

Tungsten Network Terms of Service

These are the terms and conditions of service (“**Terms and Conditions**”) for the Tungsten Network Portal (“**Portal**”) and access to and use of the Services. The Portal is operated by, and the Services are provided by, Tungsten Network Limited, a company incorporated in England and Wales, under company number 03958038, with VAT registration number GB177907267, whose registered office is at Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL (“**Tungsten Network**”).

Access to and use of the Portal and the Tungsten Network services offered to Portal Users and Integrated Suppliers from time to time are governed by these Terms and Conditions, provided always that, if you have already entered into a written “Integrated Supplier” agreement with Tungsten Network in relation to any Integrated Solution Service, the terms of that agreement, and not these Terms and Conditions, will continue to apply to that service. Subject to the foregoing, you may not access the Portal or use any Service unless you first agree to these Terms and Conditions.

The General Terms and Conditions for the Services are outlined below, the service specific terms for the Portal Services and the Integrated Solution Services are described in Appendix 1 and Appendix 2 to these Terms and Conditions (respectively), the Services are described in Appendix 3 to these Terms and Conditions and particular jurisdictional requirements relating to the Services are set out in Appendix 4. Please note that you may be both a Portal User and Integrated Supplier and the relevant terms will apply to your use of the Portal Services and Integrated Solution Services, as applicable.

By registering on, accessing or using the Portal or any Service:

You represent and warrant that you have the requisite authority, power and right to fully bind the organisation on whose behalf you wish to be granted access to the Portal and Services. You confirm, on behalf of your organisation, that you accept and agree to be bound by these Terms and Conditions and acknowledge that they constitute a legally binding contract between you and Tungsten Network (“Contract”).

If you do not have the authority to bind your organisation, or if you or your organisation does not agree to all of these Terms and Conditions, Tungsten Network is unwilling to provide access to the Portal and Services, and you should not click to accept these Terms and Conditions and you should not proceed further.

In these Terms and Conditions, unless the context otherwise requires, all further references to “you” (and “your”, etc.) means both you as an individual user and also your organisation.

1. Defined terms

- 1.1. **Additional Services** means the services described in section 3 of Appendix 3;
- 1.2. **e-Invoicing Services** means the services described in section 1 of Appendix 3;
- 1.3. **General Terms and Conditions** means clauses 1 to 23, including the preamble text;
- 1.4. **Integrated Solution Services** means the e-Invoicing Services and Additional Services available in accordance with the “Integrated Solution” as described in section 2 of Appendix 3;
- 1.5. **Integrated Supplier** means a user who elects to use the Integrated Solution Services;
- 1.6. **Portal** has the meaning given to it in the first paragraph of these Terms and Conditions;
- 1.7. **Portal Services** means the e-Invoicing Services and Additional Services available in accordance with the “Portal Solution” as described in Appendix 3;
- 1.8. **Portal User** means a user who elects to use the Portal Services;
- 1.9. **Services** means the Portal Services and the Integrated Solution Services;
- 1.10. **Terms and Conditions** means the General Terms and Conditions and Appendices; and
- 1.11. **Tungsten Group** means any of Tungsten Network’s subsidiaries, any of its holding companies, and any direct or indirect subsidiaries of its holding companies, as defined in section 1159 of the UK Companies Act 2006.

2. Registration, access and use of Services

- 2.1. In order to access or use any Service, you must first register with Tungsten Network by completing the registration form available on the Portal. You only need to register once. You must not attempt to register more than once or create a 'dummy' account.
- 2.2. To register with Tungsten Network, you must provide accurate, complete and up-to-date contact information, including, but not limited to, the name of your organisation, postal address, VAT registration number (if applicable), contact name, telephone number and email address. You are responsible for your contact information being up-to-date at all times and you must promptly update it in the Portal or by notifying Tungsten Network if it changes.
- 2.3. During registration, you will be asked to create a username and password. You must keep your username and password confidential at all times. You are the only authorised user of your username and password and, accordingly, you must not disclose your username and/or password to anyone else. You should contact Tungsten Network immediately upon discovering any unauthorised use of, or error in the operation of, your username and/or password. Any breach of these Terms and Conditions and/or any use of your username and/or password by anyone to whom you disclose them, or who otherwise gains access to them by your failure to take proper steps to keep them secure, will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to Tungsten Network.
- 2.4. Tungsten Network reserves the right to alter or replace any username and/or password, or require you to do so, at any time at its sole discretion.
- 2.5. You must cease to use your username and password upon termination of your Contract for whatever reason.
- 2.6. You are solely responsible for ensuring your computer systems meet the requirements to enable you to access and use the Portal and each Service to which you subscribe and are compatible with the Portal and such Service. It is also your responsibility to implement appropriate IT security safeguards (including, but not limited to, anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content accessed through the Portal and any Service.
- 2.7. You are solely responsible for setting all user access rights and for all use you/they make of the Portal and any Service and must ensure that such use complies with all applicable laws and regulations in the United Kingdom and in any country from which you use the Portal and any Services. You will not, nor will you allow anyone else to, use your Portal account and any Services:
 - a. to access or attempt to access any Service other than the Service(s) to which you subscribe;
 - b. to interfere with or disrupt the provision of the Portal or any Service or use any Service in a way that interferes with anyone else's use of any Service;
 - c. to further any criminal or fraudulent activity or to impersonate another person;
 - d. if you or they are located in any country that is subject to government embargo or are a denied party on any government list;
 - e. to breach the rights of any person (including, but not limited to, rights of privacy and intellectual property rights); or
 - f. otherwise in breach of the 'User Content' standards referred to below or any other acceptable use guidelines that Tungsten Network may issue from time to time.
- 2.8. You hereby authorise Tungsten Network to share your contact, billing and payment information provided to Tungsten Network for the purposes of this Contract with your buyer customers via Tungsten Network, and to make and receive other general communications to buyers on your behalf in connection with this Contract.
- 2.9. You agree that you will use the Services to process invoice data submitted by you to your initial requesting customer as well as to your other customers that join the Tungsten network and request you to submit invoice data to them.

3. Fees

- 3.1. The fees for each of the Services are payable in accordance with the applicable Appendix.

- 3.2. Unless otherwise indicated, fees are exclusive of VAT or other applicable sales tax and, where chargeable by Tungsten Network, shall be payable by you at the rate and in the manner prescribed by applicable law.

Specific Service Terms

4. Full e-Invoicing Service and Commercial Invoice Transfer Service

- 4.1. You authorise Tungsten Network or its nominated agent from time to time to electronically create, sign and send invoices submitted by you in your name and on your behalf whilst you use and/or subscribe to the Full e-Invoicing Service or the Commercial Invoice Transfer Service (as those terms are described in Appendix 3).
- 4.2. The type of e-Invoicing Service provided depends upon your geographic location.
- 4.3. The Full e-Invoicing Service is only available to you if you are located in one of the countries listed as a “Tungsten Network e-Invoice Compliant Country” in the “Compliant Countries Document” available on the Portal (as updated from time to time). Provisions applicable to suppliers that are registered for VAT in particular jurisdictions are set out in Appendix 4 to these Terms and Conditions. Tungsten Network may update Appendix 4 to reflect changes to the Compliant Countries Document and insert additional provisions or otherwise amend provisions applicable to particular jurisdictions. You will be given notice of any update to Appendix 4.
- 4.4. If you are located in one of the countries listed as a “Tungsten Network Commercial Invoice Transfer Service Country” in the Compliant Countries Document the Full e-Invoicing Service is not available, but the Commercial Invoice Transfer Service is available to you instead.
- 4.5. You acknowledge and agree that the Commercial Invoice Transfer Service is simply a mechanism for passing invoice data; it does not create a tax-compliant invoice. As such, you should note that:
- a. domestic tax cannot be charged on an invoice;
 - b. domestic invoice data must not be submitted by you for processing (and will not be processed by Tungsten Network);
 - c. the tax invoice is the original paper invoice that you create and not the invoice created through the Commercial Invoice Transfer Service and you must therefore continue to send the original paper invoice to your customer;
 - d. invoice data must be submitted by you in English and the invoice image created through the Commercial Invoice Transfer Service will also be in English;
 - e. the invoice image created through the Commercial Invoice Transfer Service will not display fields for tax and will state “this is not a tax invoice”; and
 - f. you are responsible for taking any necessary legal and tax advice to satisfy yourself that you can use this Service and that no legal or local restrictions apply that would prevent you from doing so.

5. Purchase Order Service

- 5.1. Where you use our Purchase Order Services (as described in Appendix 3), it is your responsibility to download purchase orders submitted to you by your PO customers.
- 5.2. You acknowledge and agree that Tungsten Network is not responsible for the content of, or commercial/legal terms relating to, purchase orders. It is your sole responsibility to check and approve the data submitted in purchase orders from PO customers (if applicable).

6. Archive

- 6.1. You are solely responsible for:
- a. determining all record retention periods that apply to you and your records, as may be required or advised by applicable law and regulations; and
 - b. notifying the relevant tax authorities if you have elected to use the Tungsten Network archive service (as described in Appendix 3) and you are located in a country that requires such a notification to be given. You can access details of the countries requiring such notifications and a

form of letter to be completed for the purpose of providing the notification via the following link: www.tungsten-network.com/uk/en/contact-us/tax-notifications.

- 6.2. Where you do not have access to the Tungsten Network archive service, you are solely responsible for storing all documentation processed or created through any Service. Even where you do have access to the Tungsten Network archive, Tungsten Network strongly recommends you retain your own back-up copies of all relevant documentation and not to rely on the Tungsten Network archive alone.

7. Tungsten Network support

As part of the support services Tungsten Network provides to you, Tungsten Network makes available an online ticketing service (available at <http://www.tungsten-network.com/uk/en/contact-us/support/>) to enable you to raise requests for response by Tungsten Network and, in some cases, your customers. Tungsten Network aims to respond to all ticketing requests within 48 working hours, although actual response times cannot be guaranteed.

General Service Terms

8. Responsibilities in relation to Services generally

- 8.1. Tungsten Network shall use reasonable efforts to:
- a. ensure that the Services are available for submission/receipt of invoice, purchase order, invoice status and remittance advices (as applicable);
 - b. process the data referred to in (a) in a timely manner. Generally this will not exceed 8 working hours; and
 - c. notify you (as specified in your Portal account profile) of the results of processing your invoices or, if applicable, that there are purchase orders to review, in a timely manner.
- 8.2. You acknowledge and agree that you are solely responsible for:
- a. ensuring that the data submitted/received by you to/from the Services (as the case may be) is (as applicable): (i) accurate and complete (including the data submitted in relation to your account profile as some or all of this may be used to supplement the data you submit/receive); (ii) compliant with all applicable laws and regulations; and (iii) in a format that is consistent with your account profile;
 - b. re-submitting rejected invoice data until it has been successfully processed by the Full e-Invoicing Service or Commercial Invoice Transfer Service (as the case may be);
 - c. where you are using the Full e-Invoicing Service, ceasing to send paper invoices to your relevant customer(s) (or, where you continue to do so, ensuring that they are clearly marked as “copy and not for tax purposes”) and, where you are using the Commercial Invoice Transfer Service, continuing to send paper invoices to your relevant customer(s);
 - d. reviewing all messages sent by Tungsten Network to confirm processing as these will include (as applicable) notification of submission of any messages for viewing by you and of any failed invoices/credits notes and the applicable reason for the failure or credit note. If these messages are not being received you must notify Tungsten Network support;
 - e. viewing messages submitted to you by your customers;
 - f. complying with all applicable legal requirements relevant to you as user of the relevant Service; and
 - g. taking the necessary steps to maintain your VAT registration and other statutory filings, for making any necessary notifications to relevant authorities of your use of any Service and for reporting, remitting, accounting for and reclaiming your VAT and other taxes in accordance with all relevant requirements.

9. User Content

- 9.1. The uploading or the submission of any and all content of any kind you submit to Tungsten Network in relation to your use of any Service or, to or via the Portal or (whether through use of any Service or any user-interactive features, or otherwise), including, but not limited to, documents, information, hyperlinks, text, images and other material (“**User Content**”) is governed by the Tungsten Network [website terms of use](#). You agree that you will not upload or submit any User Content that contains personal data relating to any individual without their consent.
- 9.2. You grant Tungsten Network and its affiliates a worldwide, non-exclusive, royalty-free, sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display that User Content (in whole or part), to the extent necessary for Tungsten Network or such affiliate to (i) provide the Services, or any additional or prospective service it may wish to offer from time to time, (ii) assess your eligibility or suitability for any such services, and (iii) fulfil any other purpose set out in clause 10 below.
- 9.3. All rights (including, but not limited to, intellectual property rights) in and to the User Content you submit to Tungsten Network in relation to your use of any Service or to or via the Portal will, as between the parties, continue to belong to you (and your respective customer, as applicable).
- 9.4. **You will indemnify Tungsten Network against losses, liabilities, amounts paid in settlement, costs and expenses suffered or incurred by Tungsten Network as a result of any claim arising out of or in connection with any User Content you submit to or via the Portal or in relation to any Service, or any use you make of the Portal/any Service otherwise than in accordance with these Terms and Conditions. This obligation will survive termination of your Portal account for whatever reason.**
- 9.5. Tungsten Network reserves the right, in its sole discretion, to delete, edit or modify any User Content submitted by you, at any time, with or without notice to you, if it needs to do so in order to comply with applicable law (including, but not limited to, to avoid any liability which it might otherwise incur because of any allegation that any User Content is in breach of applicable law).
- 9.6. Tungsten Network will maintain the confidentiality of your User Content and will disclose it to third parties only (i) for the purpose of transmitting it to your customers, to otherwise provide the Services (ii) for the purposes set out in clause 9.2 above or clause 10 below; or (iii) as otherwise permitted under this Contract or required by law or by a court or regulator of competent jurisdiction. This shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to you; (ii) was known to Tungsten Network or any of its affiliates prior to its disclosure by Tungsten Network without breach of any obligation owed to you; (iii) is received from a third party without breach of any obligation owed to you.

10. Data protection and data sharing

- 10.1. Use of your personal data submitted to or via the Portal or in relation to the Services is governed by Tungsten Network’s [privacy and cookies policy](#) in effect from time to time and which is posted on the website from which the Portal is accessed.
- 10.2. Both parties will comply with their respective obligations under applicable data protection and privacy laws. Tungsten Network acknowledges that you are the data controller of the personal data you share with Tungsten Network and that Tungsten Network is the data processor of any such personal data (where each phrase has the meaning given in the Data Protection Act 1998).
- 10.3. You must notify Tungsten Network as to what “Tungsten Network Organisation Type” your organisation is (or any changes to that notified designation). The Tungsten Network Organisation Types are “Corporate” (i.e. an organisation/association that is incorporated as a separate legal entity that is recognised in law as having the authority to act as a separate legal personality with its own powers, duties and liabilities that are distinct from those of its constituent members) and “Personal” (i.e. any entity that does not fall within the category of a Corporate Tungsten Network Organisation Type). Notification must be given by you as part of your Portal account profile set-up or, if given after implementation, by using the self-ticketing facility at Tungsten Network support (<http://www.tungsten-network.com/uk/en/contact-us/support/>).

- 10.4. If you notify Tungsten Network that you fall within a “Personal” Tungsten Network Organisation Type:
- a. you must complete any bank account details if required for the purposes of your account profile. Tungsten Network will not be able to do this on your behalf; and
 - b. Tungsten Network recommends that you collect your PDF invoice images from the Portal in order to better protect the security of data. If you elect to be sent your PDF invoice images by email rather than collect the images from the Portal, you acknowledge and agree that Tungsten Network cannot guarantee security of email transmission and that all such emails will be sent to you at your sole risk.
- 10.5. Irrespective of clause 10.4, where you submit invoices and/or attachments to invoices containing any ‘Sensitive Personal Data’ (where that phrase has the meaning given in the Data Protection Act 1998) you are solely responsible for notifying Tungsten Network that invoices and/or attachments to invoices submitted by you to the Portal or in relation to the Integrated Solution Services (as applicable) will or may contain Sensitive Personal Data in which event Tungsten Network will cease to email PDF invoice images to you. Such PDF invoice images will only be available for collection by you from the Portal. If you fail to notify Tungsten Network that invoices/attachments to invoices contain sensitive personal data, then the transmission of such invoices by email by Tungsten Network to you will be at your sole risk.
- 10.6. You acknowledge that any Sensitive Personal Data contained in:
- a. Invoice files/ related attachments submitted to the Portal or in relation to the Integrated Solution Services (as applicable) is created by you; and
 - b. Purchase order/remittance messages submitted to the Portal or in relation to the Integrated Solution Services (as applicable) by a buyer customer for access by you is created by the buyer customer.
- and Tungsten Network does not accept any liability in respect of the integrity of such data other than at the point at which that data is taken into, and to the extent it is held within, the environment of the Services. To avoid doubt, your system and users are expected to protect your database and any Sensitive Personal Data held within its environment and Tungsten Network has no liability in respect thereof.
- 10.7. If any of your customers notifies Tungsten Network that it will or may submit purchase order or remittance messages to you via the Portal or in relation to the Integrated Solution Services (as applicable) containing Sensitive Personal Data, such messages will only be made available for access by you via a secure transmission method.
- 10.8. All data submitted by you via the Portal or in relation to Integrated Solution Services (as applicable) for testing purposes should contain “test” data only and, to avoid doubt, must not contain any personal data.
- 10.9. Updates to the provisions of this Contract to deal with changes in data protection legislation requirements may be notified by Tungsten Network to you in writing during the term of the Contract.
- 10.10. All suppliers registered for Tungsten Network Services are automatically assessed for their eligibility to participate in an uncommitted funding programme in relation to receivables originated by the relevant supplier (“**Receivables**”) which is offered by members of the Tungsten Group (the “**Offering**”). You hereby acknowledge and agree that in order for you to be considered for the Offering, Tungsten Network needs to share information it holds about you (which may include User Content) on a confidential basis with (i) other members of the Tungsten Group; and (ii) third parties, including but not limited to, any person which is (or may potentially be) a party to, or an investor in, any financing or other transaction relating to the Receivables and any officer, director, employee or affiliates of any such person, or any professional advisor, auditor, insurer, credit reference provider or ratings agent engaged by any such person, or the Tungsten Group, or any regulatory or similar body of competent jurisdiction, for purposes which include, but are not limited to, those set out below.

- 10.11. The types of information that will be shared pursuant to clause 10.10 include but will not be limited to, your company name, address and VAT number, the contact name and email address held for your account, the gross and average value of invoices that are processed through your account and the recipient of those invoices in each case, and the number of transactions that are processed through your account over set periods together with other publicly available information about you, whether provided as part of the registration process or otherwise.
- 10.12. The information being shared under clauses 10.10 and 10.11 will be used for various purposes, including assessing your suitability for the Offering (including undertaking financial due diligence in relation to the same), for contacting you in relation to the Offering, for setting you up as a participant in the Offering, and for managing, administering and financing (and facilitating the management, financing and administration of) the Offering, should you be eligible and wish to receive it.

11. Termination

- 11.1. You may terminate the Contract or any Service at any time, without cause, by giving not less than 30 days' notice to Tungsten Network.
- 11.2. Tungsten Network may terminate the Contract or any Service, without cause, by giving you not less than 30 days' notice, but such notice, will only take effect:
- a. In the case of Portal Services, to the extent that it terminates any Service for which you have pre-paid for transactions, once those pre-paid transactions have been consumed; and
 - b. In the case of Integrated Solution Services:
 - i. at the end of the 'Initial Term' (as defined in Appendix 2); or
 - ii. at the end of any subsequent 12 month period.
- 11.3. Either party may terminate this Contract in the event of a material breach. If the breach is **not** capable of remedy, the non-breaching party shall be entitled to terminate the Contract in writing without further notice. If the breach is capable of remedy, the non-breaching party shall be entitled to notify the other of the breach, giving them not less than 15 days to cure. If, after such time the breach is not cured, the non-breaching party shall be entitled to notify the other in writing that the Contract has been terminated.
- 11.4. Without prejudice to any rights or remedies available to Tungsten Network in respect of any loss of damage sustained by Tungsten Network as a result of the breach, Tungsten Network may suspend any Service and the use of your Portal account, immediately by giving you notice, in the event that you have breached these Terms and Conditions.
- 11.5. Either party may terminate the Contract, by giving the other party immediate notice, upon such other party having a receiver, liquidator, administrator or administrative receiver appointed, ceasing to trade or having a winding-up order made against it, or passing resolutions for winding-up (other than for a solvent reconstruction or amalgamation) or making any arrangement with creditors.
- 11.6. Termination of any Service will not automatically terminate any other Service but termination of the Contract will automatically terminate all Services.
- 11.7. All your rights to receive, access and use the relevant Service shall immediately cease upon termination of such Service, for whatever reason.
- 11.8. Upon termination of the Contract, for whatever reason, all rights granted to you under these Terms and Conditions will immediately cease and you must promptly discontinue all use of the Portal and Services.

12. Intellectual property

All intellectual property rights relating to the Portal and Services including, but not limited to, patents, registered trademarks and designs (and applications for the same), unregistered trademarks, copyright, design rights, domain names, know-how and processes, are and remain the property of Tungsten Network or its licensors.

13. Liability

- 13.1. Tungsten Network does not warrant that the Portal or Services will be error-free, uninterrupted or delivered at a particular speed, although Tungsten Network will use reasonable efforts to prevent interruptions and will use reasonable care and skill in the provision of the Services.
- 13.2. Tungsten Network is not responsible for any act or omission of any of your customers.
- 13.3. Except as expressly provided otherwise in these Terms and Conditions, the Portal and Services are provided “as is” without warranty or representation of any kind, either express or implied, and all implied conditions, warranties or other terms, whether as to satisfactory quality, fitness for a particular purpose, title or non-infringement, are hereby excluded to the maximum extent permitted by applicable law.
- 13.4. **Tungsten Network does not exclude or limit its liability in respect of:**
- death or personal injury caused by its negligence or that of its employees or sub-contractors;**
 - any fraudulent representation; or**
 - any liability which may not be excluded or limited by law.**
- 13.5. **Subject to clause 13.4, Tungsten Network shall not be liable, whether in contract or in tort (including, but not limited to, negligence or breach of statutory duty) or otherwise, for any:**
- loss of profit or goodwill;**
 - loss of business opportunity or business;**
 - lost savings;**
 - business interruption; or**
 - special, indirect, punitive or consequential damages;**
- even (in each case) if any such loss or damage was reasonably foreseeable or Tungsten Network had been advised of the possibility of such loss or damage.**
- 13.6. **Subject to clause 13.4 and 13.5, the aggregate and entire liability of Tungsten Network for all losses and damage howsoever arising out of or in connection with the Contract (whether in contract or in tort (including, but not limited to, negligence or breach of statutory duty) or otherwise) and anything Tungsten Network has done or not done in connection with the Portal and Services shall not exceed the higher of £1,000 and the fees paid by you to Tungsten Network for the Services in the twelve month period before the date the first claim is made by you.**

14. Force Majeure

- 14.1. Tungsten Network shall not be responsible for any delay or failure to perform when its failure results from any of the following cause: Acts of God or public enemies, civil war, insurrection or riot, acts of terrorism, fire, flood, explosion, earthquake or serious accident, pandemic, change of law, failure of the Internet, strike, labour trouble or work interruption or any cause beyond its reasonable control (a “**Force Majeure Event**”).
- 14.2. If any Force Majeure Event prevails for a period of 45 days or more, however, such that Tungsten Network is prevented from complying with its obligations under this Contract, then either party may forthwith terminate this Contract by written notice to the other, in which event neither party shall be liable to the other by reason of such termination.

15. Governing law

These Terms and Conditions and the Contract shall be governed by the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales, provided that Tungsten Network is entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its intellectual property rights.

16. Publicity

- 16.1. Tungsten Network may refer to you in its client list and/or in sales or marketing activities.
- 16.2. Tungsten Network’s ultimate holding company is an AIM listed company on the London Stock Exchange, therefore Tungsten Network or its group companies may make a public announcement

concerning the existence of this Contract if required, or it considers necessary, to comply with its obligations under any securities laws, including in relation to the Admission and Disclosure Standards and AIM Rules of the London Stock Exchange, the Financial Services Markets Act 2000 (and any regulations or rules made pursuant to it).

17. **Third parties**

A person who is not a party to the Contract may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

18. **Assignment**

You agree that you may not assign any or all of your rights and/or obligations under the Contract but that Tungsten Network may assign any or all of its rights and/or obligations to any affiliated company of Tungsten Network. Tungsten Network will give you written notice of such transfer. The relevant affiliate of Tungsten Network shall be bound by these Terms and Conditions.

19. **Subcontracting**

Tungsten Network may subcontract any of the Services, or elements of the Services to third parties at any time. A list of Tungsten Network's key subcontractors will be available on request.

20. **Entire agreement and order of precedence**

20.1. These Terms and Conditions, Tungsten Network's [privacy and cookies policy](#) and [website terms of use](#) in effect from time to time and which are posted on the website from which the Portal is accessed contain the entire agreement and understanding between the parties in relation to the subject matter hereof and supersedes all prior oral or written agreements, representations, understandings or arrangements other than a fraudulent misrepresentation that a party has relied on.

20.2. Where there is any conflict or inconsistency between these Terms and Conditions and the privacy and cookies policy or the website terms of use, the following order of precedence will prevail unless otherwise stated in these Terms and Conditions:

- a. Appendices to these General Terms and Conditions and any statement of charges payable by you as set out on the Portal;
- b. The General Terms and Conditions;
- c. The website terms of use; and
- d. The privacy and cookies policy.

21. **Miscellaneous**

If Tungsten Network fails to enforce any of its rights, that will not result in a waiver of that right. If any provision of these Terms and Conditions is found to be unenforceable, all other provisions shall remain unaffected.

22. **Notices**

22.1. Except to the extent set out in clause 22.2 below, all notices given by you to Tungsten Network must be given in writing and addressed to Tungsten Network at Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL. Tungsten Network may give notice to you at the email address it holds for you as updated by you in your Portal account profile from time to time or otherwise by means of the Portal.

22.2. Notices served on Tungsten Network by you under clause 11.1 (Termination without cause) must be emailed to Tungsten Network at the following address ob10Billing@tungsten-network.com containing sufficient information for Tungsten Network to identify that the notice is a termination notice and stating the name of the Integrated Supplier and its Tungsten Network number (beginning with "AAA") for identification.

22.3. Notices shall be deemed to have been duly given: on the day of service if served personally, or if sent by e-mail (receipt requested) (provided that the sender does not receive a delivery failure message in

respect of the e-mail) or 2 days after mailing if mailed registered first class, pre-paid and addressed to the respective parties at the address stated above or at such other address as may be specified by either party pursuant to the terms and provisions of this clause.

23. **Changes to these Terms and Conditions**

These Terms and Conditions may not be varied except with Tungsten Network's express written consent. Tungsten Network reserves the right to modify these Terms and Conditions from time to time. These Terms and Conditions were last updated in **September 2014**. You will be given notice if these Terms and Conditions have changed. You may be required to click accept any such changes on notification to you on your re-entry to the Portal and before you can continue to use any Service.

Appendix 1: Portal Services Specific Terms

In addition to the General Terms and Conditions, this Appendix 1 shall apply to Portal Users.

1. Fees

- 1.1. The fees for each of the Portal Services for which Tungsten Network currently charges fees, and the method of charging, are as set out on the Portal from time to time.
- 1.2. Tungsten Network makes no charge for certain Services. Such Services are provided in consideration of your agreeing to comply with your obligations under these Terms and Conditions.
- 1.3. Tungsten Network reserves the right to vary the fees it charges for the Services and/or to start charging fees for any Service for which it does not currently charge fees by giving you not less than 15 days' notice. If you are unwilling to accept any fees increase or new fees (as the case may be), you have the option of terminating the Contract or the relevant Service before the date such fees increase or new fees (as the case may be) is due to come into effect, by giving Tungsten Network written notice of such termination prior to expiry of Tungsten Network's 15 days' notice, in which case either your Contract with us or provision of the relevant Service (as the case may be) will terminate on the date the new fees come into force.
- 1.4. Certain Services may require you to pre-pay fees for a certain subscription period or for a certain number of transactions. You should note that (subject to clause 11.2 of the General Terms and Conditions), in the event of termination of the Contract or of any such Service, for whatever reason, no refund of any pre-paid fees will be given. You should also note that pre-paid transactions purchased on or after 1 July 2014 will expire and cease to be available for use 12 months from the date of purchase of those pre-paid transactions, without any refund.

Appendix 2: Integrated Solution Services Specific Terms

In addition to the General Terms and Conditions, this Appendix 2 shall apply to Integrated Suppliers.

1. Initial Term

If you agree to receive Integrated Solution Services, your Contract with us will commence on the date you agree pricing with Tungsten Network on the Portal (the “Start Date”) and will remain in force for a period of 3 years (the “Initial Term”) subject to early termination in accordance with the terms of this Contract.

2. Set up for Integrated Solution Services

- 2.1. Tungsten Network will prepare and maintain an account, containing the Integrated Supplier’s registration information and “Supplier Profile”. The Supplier Profile will contain standing data, such as company name, address, VAT registration number and email addresses, along with file and data structure information.
- 2.2. You give Tungsten Network authority to use the information contained in the Supplier Profile and all data supplied by it for the purposes of this Contract and acknowledge and agree that such data shall be User Content and therefore subject to clause 9 of the General Terms and Conditions.

3. Tungsten Network Responsibilities

- 3.1. Tungsten Network will receive invoice data files in the format detailed in the Supplier Profile. This invoice data will be augmented and used to create a PDF invoice and a data file that is converted into the format specified by the buyer (i.e. the customer of Integrated Supplier). These will be made available for collection in both electronic and image format by buyers that accept electronic invoices from Integrated Supplier via Tungsten Network.
- 3.2. Where a buyer (i.e. the customer of Integrated Supplier) has elected to use the Tungsten Network Service for delivery of purchase orders to Integrated Supplier and Integrated Supplier has agreed to use the Purchase Order Service (as described in Appendix 3 and subject to the applicable fee agreed in accordance with paragraph 6 below), Tungsten Network will make a data file of the purchase orders submitted available in a format of Integrated Supplier’s choice for downloading by Integrated Supplier automatically using a scheduler or by collection from the Portal. The data file can then be uploaded directly into Integrated Supplier’s sales order processing system.

4. Use of Buyer Customer Representatives

- 4.1. Transfer of Invoice Data to Buyer Customer Representative: Tungsten Network will deliver your invoice data and related invoice images (including personal data) to a third party representative of your buyer customer (“**Buyer Representative**”) if you notify Tungsten Network that you elect for delivery to your customer to be effected in this way and provided that Tungsten Network (in its discretion) is able to pass data to such Buyer Representative. Additional charges may apply to the processing of such invoices and these will be notified to you at the time that such election is made. To avoid doubt, a Buyer Representative is a representative of your respective buyer customer. It is not a subcontractor/agent/partner of Tungsten Network and Tungsten Network is not responsible for its acts or omissions or from any breach of this Contract arising as a result of any such acts or omissions.

5. Data protection

Integrated Supplier is responsible for ensuring that the data is secure in transit to the Tungsten Network Service and therefore Tungsten Network recommends that Integrated Supplier selects a connection method that includes encryption protocols so that the data is encrypted while in transit to the Tungsten Network Service.

6. Invoicing & Payment

- 6.1. If you elect to receive the Integrated Solution Services, charges for the Integrated Solution Services shall be as set out and agreed with you on the Portal during your set-up for Integrated Solution Services or as otherwise agreed in writing. All fees for Integrated Solution Services are payable within 14 days of invoice. Transactions and archiving charges will be invoiced monthly in arrears in accordance with your agreed tariff.
- 6.2. Payment of the first Membership Fee and the initial Buyer Connection Charges payable in the first year of this Contract are due within 14 days of invoice. Please note Tungsten Network will not implement the Integrated Solution Services unless and until (i) it has received a correctly filled in Direct Debit Mandate Form or, where the Integrated Supplier has not elected Direct Debit payment, (ii) a sum representing the full amount of the first Membership Fee and the initial Buyer Connection Charges due has been received and cleared into Tungsten Network's bank account. The Membership Fee covers creation of the account, mapping, maintenance and support for the service. Initial Buyer Connection Charges cover the implementation and testing of the Integrated Supplier for submission of invoices to the initial requesting buyer customer/s that is/ are already using Tungsten Network. Subsequent Membership Fees are billed and payable on each anniversary of the Start Date and the first invoice of each year shall include the Membership Fee for that year. Buyer Connection Charges for new additional customers of Integrated Supplier that request the Integrated Supplier to submit invoice data to them shall be payable by Integrated Supplier prior to each such connection.
- 6.3. Tungsten Network confirms that any increase to the Membership Fee during the Initial Term of this Contract will not exceed the rate of increase in the Retail Prices Index (All Items) over the previous 12 months.
- 6.4. At the conclusion of the Initial Term, Tungsten Network may increase or amend the amounts payable by you under this Contract up to the tariff amount then in force as stated on the website www.tungsten-network.com or as otherwise notified by Tungsten Network to the Integrated Supplier in writing. Any such increase will only take effect on an anniversary of the Start Date of this Contract.
- 6.5. Tungsten Network reserves the right to discontinue access to the Tungsten Network Services if payments are not made on time or the Direct Debit Mandate has been cancelled.

7. Termination and Expiration

- 7.1. Unless the parties agree otherwise in writing, the agreement terms will remain in force on the expiration of the Initial Term of this Contract for further periods of 12 months, until a new agreement is made or a termination notice has been given in accordance with this Contract.
- 7.2. If you exercise your right under clause 11.1 at any time, all fees paid or payable on or before the date of termination are non-refundable/ remain payable (including annual or other fees paid or payable on or before such date of termination) and will not be credited back unless the Integrated Supplier has paid a 3 year Membership Fee in advance and Tungsten Network receives the written notice of termination not less than 30 days before the end of the first annual period of that 3 year period in which case the Integrated Supplier shall be entitled to receive a rebate of 50 % of the amount of the 3 years Membership Fee paid by it in advance.

8. Liability

- 8.1. **For the avoidance of doubt, to the extent you paid for your Membership Fee on a:**
 - a. **Yearly basis, the fees paid by you to Tungsten Network for the Services in the 12 month period shall be the fees paid by you to Tungsten Network pursuant to this Contract in that 12 month period (less any credits, rebates or other repayments);**
 - b. **3 years in advance basis, the fees paid by you to Tungsten Network for the Services in the 12 month period shall be one third of the amount of the Membership Fee paid, plus the total**

amount of all other fees paid by Integrated Supplier to Tungsten Network pursuant to this Contract in that 12 month period (less any credits, rebates or other repayments).

The 12 month periods shall begin on the Start Date and each relevant anniversary of the Start Date.

9. Force Majeure

You remain obligated to pay any sums due for services performed, irrespective of occurrence of any Force Majeure Event.

Appendix 3: Services

1. e-Invoicing Services

Full e-Invoicing Service

The Full e-Invoicing Service is an electronic invoice service that replaces paper invoice processing with a secure, electronic service that enables you to submit tax-compliant invoices.

The Full e-Invoicing Service allows you to create and submit electronic invoices to your customers that are part of the Tungsten network that have agreed to you submitting invoices to them via the Tungsten network. In addition, the Full e-Invoicing Service allows you to track the invoice on the Portal to the point that Tungsten Network deliver it (“**Basic Tracking**”).

Commercial Invoice Transfer Service

The Commercial Invoice Transfer Service is an electronic invoice data service that provides an electronic mechanism to submit invoice data.

The Commercial Invoice Transfer Service allows you to create and submit electronic invoice data to your customers that are part of the Tungsten network that have agreed to you submitting invoice data to them via the Tungsten network. In addition, the Commercial Invoice Transfer Service also offers Basic Tracking allowing you to track the invoice data on the Portal to the point that Tungsten Network deliver it

2. Service Solutions

Portal Solution

The e-Invoicing Services are available as a web-based service that allows you to manually input and submit invoice data online using a secure connection. The invoice data is augmented and used to create an invoice image and a data file is converted into the format required by your customer on the Tungsten network. As a member of the Tungsten network, you can also elect to use the Additional Services as well as upgrade to the Integrated Solution Service.

Integrated Solution

Once registered on the Portal, if you raise invoices through an invoicing system, you may elect to use the e-Invoicing Services via the fully automated “Integrated Solution” which extracts invoice data directly from your billing system using the format, content and structure of your choice. The invoice data is augmented and used to create an invoice image and a data file is converted into the format required by your customer on the Tungsten network. The invoice and data file is available for collection in both electronic and image format by buyers that accept electronic invoices. The Additional Services can also be used as an Integrated Supplier.

3. Additional Services

Invoice Status Service

In addition to Basic Tracking (described above), the Invoice Status Service allows you to track invoices so that you know where they are in your customers’ invoice process. Depending on the Tungsten Network services used by your customer, you will be able to track the invoice to the point that Tungsten Network deliver it, or, if your customer uses the Tungsten Network Invoice Status Service, you will be able to track the progress of the invoice through your customer’s invoice approvals process.

For the avoidance of doubt, if your buyer customer uses the Invoices Status Service, this service will be available to you on the Portal whether or not you use the e-Invoicing Services.

Purchase Order Service

Purchase order receipt

Where your customer has agreed to use the Tungsten network for the delivery of purchase orders, if you are a Portal User the Purchase Order Service will make the purchase order information available to you on the Portal. If you are an Integrated Supplier and elect to use the Purchase Order Receipt service, the purchase order information will be available for automatic downloading using a scheduler in accordance with the file format specified in your set up. You will be notified by email that there is a purchase order available for you. You can review the purchase order data on-line and also print a copy.

Purchase order convert

Purchase order convert enables you to convert a purchase order into an invoice/invoice data. When a purchase order is selected for the convert process, a workflow is instigated that takes you through a defined set of steps where you select the items and the quantities you are going to invoice for. At completion of the workflow, an invoice/invoice data will be created from the selected data within the Full e-Invoicing Service or Commercial Invoice Transfer Service (as applicable). You can still edit the invoice/invoice data or add data prior to submission to your customer.

Remittance Advice Service

Your customers participating in the Remittance Advice Service may send you remittance advices via the Portal. Remittance advices are shown in a summary list which can be expanded to show a PDF document with full details. The PDF document lists the invoices or other items being paid by your customer within the total payment. If the remittance contains information on invoices processed by Tungsten Network, the status of those invoices will automatically be marked as paid.

Attachments

You may add attachments to certain documents and tickets where this is allowed by the Tungsten network or the receiving customer. Restrictions on the type of attachment you may upload in terms of format and size may also apply depending on the document type, ticket type and/or customer. If you are allowed to add attachments, this will clearly be shown at the time of usage as will any restrictions that apply.

Reporting

You can run reports on each of the documents that you have access to via the Services you use within the Portal. Reporting gives you access to your historical transactions and allows you to apply filters and selection criteria to help reduce the amount of data shown.

Data that is returned as part of the reporting service can be exported in a number of formats to enable you to work with the report on your own computer equipment. You can save specific reporting criteria as standard reports so that you can quickly run them again. Saved reports are stored against your Portal account.

Archive

The Portal enables you to elect to access the Tungsten Network archive, which can store a variety of your processed items, and makes them available to you via the reporting Service. The length of time for which the Tungsten Network archive will store records depends on the type of records being stored, the retention settings in your Portal account profile and payment of applicable fees.

Appendix 4: Additional Provisions for supplier customers in stated Jurisdictions

These provisions apply to both Portal Services and Integrated Solution Services, as applicable and as updated from time to time in accordance with clause 4.3 of the General Terms and Conditions.

Additional provisions applicable to you if you are registered for VAT (or local equivalent) in Hungary

The written declaration of compliance required under Section 1/E (2) of Decree No.24/1995 (XI.22.) PM of the Minister of Finance can be accessed by Hungarian customers via the following link: www.tungsten-network.com/uk/en/contact-us/tax-notifications

Additional provisions applicable to the Full e-Invoicing Service in Saudi Arabia, the United Arab Emirates and Qatar

It is not necessary for electronic invoices to be tax compliant in Saudi Arabia, the United Arab Emirates and Qatar and therefore the tax compliance component of the Full e-Invoicing Service is not provided in these jurisdictions.