for any delays, delivery failures, or other damages resulting from such issues.
- 17.4 Sharing 365 may notify the Client in advance of scheduled maintenance, but the Client acknowledges that no advance notification may be provided for downtime or interruptions to the Services caused by emergency or unscheduled maintenance, or due to reasons beyond Sharing 365's control.
- 17.5 All warranties, conditions, terms, undertakings, or obligations, whether express or implied, including, without limitation, any implied terms relating to quality, fitness for a particular purpose, or the ability to achieve a particular result, are excluded, except for those expressly stated in this Agreement, to the fullest extent permitted by applicable law.

18 Liability and Indemnity

- 18.1 Neither shall not be liable for consequential, indirect or special losses, and we shall not be liable for any of the following (whether direct or indirect) for loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.
- 18.2 Subject to other provisions of these Terms, Sharing 365' total liability shall be limited to the total Fees paid for the Engagement during the last 3 (three) months under which the liability arises.
- 18.3 Where any loss or damage occurs as the result of you providing misleading incomplete or false information no liability will be accepted.
- 18.4 The advice we give you is not to be distributed to any third parties except for your Affiliates without our written consent. We also accept no legal responsibility from third party use of the information and advice provided by us.
- 18.5 Sharing 365 provides information, advice and services in good faith based upon information available to us at the time. It therefore does not warrant the accuracy or completeness of the information and advice provided. The Client is solely responsible for deciding whether to act upon Sharing 365's advice and for making their own management decisions. Sharing 365 accepts no liability for any outcomes resulting from the Services provided, nor for the success

or failure of the Client's decisions based on Sharing 365's advice. Any critical data or information should be independently verified by the Client before taking any action.

- 18.6 Except as expressly stated in the Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 18.7 Notwithstanding any other provision of this Agreement, our liability shall not be limited in any way in respect of death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any other losses which cannot be excluded or limited by applicable law.
- 18.8 You shall indemnify Sharing 365 against all damages, costs, claims and expenses suffered by us arising from loss or damage to any equipment (including that of third parties) caused by you, your agent or members of your workforce.
- 18.9 Sharing 365 is not liable for any loss or damage caused by third-party services. Any issues arising from the use of these services should be addressed directly with such third party provider (if any).

19 Confidential Information

- 19.1 Both the Client and Sharing 365 agree that, except in the proper performance of their obligations under these Terms, neither party will, during the term of these Terms and for a period of 12 (twelve) months after the Termination Date, disclose, use, copy, or modify the other party's Confidential Information for their own benefit or for the benefit of any third party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 19.2 Sharing 365 shall maintain Personal Data by the Client in confidence. All employees and Associates of Sharing 365 are subject to confidentiality agreements in respect of Personal Data. Sharing 365 shall not process or make any use of any Personal Data supplied to it by the Client other than in connection with the provision of the services.
- 19.3 The provisions of this clause shall not apply to any Confidential Information that:
 - 19.3.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 19.3.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 19.3.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 19.3.4 the parties agree in writing is not confidential or may be disclosed.
- 19.4 Each party shall keep the other party's Confidential Information confidential and shall not:
 - 19.4.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Agreement or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 11.

- 19.5 A party may disclose the other party's Confidential Information to those of its representatives who need to know such Confidential Information for the permitted purpose hereunder, provided that:
- 19.5.1 it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
- 19.5.2 at all times, it is responsible for such representatives' compliance with the confidentiality obligations set out in this clause.
- 19.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 19.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party, or to be implied from the Agreement.
- 19.8 On termination of the Agreement, each party shall:
- 19.8.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- 19.8.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 19.8.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

20 Copyright and Intellectual Property

- 20.1 Sharing 365 reserves all copyright, intellectual property and any other rights which may subsist in the Services, works or any other products of, or in connection with, the provision of our Services, which includes, but is not limited to, generic and tailored documents analysis, reports, presentations and training materials etc; held both electronically and on paper. Any such materials shall be licensed to you for your internal use only in accordance with the Agreement.
- 20.2 Sharing 365 reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright or intellectual property.
- 20.3 You undertake to keep all materials created by Sharing 365 confidential and not to copy, publish or distribute any such information, materials or documents to any third party without Sharing 365 prior written consent (except where such information is in the public domain or you are required to disclose such information by law).
- 20.4 The Client acknowledges that Sharing 365 provides no warranties whatsoever in relation to the Intellectual Property Rights in the Services deliverables. Sharing 365 excludes any and all

liability to the Client (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights after the date of these Terms.

21 Data protection

- 21.1 Both parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under these Terms or any other agreement or arrangement between themselves in such a way as to cause either Party to breach any of its applicable obligations under the applicable Data Protection Legislation.
- 21.2 The parties shall only process Personal Data for the purposes outlined in the Agreement and in accordance with the lawful instructions of the other party, as necessary to fulfil their obligations under the Agreement.
- 21.3 Each party shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised access, loss, or damage.
- 21.4 In the event of a data breach involving Personal Data, the affected party shall promptly notify the other party and take reasonable steps to mitigate any adverse effects.
- 21.5 In the event that Sharing 365 appoints sub-contractors to provide the Services under the Agreement, it shall ensure that any subcontractors used to process Personal Data comply with equivalent data protection obligations as set out in this clause and the applicable Data Protection Legislation.
- 21.6 Personal Data shall be retained only for as long as necessary to fulfil the purposes of the Agreement or as required by applicable law, after which it shall be securely deleted or anonymised.

22 Anti-bribery and corruption

- 22.1 Each party will comply in all material respects with the bribery legislation.
- 22.2 Neither party will make or receive any bribe or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in Estonia or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.
- 22.3 Each party will use all reasonable endeavours to ensure that:
 - 22.3.1 all of that party's personnel;
 - 22.3.2 all others associated with that party; and
 - 22.3.3 all of that party's subcontractorsinvolved in performing the Services or with these Terms comply with the obligations set out in clauses 22.1 – 22.2 above.

23 Termination

- 23.1 The Agreement may be terminated by either party by giving the other party 30 days' written notice.

23.2 Sharing 365 may terminate any agreement forthwith if:

23.2.1 The Client is in breach of any of its obligations hereunder; or

23.2.2 The Client has entered into liquidation (other than for the purpose of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

23.2.3 The Client has become bankrupt or shall be deemed unable to pay its debts by virtue of applicable laws; or

23.2.4 The client ceases or threatens to cease to carry on business; or

23.2.5 Any circumstances whatsoever beyond the reasonable control of the Client (including but not limited to the termination, through no fault of the Client, the termination of the service) that necessitate the termination for whatever reason of the provision of Services.

24 Force Majeure

24.1 Neither party will be in breach of these Terms if there is any total or partial failure of performance by it of its duties and obligations under these Terms occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party (each a **"Force Majeure Event"**). For the avoidance of doubt, the COVID-19 pandemic or any future outbreaks of similar nature, including any related government actions or restrictions, will not be regarded as a Force Majeure Event under these Terms.

24.2 If either party is unable to perform its duties and obligations under these Terms as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of these Terms will be suspended during the period (and only during the period) during which the Force Majeure Event continues and Sharing 365 will be paid any of the Fees which is outstanding at the commencement of that suspension forthwith. If the Force Majeure Event continues for a period of more than thirty (30) days and substantially affects the commercial basis of these Terms, the party not claiming relief under this Clause 18.2 will have the right to terminate these Terms upon giving ten (10) days' written notice of such termination to the other party.

24.3 In terms of the Recruitment Services, Sharing 365 shall not be liable for any refunds or replacement Candidates if the Candidate fails to start employment due to force majeure events beyond the control of Sharing 365.

25 Restrictions on assignment / sub-contracting

25.1 Sharing 365 may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under these Terms to any person, company or other organisation with which it may merge or to which it may transfer its assets and/or undertaking, provided that it gives prior written notice to the Client. Client may not assign its rights and obligations under these Terms without the prior written consent of Sharing 365, provided that where such consent is given, the Client will not be relieved of liability for any non-performance by any assignee.

26 Notices

- 26.1 Notices under these Terms shall be in writing and sent to our registered office address at: Sepapaja 6, Tallinn 15551, Estonia, or to the email address: info@sharing365.io.
- 26.2 This clause does not apply to notices given in legal proceedings or arbitration.

27 Entire agreement

- 27.1 The parties agree that these Terms together with the Letter of Engagement and any annexes to it constitute the entire agreement between them relating to the Engagement and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 27.2 Each party acknowledges that it has not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in these Terms.
- 27.3 Nothing in these Terms purports to limit or exclude any liability for fraud.

28 Further assurance

- 28.1 Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to these Terms.

29 Variation

- 29.1 No variation of these Terms shall be valid or effective unless it is in writing, refers to these Terms and is duly signed or executed by, or on behalf of, each party.

30 Set off

- 30.1 Except as expressly set out in these Terms, each party shall pay all sums that it owes to the other party under these Terms without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

31 No partnership or agency

- 31.1 Nothing in these Terms constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

32 Remedies and waiver

- 32.1 Any remedy or right conferred upon the parties for breach of these Terms will be in addition to and without prejudice to all other rights and remedies available to them. No failure or delay by either party in exercising any remedy, right, power or privilege under or in relation to these Terms will operate as a waiver of that or any other right, power, remedy or privilege of Sharing 365 or the Client, nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

33 Severance

- 33.1 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms shall not be affected.

34 Governing law

- 34.1 These Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

35 Jurisdiction

- 35.1 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, its subject matter or formation (including non-contractual disputes or claims).

36 Acceptance

- 36.1 If you do not return a countersigned copy of the Letter of Engagement within 10 days but we proceed with the matter upon your request, you will be deemed to have accepted these Terms of Business as if you had signed the Letter of Engagement, pending an express written termination of our instructions or our declining to act further. By default, payment will be deemed to be on a monthly basis, unless otherwise specified in the Letter of Engagement.
- 36.2 If you are unclear about anything in these Terms, please do not hesitate to contact us.