



Focal Fact

Members Consulting Terms and Conditions

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Background

- A. Focal Fact owns a Membership Platform on which Members who are knowledgeable of various activities, industries, services, etc. (“Subject Areas”) will communicate their insights with third parties (“Clients”) interested in such areas, subject to the Members confidentiality and regulatory obligations.
- B. Member’s sign up to the Membership Platform and Focal Fact facilitates the Member’s to provide information to Clients through Projects for a fee.
- C. Members may also be eligible to take part in other activities with Focal Fact, including:
 - i. Training,
 - ii. Seminars with Clients and other Members
 - iii. Member referral program

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:



1 Interpretation

1.1 Definitions

- 1.1.1 "Applicable Laws" means all laws, rules and regulations which impose legal, regulatory or other requirements, as amended, in respect of the Services;
- 1.1.2 "Client" - means the person, company or other body or organisation purchasing the Project from Focal Fact.
- 1.1.3 "Confidential Information" means, in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with these Terms & Conditions;
- 1.1.4 "Content" - materials, regardless of format, uploaded to a Focal Fact website, or otherwise provide to a Client or to Focal Fact, whether orally or in writing,
- 1.1.5 "Document" means anything in which information of any description is recorded, and a copy of a document means anything onto which information recorded in the document has been copied by any means, whether directly or indirectly;
- 1.1.6 "Data Protection" or "DP" means the Data Protection Act 1998, GDPR etc.;
- 1.1.7 "Intellectual Property Rights" or "IPR" means any patent, copyright, registered or unregistered design right, database right, trade secret, registered or unregistered trade mark, rights in relation to confidential information or any other intellectual property rights or analogous rights in any part of the world;
- 1.1.8 "Member" – An living person registered on the Membership Platform. The following entities are prohibited: body corporate, unincorporated association, partnership or other legal entity.
- 1.1.9 "Membership Platform" – Focal Fact website application to register Members, record Member data, permit Client's to review and choose a Member, select a Service for Client to receive information from the Member.
- 1.1.10 "Member Profile" – Information provided by the Member or gathered from 3rd parties and stored on Focal Facts Membership Platform.
- 1.1.11 "Project" – Performance of a Service
- 1.1.12 "Services" – Activities including telephone meetings, reports, face to face meetings. approved through Focal Fact or its systems
- 1.1.13 "Subject Areas" – As defined in "Background" section A.
- 1.1.14 "Term" these Terms & Conditions will remain in force until terminated in compliance with clause 9 Termination;
- 1.1.15 "Terms & Conditions" these Terms & Conditions, schedules and amended in accordance with the Terms & Conditions from time to time.

1.2 In these Terms & Conditions a reference to:

- 1.2.1 a Schedule is a reference to a schedule to these Terms & Conditions;
- 1.2.2 a clause or a paragraph is a reference to a clause of these Terms & Conditions (other than the Schedules) or a paragraph of the relevant Schedule;
- 1.2.3 either party or the parties includes its or their respective successors in title and permitted assignees;
- 1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended, re-enacted or extended at the relevant time, and includes any corresponding statute or provision of a statute replacing that statute or provision.

1.3 In these Terms & Conditions:

- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 words importing any gender include any other gender;



- 1.3.3 "writing", and any similar expression, includes a reference to any communication effected by electronic mail but not text messages;
- 1.3.4 "these Terms & Conditions" means these Terms & Conditions and the attached Schedules, as amended or supplemented at the relevant time; and
- 1.3.5 where an expression is qualified by one or more examples preceded by the word "including", it shall not limit the general scope of that expression.
- 1.3.6 the headings are for convenience only and shall not affect its interpretation.



2 Member's Obligations

- 2.1 During these Terms & Conditions the Member shall be an independent contractor and not the employee or agent of the Client or Focal Fact. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The Member and any authorised agents of the Member are not and shall not hold themselves out to be servants or agents of the Client or Focal Fact. Including
 - i. Engaging with third parties in relation to the Project without written consent from Focal Fact.
 - ii. Disclosing the name of the Client to third parties.
- 2.2 During Member's membership of the Focal Fact Membership Platform, they agree to act in a professional manner, with due skill, care and diligence, and in accordance with applicable rules and regulations and these Terms & Conditions.
- 2.3 During Member's membership, they shall honour their confidential agreements with third parties and/or regulatory restrictions which limit the information they can share with Clients, Members or Focal Fact.
- 2.4 All Member communications with the Client must be via Focal Fact and limited to the scope of the Project. At no time is the Member permitted to share their direct contact details with the Client. The Member acknowledges unauthorised direct contact with the Client will release Focal Fact from any obligation to pay them for such contact, even if such contact is because of a previous Project.
- 2.5 Members shall not give investment advice to Clients through a Project or Focal Fact systems.
- 2.6 Members who are barristers, solicitors or equivalent shall not give legal advice to Clients through Projects or other Focal Fact systems. Information given to Clients through a Project or Focal Fact system will not be legally privileged.
- 2.7 Members agree to accept payment from Focal Fact as full and final settlement for Projects and shall not accept any direct payments from Clients without written consent from Focal Fact.
- 2.8 The Member Profile must contain the following minimum information: Member's current employment status, contact details, areas of knowledge and their work experience for the previous three years. Work experience to be updated as it changes. In addition to the information provided in the Membership Platform, Focal Fact or its Clients may require additional information to assess the Member's suitability to consult on a topic. This information may also be added to their Member Profile. Focal Fact may update the Member Profile with information provided by the Member or sourced from third parties. The Member is responsible for ensuring their Member Profile is correct and will be given access to the Membership Platform to update it. The Members agrees to assist with any requests by Focal Fact to corroborate the information stored under the Member's Profile.
- 2.9 The Member acknowledges they cannot accept a Project unless their Member Profile is correct and up to date. The Member acknowledges the Client and Focal Fact are reliant on the information in the Member Profile.
- 2.10 The Member is not entitled to assign or subcontract their services to any third party without the written consent of Focal Fact.
- 2.11 Should the Member be concerned about their ability to comply with the provisions of these Terms & Conditions then they should immediately terminate their membership and inform Focal Fact.



3 Focal Facts Obligations

- 3.1 Focal Fact shall make payment to the Member in accordance with clause 4 "Payment".

4 Payment

- 4.1 Payments will be based on the applicable rate in the Member Profile upon Project acceptance unless otherwise agreed in writing by Focal Fact or as specified at Project commencement.
- 4.2 Unless otherwise agreed in writing by Focal Fact or confirmed in writing at Project commencement, the Member is only permitted to charge for time working with the Client, this excludes such activities as wait time, preparation time, time assigned to a Project where the Client does not attend.
- 4.3 Where the Member commences a Project but subsequently terminates participation in order to meet the terms of these Terms & Conditions, the Member is entitled to submit a request for payment for the time spent on the consultation with the client prior to terminating participation.
- 4.4 The Member shall assist Focal Fact with any investigation into any potential or alleged breaches of these Terms & Conditions and/or Applicable law by any party.
- 4.5 The Member is responsible for ensuring their payment details are correct on their Member Profile. Focal Fact will have no further obligation to pay the Member once payment is made to the designated Bank Account in the Member Profile where the Member provided those bank account details.
- 4.6 Unless otherwise agreed in writing the Member will request payment through the Membership Platform within 30 days of completion of the Project.
- 4.7 Payment to Members is contingent on receipt of post-project attestations where applicable.
- 4.8 Payments to Members is contingent on resolution of disputes received from Clients in relation to the quality of the service provided by the Member. Focal Fact will review and assess the disputed service, the Member acknowledges Focal Fact decision will be binding on the Member.
- 4.9 Payment to Members is contingent on the Members compliance with these Terms & Conditions. Where payment has been made and violations of these Terms & Conditions are identified the Member shall reimburse Focal Fact for such payments in full.
- 4.10 The Members rate includes all fees payable including out of pocket expenses excl. VAT, Sales Tax or equivalent (VAT/Sales Taxes to be charged in accordance with relevant jurisdiction legislation). Expenses for travel, accommodation etc. may only be claimed if pre-approved and receipts provided as proof of payment. The Member is responsible for all other applicable taxes in accordance with the relevant jurisdiction.
- 4.11 Payment to Members will be made within 30 days of receipt of valid requests and compliance with these Terms & Conditions or as otherwise agreed in writing by Focal Fact.



5 Warranties, Representations and Undertakings

5.1 The Member acknowledges, warrants, represents and undertakes that:

- i. they have the authority and right under law to enter into, and to carry out its obligations and responsibilities under these Terms & Conditions;
- ii. they are entering into these Terms & Conditions with a full understanding of its obligations with regard to taxation, social and environmental protection and is capable of assuming and fulfilling those obligations;
- iii. that the information they enter on their Member Profile is full and accurate.
- iv. they have acquainted themselves with and shall comply with all legal requirements, Applicable Laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Member;
- v. they have taken all and any action necessary to ensure that it has the power to execute and enter into these Terms & Conditions;
- vi. none of the excluding circumstances for tenderer's or candidate's listed in Article 57 of EU Directive 2014/24/EU apply to the Member;
- vii. they own, have obtained or are able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under these Terms & Conditions and for the Client to obtain the use of for its business purposes where necessary;
- viii. they have not been convicted of a serious offence or an offense concerning deception including theft or fraud;
- ix. they have notified Focal Fact if they have been accused of any of the following i) a serious offense ii) an offense involving deception iii) theft, iv) fraud, v) breach of confidentiality or nondisclosure agreement, vi) or similar action. The Member to provide full details of same where the law permits.
- x. they have not been successfully prosecuted for i) theft, ii) fraud, iii) breach of a confidentiality or non-disclosure agreement, breach of fiduciary duty, iv) or similar action.
- xi. they have not been subject to an order in relation to an allegation of fraud, a breach of securities laws or deceptive actions by a court or any national or state regulator, including 'The European Securities and Markets Authority' (ESMA), Financial Industry Regulatory Authority (FINRA).
- xii. they have not been named on the E.U. Consolidated list of sanctions or similar list by the E.U., U.S., other nation or NGO.
- xiii. they are in compliance with these terms & conditions and applicable Client polices. Furthermore, if required, the Member will attest their compliance after the Project has been completed, such attestations may include, confidential information has not been disclosed from another party to the Client (or other Member), the Member did not receive non-public information from the Client.
- xiv. If the Member is an employee or director of a company, they will not without the prior written consent of Focal Fact do any of the following (i) participate in Projects or Platform Activities about that company, or (ii) participate in Projects or Platform Activities for Client's who maybe a competitor of the company.
- xv. If a Member's status changes in relation to the above Warranties, Representations and Undertakings, they will notify Focal Fact as soon as possible but in no case more than 2 working days.



6 Remedies

- 6.1 The Member will indemnify and keep indemnified Focal Fact and its agents in respect of any losses, costs, damages, claims and/or expenses incurred by Focal Fact due to any claims by any Third Parties arising out of content provided by the Member. This indemnity will survive the termination or expiry of this Agreement.
- 6.2 To the full extent permitted by law, Focal Fact shall not be liable to the Member or any other party for any losses, costs, damages, claims and/or expenses how so ever caused The Member indemnifies Focal Fact against all such claims. The Member shall be responsible for proceedings or negotiations in connection with any such claim and shall be solely responsible for the associated legal costs.

7 Intellectual Property Rights (IPR)

- 7.1 Pre-existing IPR means all IPR existing prior to the date the Member is first engaged in a Project and all IPR in any materials, acquired or developed by or for the Member or Client independently of these Terms & Conditions. The Member grants to the Client and/or Focal Fact a perpetual, royalty-free, worldwide, transferable, non-exclusive licence to use the Member's Pre-existing IPR included in the Project content. Save as expressly set out in this clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- 7.2 All IPR title and interest in all reports, data manuals and/or other developed, produced or created for the purposes of a Project (collectively "the Project Materials") (or any part or parts thereof) shall vest in the Client and/or Focal Fact on creation and the Member so acknowledges and confirms. For the avoidance of doubt the Member hereby assigns all Intellectual Property Rights, title and interest in the Project Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in the Project Materials to the Client and/or Focal Fact absolutely and free from all liens, charges, options, encumbrances and third party rights therein.
- 7.3 The Member shall waive or procure a waiver of any moral rights subsisting in copyright Project Materials.
- 7.4 The Member agrees to execute all such documents and do all such further acts as may be necessary to perfect the Client's and/or Focal Fact's title to the IPR that it has the right to obtain under this Clause 7 at the Client's or Focal Fact's expense.
- 7.5 Upon the completion of the Project for whatever reason, the Member shall immediately deliver up to the Client all the Materials prepared up to the date of completion.
- 7.6 The provisions of this clause 7 will survive the expiration or termination of these Terms & Conditions for any reason



8 Confidentiality

8.1 Information received by a Member during a Project

The Member shall hold confidential all information, documentation and other material received, provided or obtained arising from their participation in these Terms & Conditions (“Confidential Information”) and shall not disclose same to any third party except to the extent required by law.

The Member agrees unauthorised third parties shall not be permitted to join consultations with client’s, nor shall the member record consultations in any format. Focal Fact will have the sole authority to authorise third parties. Third parties may only be authorised by written consent.

8.2 Information received by a Member from third parties

The Member may have/receive confidential information from third parties, including, their employer, other Clients of Focal Fact, other Members of Focal Fact, regulatory investigations, investment reports. The Member shall not disclose such confidential information to Clients during Projects.

8.3 Interaction with third parties during a Project

The Member agrees to

- a) advise any third party that they are not seeking, and do not want, any confidential information, including material non-public information, and that she must comply with her existing obligations to any third parties, including past or present employers and;
- b) Not to solicit information that they believe the third party, if they were a Member, could not disclose under these Terms & Conditions

8.4 Focal Fact may update their rules and policies regarding Confidentiality in order to comply with client and regulatory requirements. The Member agrees to follow such rules and policies of which they have been notified.

9 Term & Termination

9.1 These Terms and Conditions shall commence on the Date the Member agrees to these Term & Conditions when registering on the Membership Platform and shall continue until the Member or Focal Fact terminate the membership.

9.2 Either party may terminate membership via the Membership Platform at any time on 7 days’ notice, subject to the Member completing any projects to which they have committed before the termination notice was issued.

9.3 The Member must terminate a Project immediately if the Client uses or attempts to use the Project to influence the Member in relation the Client’s or a third party’s products and/or services. The Member must notify Focal Fact forthwith of such Project Terminations.

9.4 The termination of these Terms and Conditions for any reason shall not affect any accrued right or liability of either party arising under these Terms and Conditions and shall not affect any other right or remedy of either party.



10 Non-Exclusivity

- 10.1 The Member may provide similar services to other parties providing they comply with these Terms & Conditions.
- 10.2 The Focal Fact Membership Platform will have a number of Members, some of whom may have the same or similar qualifications and experience to the Member.
- 10.3 Membership does not constitute a commitment regarding the quantity of Projects the Member will receive, nor does it require their automatic acceptance of Projects offered to them.

11 Conflicts, Registerable Interests and Corrupt Gifts

- 11.1 Any actual or potential conflict of interest on the part of a Member or their authorised agent(s) must be fully disclosed to the Client and Focal Fact as soon as the actual or potential conflict is or becomes apparent. The Member must withdraw from any Project in which they suspect there is a conflict of interest and notify Focal Fact immediately. The Member may not resume contact with the Client until such time that it has been definitively clarified no conflict exists. Focal Fact will have the final decision whether a conflict exists.
- 11.2 The Members shall comply with the Ethics in Public Office Act, 1995 (as amended) and equivalent legislation in the Member's and Client's jurisdictions.
- 11.3 The Member shall comply with the Prevention of Corruption Acts, 1889 to 2005 (as amended) and equivalent legislation in the Member's and Client's jurisdictions.

12 Non-Solicitation

- 12.1 For a period of 9 months following the Member's most recent Project with a Client and where Focal Fact introduced the Client to the Member, the Member shall not engage in any service which is in direct or indirect competition to Focal Fact, without the written consent of Focal Fact.
- 12.2 During the Member's membership and for a period of 9 months thereafter the Member shall not employ or offer employment to any of Focal Fact's employees, other Members or the Client's employees, where Focal Fact first introduced the Member to same, without Focal Fact's prior written consent.



13 Data Protection and Security

13.1 Members Personal Data

Refer to Focal Facts Privacy Notice for Members for details of how Member's personal data will be managed.

13.2 Personal Data received by Member in course of a Project

- A. In these Terms & Conditions the following terms shall have the meanings respectively ascribed to them:

"Data" means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent Members and/or Sub-Members) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under these Terms & Conditions and includes any Personal Data;

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland.

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

- B. The Member shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client or Focal Fact is the Data Controller and the Member is the Data Processor in respect of Data which is Personal Data. Schedule B sets out the scope, nature and purpose of Processing by the Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 13.2B, the Member shall, in relation to any Personal Data processed in connection with the performance by the Member of its obligations under these Terms & Conditions:
1. process that Personal Data only on the written instructions of the Client or Focal Fact;
 2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);



3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;
 - a) appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - b) the data subject has enforceable rights and effective legal remedies;
 - c) The Member complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) The Member complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- E. The Member shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Member shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Member shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Member shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of these Terms & Conditions unless the Member is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Member to store the Personal Data.
- I. The Member shall permit the Client, the Office of the Data Protection Commissioner or other supervisory authority for data protection, and/or their nominee to conduct audits and or inspections of the Member's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Member in any way for the provision of the Services. The Member shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.
- J. The Member shall fully comply with and implement policies which are communicated or notified to the Member by the Client from time to time.
- K. The Member shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13.2 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.
- L. The Member shall:
 - a) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 - b) ensure that a back-up copy of any and all such Personal Data is made and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 - c) in such an event and if attributable to any default by the Member or its agents, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.



The Client does not consent to the Member appointing any third-party processor of Personal Data under these Terms & Conditions

- M. Save for clauses 13.2B, 13.2C, 13.2D(4) and 13.2E, all the obligations on the Member in this clause 13.2 relating to the processing of Personal Data shall apply to the processing of all Data.
- N. The provisions of this clause 13.2 shall survive termination and or expiry of these Terms & Conditions for any reason.

14 Miscellaneous

14.1 Announcements

The Member shall not issue or make any public announcement or disclose any Information regarding Clients outside of the information published on the Focal Fact website unless prior to such public announcement or disclosure it furnishes Focal Fact with a copy of such announcement or information and obtains the prior written consent of Focal Fact. However, no Party shall be prohibited from issuing or disclosing such information if it is necessary to comply with any applicable law or regulations, subject to the information first being disclosed to Focal Fact where the law permits.

14.2 Client monitoring

The Member acknowledges and consents to the Client having any number of participants in meetings, consultations and conference calls. The Member acknowledges that Client participants may or may not be made known during such consultations.

14.3 Survival of Certain Provisions

The provisions of the following sections i) Member's Obligations, ii) Warranties, Representations and Undertakings, iii) Intellectual Property Rights, iv) Confidentiality, iv) Conflicts, Registerable Interest and Corruption, v) Non-Solicitation, vi) Data Protection & Security and vii) Governing Law shall survive termination and or expiry of these Terms & Conditions for any reason.

14.4 Disputes

Before either party initiates a lawsuit against the other relating to a dispute or claim under these Terms & Conditions or submits a matter to arbitration, the parties agree to work together in good faith to resolve between them all disputes and claims arising out of, or relating to, these Terms & Conditions, the parties' performance under it, or its breach. To this end if after informal discussions have failed to resolve a dispute or claim within a reasonable period of time (not to exceed thirty (30) days), either party can request that each party designate an officer or other management employee with authority to bind the party to meet in good faith and attempt to resolve the dispute or claim. Such officers or management employees shall meet within a reasonable period of time, not to exceed thirty (30) days. This provision, however, shall in no way be interpreted as a waiver of either party's right to seek other relief in law or in equity or ability to seek immediate injunctive relief. In the absence of agreement, disputes shall be referred to the arbitration of a person to be mutually agreed upon in accordance with and subject to the provisions of the Arbitration Acts 1954 and 1980 or statutory modification thereof in force.

14.5 Severability

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

14.6 Waiver



No failure or delay by either party in exercising any of its rights under these Terms & Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms & Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.7 Entire Agreement

The parties agree that the information provided on the Focal Fact Membership Platform during the onboarding process and these Terms & Conditions and associated schedules form the entire agreement between the Member and Focal Fact and shall take effect in substitution for and supersede all previous undertakings and agreements between the parties.

No alteration of any kind may be made to these Terms & Conditions unless agreed in writing by both parties.

14.8 Governing Law

These Terms & Conditions shall be governed and construed in all respects in accordance with the laws of Ireland, and the parties agree to submit to the exclusive jurisdiction of the Irish courts.



15 Schedule A: Charges

During the onboarding process the rates will be entered by the Member on the Focal Fact Platform. These rates may be varied in agreement with Focal Fact subsequently. However, any change to rates will not apply to previously confirmed Projects.

16 Schedule B: Data Protection

The Member may have access to Personal Data during a Project. Depending on the nature of advice and the business of the client.

1. Client personnel contact Details

Name, Email, Phone number.

The Member will only use these details for the Project and no other purpose.

2. Other personal data

Access to other personal data will be incidental. The Member may view the data on the client's systems if the client permits. The Member does not have consent to copy, record, etc. the data to its own systems.