Master Subscription Agreement

Effective Date: 16 September 2025
This Master Subscription Agreement ("MSA") governs the use of the services provided by Flow Payroll Limited. By signing a Commercial Order Form that references this MSA, you agree to these terms.

1. Interpretation

1.1 The definitions and rules of interpretation in this Clause 1 apply in this Agreement.
Affiliate: means a person or entity that directly, or indirectly through one or more intermediaries, owns or Controls, is owned or is Controlled by, or is under common ownership or Control with, another person or entity (for the purposes of this definition “Controlled” or “Control” means, in relation to a person or entity, the direct or indirect ability to direct the affairs of that person or entity, whether by way of contract, ownership of shares, exercise of voting rights, power of attorney or otherwise).
Agreement: means the Commercial Order Form together with this MSA and all other documents referenced therein.
Applicable Law(s): means all applicable laws, enactments, rules, regulations, orders, regulatory policies, guidelines, industry codes of practice, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case, which are in force from time to time and applicable to either party.
Authorised Users: means those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services.
Business Day: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Client Data: means the data inputted by the Client, Authorised Users, or the Supplier on the Client's behalf for the purpose of the Client using the Services or facilitating the Client's use of the Services.
Commercial Order Form: means the ordering document signed by the Client and Supplier which describes the services purchased and incorporates this MSA by reference.
Confidential Information: means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (Disclosing Party) to the other party (Receiving Party) whether before, on or after the date of this Agreement including, without limitation, information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs and shall include the terms of this Agreement.

Intellectual Property Rights: means patents, trademarks, rights in respect of logos and get-up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist.
Services: means the subscription services provided by the Supplier to the Client under this Agreement via https://www.flowpayroll.ai.
Software: means the online software applications provided by the Supplier as part of the Services.
Subscription Fees: means the subscription fees payable by the Client to the Supplier for the Services, as set out in the Commercial Order Form.
Subscription Term: has the term that the Services will be provided, as set out in the Commercial Order Form.
Virus: means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise), or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Vulnerability: means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.
1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
1.6 A reference to writing or written includes e-mail but not SMS.

2. Use of the Services

2.1 Subject to the Client paying the Subscription Fees and the other terms and conditions of this Agreement, the Supplier hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Client's business operations.

2.2 The Client shall not, and shall procure that its Authorised Users shall not, access, store, distribute or transmit any material during the course of its use of the Services that does not comply with the Supplier's Acceptable Use Policy, available at https://www.flowpayroll.ai/legal/aup.

2.3 The Client shall not:

a. except as may be allowed by any Applicable Law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement:
    i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
    ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
b. access all or any part of the Services in order to build a product or service which competes with the Services; or
c. use the Services to provide services to third parties; or
d. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
e. attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided under this Clause 2.

2.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.5 The rights provided under this Clause 2 are granted to the Client only.

3. Authorised Users

The Client shall:

a. only allow Authorised Users to use the Services;
b. be responsible for the actions of Authorised Users whilst using the Services and in maintaining the confidentiality of any log-in credentials; and
c. promptly inform the Supplier if the Client becomes aware that the security of any log-in credentials has been compromised.

4. Third party providers

4.1 The Client acknowledges that the Services may enable or assist it to access third-party websites and that it does so solely at its own risk.
4.2 The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, and any contract entered into by the Client, with any such third party.
4.3 The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

5. Supplier's obligations

5.1 The Supplier warrants and represents to the Client that:
a. it will use all reasonable care, skill and diligence in carrying out the Services such as would be expected of a reasonably prudent operator, providing the same or similar services to the Services;
b. it will at all times supply the Services in accordance with Applicable Laws and Good Industry Practice;
c. the Services shall not infringe the Intellectual Property Rights of any third Party;
d. it shall meet or exceed all service levels set out in the Service Level Agreement.

5.2 The Supplier:
a. does not warrant that the Client’s use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Client through the Services will meet the Client’s requirements; or the Software or the Services will be free from Vulnerabilities or Viruses.
b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 This Agreement shall not prevent the Supplier from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
5.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6. Client’s obligations

The Client shall:

a. provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may reasonably be required by the Supplier in order to provide the Services, including but not limited to Client Data, security access information and configuration services;
b. without affecting its other obligations under this Agreement, comply with all Applicable Laws and regulations with respect to its activities under this Agreement;
c. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User’s breach of this Agreement;
d. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

7. Proprietary rights

7.1 The Client acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services.
7.2 Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
7.3 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8. Confidentiality

8.1 During the term of this Agreement and after termination or expiration of this Agreement for any reason the Receiving Party:

a. will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
b. will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clause 8.2 below; and
c. will make every effort to prevent the use or disclosure of Confidential Information.

8.2 During the term of this Agreement, the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees and/or sub-contractors to the extent that disclosure is necessary for the purposes of this Agreement; or as required by any Applicable Law or by order of a court or governmental body or authority of competent jurisdiction.
8.3 Clauses 8.1 to 8.2 do not apply to Confidential Information which is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or Recipient's breach of this Agreement; or can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.
8.4 The Supplier will not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of this Agreement or the fact that the Supplier has contracted to supply the Services to the Client without the Client's prior, written consent.

9. Indemnity

9.1 The Client shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services, provided that:

a. the Client is given prompt notice of any such claim;
b. the Supplier provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
c. the Client is given sole authority to defend or settle the claim.

9.2 The Supplier shall defend the Client, its officers, directors and employees against any claim that the Client's use of the Services in accordance with this Agreement infringes any patent, copyright, trademark, database right, right of confidentiality, or any other intellectual property right in any jurisdiction and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

a. the Supplier is given prompt notice of any such claim;
b. the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
c. the Supplier is given sole authority to defend or settle the claim.

9.3 In the defence or settlement of any claim, the Supplier may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this

Agreement on 2 Business Days' notice to the Client and refund the Subscription Fees paid on a pro-rata basis.

9.4 This Clause 9 states the Client's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and Sub-Contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10. Limitation of liability

10.1 Except as expressly and specifically provided in this Agreement:

a. the Client assumes sole responsibility for results obtained from the use of the Services by the Client, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Supplier by the Client in connection with the Services, or any actions taken by the Supplier at the Client's direction;
b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and
c. the Services are provided to the Client on an "as is" basis.

10.2 Nothing in this Agreement excludes the liability of the Supplier for death or personal injury caused by the Supplier's negligence; or for fraud or fraudulent misrepresentation.

10.3 Subject to Clauses 10.1 and 10.2:

a. the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
b. the Supplier's total aggregate liability in contract (including in respect of the indemnity at 9.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid during the period of twelve (12) months immediately preceding the date on which the claim giving rise to the liability arose.

11. Term and termination

11.1 The Agreement shall commence on the Effective Date and shall continue for the Subscription Term unless otherwise terminated as provided in this Clause 11.

11.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

a. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
b. the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
c. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
d. there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

11.3 On termination of this Agreement for any reason:

a. all licences granted under this Agreement shall immediately terminate and the Client shall immediately cease all use of the Services;
b. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. General

12.1 Force majeure: The parties shall have no liability to each other under this Agreement if either party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Client, Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, pandemic, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (Force Majeure Event), provided that the other party is notified of such an event and its expected duration.

12.2 Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.3 Waiver: No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.4 Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

12.5 Entire agreement: This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.6 Assignment: The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

12.7 No partnership or agency: Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other.

12.8 Third party rights: This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.9 Notices: Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

12.10 Governing law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).