

# Norivane Business Services Terms & Conditions

## Part A — General Terms

### 1. About these Terms

These Terms apply where a business customer purchases Services from Norivane Limited, company number 09122998 with its registered office being at 30 Cuxton Close, Nottingham, England, NG8 6LQ ("Norivane"). The Service Offer, these General Terms and the applicable Product Schedule together form the Contract.

The Service Offer is the email or other written communication issued by Norivane that describes the Services being offered and states or links to the applicable fees, payment arrangements, commencement provisions, duration, timetable, Product Schedule and version of these Terms.

If there is an inconsistency: (a) the Service Offer prevails in relation to the commercial terms expressly stated in it; (b) the applicable Product Schedule prevails over these General Terms in relation to product-specific scope, delivery and service conditions; and (c) these General Terms apply in all other respects.

A provision in the Service Offer changes the standard position only to the extent expressly stated. All other provisions of the Contract remain unaffected.

### 2. Business customers only

The Client confirms that it contracts wholly or mainly for purposes relating to its trade, business, craft or profession and that the person accepting the Contract has authority to bind the named business. Norivane may request evidence of identity, authority or business status and may suspend onboarding until it is reasonably satisfied.

### 3. Contract formation

A discussion, call or other preliminary communication does not by itself create a binding Contract unless Norivane expressly confirms otherwise in writing. Any indication during such a discussion that the Client wishes to proceed is subject to Norivane issuing a Service Offer.

The Service Offer constitutes an offer by Norivane to provide the described Services on the terms identified in it.

By completing the payment or payment-authorisation process through the payment link contained in the Service Offer, the Client: (a) accepts the Service Offer, these Terms and the applicable Product Schedule; (b) confirms that it has had an opportunity to read and retain those documents; (c) confirms that it contracts wholly or mainly for business purposes; and (d) confirms that the person making or authorising payment has authority to bind the Client.

The Contract is formed when the payment provider records either: (a) successful receipt of the full payment or first payment required by the Service Offer; or (b) where the Service Offer expressly permits acceptance by setting up a payment mandate without an immediate charge, successful establishment of that mandate.

Norivane will then send the Client a confirmation email containing or linking to the accepted Service Offer, applicable Product Schedule and version of these Terms. The confirmation email records the Contract already formed and is not a separate acceptance requirement.

If the required payment attempt or mandate setup is declined, cancelled before completion or otherwise unsuccessful, no Contract is formed unless Norivane expressly confirms otherwise in writing. A later payment reversal, chargeback or cancellation of a mandate does not undo a Contract already formed; it is dealt with as non-payment under clause 9.

Norivane will preserve the Service Offer, the applicable document versions, the payment or mandate record, the date and time of acceptance and a unique transaction or contract identifier.

### 3.1 Scope Confirmation

During onboarding, Norivane may issue a Scope Confirmation recording objectives, priorities, requested inputs, participants, timetable, working channels and delivery particulars within the purchased scope. It does not vary the Contract. A genuine commercial change requires a signed Variation under clause 20.

## 4. Services and standard of care

Norivane will provide the Services with reasonable care and skill, using professional judgement and the information reasonably available. Timings are estimates until Norivane confirms information sufficiency. Norivane may use suitably qualified personnel and contractors and remains responsible for contractors it engages in delivering the Services.

## 5. Advisory boundary and Client responsibility

Norivane provides analytical, strategic and advisory services. It does not assume management, implementation, directorship, fiduciary duty, delegated authority or operational ownership. The Client remains responsible for decisions, implementation, compliance and obtaining legal, tax, accounting, investment, corporate-finance or other regulated advice where appropriate. No output guarantees a valuation, sale, funding, buyer response, transaction outcome, tax result or operational improvement.

## 6. Client preparation and cooperation

The Client must provide timely, accurate and complete information, access, attendees, decisions and permissions reasonably requested; nominate a responsible contact; review outputs within any applicable review window; and tell Norivane promptly about material changes or known errors. Norivane may rely on the nominated contact for operational instructions but not for a contractual variation unless that person is authorised to bind the Client.

### 6.1 Information classification

Each requested item must be classified as: (a) Provided; (b) genuinely Not Available, with a short explanation; or (c) N/A, with a reason. Silence, placeholders and “to follow” are not sufficient completion. Delivery dates become firm only after Norivane confirms that the required information is sufficiently complete.

## 7. Late, incomplete or inadequate information

If Client information or cooperation is late, incomplete, inconsistent or inadequate, Norivane may identify the gap, request clarification, state assumptions, defer or reschedule affected work, pause the Services, revise dates or quote for demonstrable additional work or reserved capacity. Norivane will give written notice of the gap, its material effect, the cure date and the proposed consequence. Client delay does not restart or automatically extend a fixed term.

### 7.1 Additional charge rate

Where Client delay, incomplete information or a requested change creates work outside the agreed scope, Norivane may offer to undertake that additional work at £235 per hour plus VAT, or provide a separate fixed-fee quotation.

No additional charge will be incurred unless Norivane has explained the reason for it and the Client has approved the additional work and applicable charge in writing. This does not affect any rescheduling or late-cancellation charge stated in the Service Offer or applicable Product Schedule.

## 8. Meetings, communications and records

Meetings are held through Google Meet and are recorded and/or transcribed by default after advance notice. Norivane may use an appropriate provider, initially likely Gemini or Notion, and retain meeting records on Norivane systems for the period stated in its Privacy Policy. A required exception must be agreed before the meeting. Marketing use requires separate, voluntary approval.

### 8.1 Authoritative channels

Email is initially authoritative for notices, approvals, deliverables and material decisions. The Norivane app may replace or supplement email once operational and expressly designated. Telegram is a convenience/status channel only and must not be used for formal notices, contractual changes, authoritative approvals or sensitive uploads. Material Telegram decisions must be confirmed in the authoritative channel.

## 9. Fees, VAT and payment

The Client must pay or authorise payment of the fees, VAT and any deposit, onboarding fee or other charge stated in the Service Offer.

Before issuing a Service Offer, Norivane may, in its absolute discretion, determine the fees, payment structure, instalment amounts, payment dates, advance-payment requirements, deposits, onboarding charges, discounts, introductory terms and other commercial conditions it is prepared to offer. Norivane may withdraw or replace a Service Offer at any time before it is accepted. A Service Offer may state an expiry date, after which it cannot be accepted without Norivane's written agreement.

Unless the Service Offer states otherwise, payments must be made in advance and in cleared funds, and Norivane is not required to begin onboarding, commence the Services or provide Services for a payment period until the relevant amount has been received. Where a fixed fee is payable by instalments, the instalments are a payment arrangement for that fixed fee and do not create a monthly cancellable service.

If a payment, instalment or other amount is not received when due, or is subsequently reversed or charged back, that amount remains due. Norivane may withhold commencement or suspend the affected Services until all overdue amounts are received in cleared funds, and may charge statutory interest and reasonable recovery costs on overdue business debts. The cancellation of a recurring-payment authority does not cancel the Contract or remove the obligation to pay amounts falling due.

A payment-related delay or suspension does not extend a fixed term or release the Client from its payment obligations, except where the Contract expressly provides otherwise or Norivane agrees a written concession. Once a Service Offer has been accepted, its fees and payment obligations may be changed only in accordance with clause 20.

## 10. Rescheduling and cancellation

The Client may request rescheduling through the authoritative channel. The standard notice period and consequence are those stated in the applicable Product Schedule or Service Offer. Norivane may exercise narrow, documented discretion for a genuine emergency. No refund is due for reserved capacity or completed work merely because the Client cancels, fails to attend or delays, subject to clause 18 and any non-excludable rights.

## 11. Delivery, review and acceptance

Norivane will issue each deliverable through the authoritative channel with a version identifier. Delivery occurs at the event stated in the applicable Product Schedule or Service Offer.

A review window applies only where the applicable Product Schedule or Service Offer expressly provides one. During that window, the Client must identify any factual error or material non-conformity with the agreed scope in reasonable detail. Norivane will consider timely, specific points and, where appropriate, issue a corrected or confirmed final version. Differences of opinion, methodology, professional judgement, assumptions or recommendations do not by themselves amount to factual error or material non-conformity.

Where no review window applies, the deliverable is treated as delivered and complete when it is issued through the authoritative channel. Where a review window applies, the included review process ends when Norivane issues a corrected or confirmed final version or the window expires without a timely, specific notification. Completion does not waive fraud, latent defects, non-excludable rights or provisions intended to survive.

## 12. Reliance and third parties

Deliverables are prepared solely for the Client, for the purpose stated in the Service Offer, from Client-supplied information, public benchmark data and stated assumptions. No third party may rely on them without Norivane's express written consent. The Client must not present a Valuation Benchmark as a formal valuation opinion or use any output for an undisclosed regulated or third-party reliance purpose.

## 13. Introductions, fractional support and commissions

A contractor introduced by Norivane contracts directly with the Client unless otherwise agreed. The contractor deals directly with the Client by default. Any Norivane liaison, guidance or discussion with that contractor is additional support only where requested by the Client and separately agreed in writing as to scope and fee. Norivane does not endorse or guarantee a contractor's work and is not responsible for a contractor engaged directly by the Client.

### 13.1 Disclosures

Matthew will disclose relevant referral relationships, conflicts and any proposed benefit in accordance with applicable ICAEW ethical requirements before the introduction or reliance. Norivane will not accept commission from a contractor until the legal and ethical position has been clarified. The Client remains free to select another provider.

## 14. Confidentiality

Each party must keep the other's Confidential Information confidential, use it only for the Contract and disclose it only to personnel, professional advisers and contractors who need it and are bound by suitable obligations. This does not apply to information lawfully public, already known without restriction, independently developed or lawfully received from another source. A party may disclose where legally required after giving notice where lawful. Norivane may use non-identifying general knowledge and reusable improvements that do not reveal Client Confidential Information. These obligations survive for five years, and indefinitely for trade secrets and personal data while protected by law.

## 15. Data protection

Each party will comply with applicable data-protection law. For ordinary account, relationship, service administration, quality, security and legal-compliance processing, each party acts as an independent controller. Where Norivane processes personal data solely on the Client's documented instructions, Schedule 5 applies and forms the required processing terms. The Privacy Policy supplements this clause but does not reduce the Contract.

### 15.1 AI-supported processing

The Client authorises Norivane to access, review and analyse Client Materials as reasonably necessary to provide the Services, using Norivane personnel, contractors engaged by Norivane and the approved AI-supported systems and providers described in Schedule 5 or Norivane's current processor list.

The Client confirms that it is entitled to provide the Client Materials and has given any notices and obtained any permissions required for Norivane to process them as contemplated by the

Contract. The Client must not provide personal, confidential or restricted information that is unnecessary for the Services, and must not provide special-category or criminal-offence data unless expressly agreed in writing in advance.

Norivane will keep its provider, confidentiality, training, retention, residency and international-transfer information under review and make current information available through its Privacy Policy or processor list.

## 16. Intellectual property

The Client retains ownership of Client Materials. Norivane retains all rights in its background and reusable IP, including methodology, software, database structures, templates, scoring logic, prompts, workflows and reusable improvements. Once all applicable fees are paid, Norivane grants the Client a perpetual, non-exclusive, non-transferable licence to use paid deliverables internally, including through employees and professional advisers. The Client must not resell, publish, sublicense, reverse engineer, extract models or methods, train competing systems on, or commercially exploit Norivane IP without written consent.

## 17. Liability

Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Neither party is liable for indirect or consequential loss, or loss of profit, revenue, opportunity, goodwill or anticipated savings, except to the extent such exclusion would be unreasonable or unlawful. The Client remains responsible for decisions and outcomes based on the Services.

### 17.1 Product caps

For a Strategic Review, Saleability Diagnostic or Valuation Benchmark, Norivane's aggregate liability arising from the affected product is capped at the total fee paid or payable for that product.

For the BIP, Norivane's aggregate liability is capped at the amount expressly stated in the Service Offer. If the Service Offer does not state a separate BIP cap, the cap is the total BIP Fee paid or payable under that Service Offer.

Each cap applies in aggregate across contract, tort, negligence, misrepresentation, restitution and otherwise, subject to clause 17 and any applicable statutory reasonableness requirement.

## 18. Suspension and termination

Either party may terminate for a material breach not cured within 14 days after written notice, or immediately for an irremediable material breach, insolvency event or unlawful performance. Norivane may suspend Services for overdue sums or material Client non-cooperation after reasonable notice.

Unless the Service Offer expressly permits cancellation for convenience, the Client has no right to end a fixed-term Contract merely because it no longer wishes to continue. If Norivane terminates a fixed-term Contract for the Client's uncured material breach, or the Client purports to cancel without a contractual right, instalments forming part of the agreed fixed fee remain payable on their original due dates and are not automatically accelerated. Norivane will give credit for direct costs it demonstrably avoids as a result of not completing the affected Services.

If Norivane materially fails to deliver an affected Service and does not cure that failure within a reasonable revised period after written notice, the Client may terminate that undelivered Service and receive a refund of fees paid specifically for the part not delivered. Termination does not affect accrued rights or amounts already due.

### 18.1 Exit

On termination or expiry, the Client must pay undisputed sums due; each party must follow applicable return/deletion duties; and clauses concerning confidentiality, data, IP, reliance, liability, accrued payment and dispute resolution survive. The Client's paid-up internal-use licence survives.

## 19. Feedback and publicity

Factual feedback and acceptance records required by a Product Schedule form part of delivery. Testimonials, case studies, names, logos, quotations and marketing participation are voluntary and require separate, specific approval. Refusal does not affect the Services. Approval may be withdrawn prospectively, without requiring withdrawal of material already lawfully distributed where removal is impracticable.

## 20. Satisfaction Guarantee

In addition to the review and correction rights above, if within 14 days of Pack delivery the Client does not consider the Strategic Review Pack to have provided clear and useful direction, Norivane will refund the Review Fee on request. This guarantee applies once per Client and does not apply where the Client has not provided the required inputs in good faith or has materially misrepresented the business.

## 21. Changes to the Contract

Before acceptance, Norivane may withdraw or replace a Service Offer, including its fees, payment arrangements, timetable, duration and other commercial terms, in its absolute discretion.

After the Contract has been formed, a change to the price, payment obligations, term, core scope, intellectual-property rights, liability, cancellation rights or another substantive contractual right is effective only if recorded in a written Variation agreed by authorised representatives of both parties.

Norivane may nevertheless make a written concession that solely benefits the Client, including reducing or waiving an amount, extending a payment date or allowing a more flexible payment arrangement. Such a concession does not alter any other part of the Contract or create a continuing entitlement, waiver or precedent.

A Scope Confirmation, Improvement Plan, Improvement Tracker entry, informal discussion, Telegram message, silence or failure to enforce a right does not vary the Contract.

## 22. General

Neither party may assign the Contract without the other's consent, not to be unreasonably withheld, except Norivane may assign to a successor to its business. Norivane may subcontract while remaining responsible for its obligations. Neither party is liable for delay caused by events beyond reasonable control, provided it gives notice and mitigates. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion under this clause does not affect the validity and enforceability of the remainder of the Contract. No waiver is effective unless clear and written. The Contract is the entire agreement, subject to fraud. No third party has rights under the Contracts (Rights of Third Parties) Act 1999. Notices are sent to the Service Offer addresses and treated as received on the next Business Day after email transmission absent a delivery failure. This Contract and any dispute or claim, including any non-contractual dispute or claim, arising out of or in connection with it, its subject matter or its formation are governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.

## Part B - Product Schedules

Each Product Schedule supplements the General Terms and describes the standard nature, scope, boundaries and delivery basis of the relevant product.

Any price, onboarding charge, deposit, payment option, payment date, service period, timetable, review period or other commercial particular stated in a Product Schedule is the

standard position only. Norivane may offer different commercial particulars in a Service Offer in its absolute discretion.

Once the Client accepts the Service Offer by completing the required payment or payment authorisation, the commercial particulars stated in it form part of the Contract.

## Schedule 1 - Saleability Diagnostic

### Scope

A structured buyer-style assessment based on Client questionnaire responses and supplied material. It is not a valuation, audit, due-diligence report, assurance engagement or implementation service.

### Delivery

Delivery occurs when the versioned diagnostic output is sent through the authoritative channel.

### Review and discussion

The Saleability Diagnostic is generated using AI based on the information provided by the Client. The Client is responsible for ensuring that its inputs are complete and accurate.

Following delivery, the Client may raise questions or discuss any findings during the follow-up meeting offered as part of the service. Any disagreement with the analysis, conclusions or recommendations does not affect completion or acceptance of the deliverable. The Diagnostic is treated as delivered and complete when it is sent to the Client.

### Exclusions and reliance

The output interprets structural saleability factors and may identify risks, contradictions and priorities. It does not predict a buyer, price or transaction outcome. The liability cap in clause 17.1 applies.

## Schedule 2 - Valuation Benchmark

### Nature of product

An indicative range grounded in SME transaction evidence for the Client's sector and scale. It is a benchmark starting point, not a formal valuation opinion.

## Inputs and assumptions

The output relies on Client-supplied information, public and licensed benchmark data, stated methodology and assumptions. It is not an audit or verification of the Client's financial information.

## Delivery

Delivery occurs when the versioned Valuation Benchmark, bearing its benchmark date and assumptions, is sent through the authoritative channel.

## Completion and queries

The Valuation Benchmark is generated from information supplied by the Client and provides an indicative range only. The Client is responsible for the completeness and accuracy of its inputs, which are not independently verified.

The product is treated as delivered and complete when it is sent to the Client through the authoritative channel. The Client may raise questions about the Benchmark, but any disagreement with its methodology, assumptions, indicative range or other matters of commercial judgement does not constitute an error, non-delivery or grounds for rejecting the product.

## Reliance and cap

The Benchmark is for the Client's internal planning only and must not be given to a buyer, lender, investor, tax authority or other third party as a formal valuation. The liability cap in clause 17.1 applies.

# Schedule 3 - Strategic Review

## Scope

A prepared thinking session followed by a final Strategic Review Pack. The session tests implications, priorities and realistic sequencing; it precedes the final Pack.

## Required inputs

The Client must complete the Saleability Diagnostic, participate in a guided AI conversation about how the business operates, provide three years' statutory accounts, current management accounts and the current business forecast, and attend the Strategic Review thinking session. Indicative completion times are 15–20 minutes for the Saleability Diagnostic and 20–30 minutes for the AI conversation; total pre-work should normally take approximately 40–60 minutes. The AI conversation adapts to the Client's business and informs a Norivane-reviewed assessment of genuine AI opportunities, software integrations,

process-design problems, management or accountability problems, and work that should remain human. Broader ownership, detailed financial, commercial and operational evidence is not required for the Strategic Review.

## Delivery

Attendance at the thinking session is recorded separately. Delivery and the feedback window begin only when the final versioned Strategic Review Pack is issued.

## Review and acceptance

The Client has 10 Business Days after Pack delivery to identify factual errors or material omissions against the agreed scope. Norivane will address timely, specific points, then issue a corrected or confirmed final version.

## Boundaries

The Review is advisory and does not transfer implementation or operational ownership. If it identifies more work than can reasonably be completed within a later six-month Business Independence Programme (BIP) sprint, that BIP will prioritise a realistic work programme for the sprint rather than immediately promise every identified action.

# Schedule 4 - Business Independence Programme (BIP)

## Price, term and payment

The BIP Fee purchases a six-month intensive implementation sprint. The standard BIP Fee is £27,000 plus VAT. The standard offer also includes a following twelve-month monitoring and accountability period at no additional charge. The included monitoring period remains governed by the Contract, but it is an included benefit rather than an extension of the paid sprint and does not include further implementation work. Any Onboarding Fee, commencement arrangements, available payment options and other commercial particulars are stated in the Service Offer.

Norivane may offer payment in full, payment by instalments or another payment arrangement. Unless the Service Offer expressly states otherwise, payment by instalments is a payment arrangement for the total fixed BIP Fee; it does not create a monthly contract or give the Client a right to cancel at the end of an instalment period or during the included monitoring period.

Where the Service Offer requires payment in full, the total BIP Fee must be received in cleared funds before onboarding or the BIP Services begin.

Where the Service Offer permits payment by instalments, any Onboarding Fee and the first instalment must be received in cleared funds before onboarding or the BIP Services begin. Each subsequent instalment must be received by the date stated in the Service Offer or applicable payment schedule.

If an amount is not received when due, Norivane is not required to begin or continue onboarding or the Services and may suspend performance until all overdue amounts have been received in cleared funds.

A delay or suspension caused by non-payment does not extend the six-month sprint or the included monitoring period, release the Client from the fixed-fee commitment or remove the obligation to pay the remaining instalments, except where the Contract expressly provides otherwise or Norivane agrees a written concession under clause 9.

## Scope Confirmation

After contract acceptance and payment setup, the parties record the priorities, inputs, participants, cadence and delivery particulars within the purchased scope. It cannot vary the Contract.

## Evidence requirements

During BIP onboarding and implementation, Norivane will request the broader ownership, detailed financial, commercial, operational, management and people evidence relevant to the agreed priorities and work programme.

## Improvement records

The Improvement Plan is the controlled written plan. The Improvement Tracker is the live working and evidence record. On inconsistency, the Plan prevails unless a Plan change has been expressly approved through the authoritative channel; neither record varies the Contract.

## Programme prioritisation

If the Strategic Review identifies more work than can reasonably be completed within the six-month sprint, the Scope Confirmation will prioritise the highest-value realistic work programme for the sprint. Remaining implementation work is not promised within the BIP Fee and may be addressed only through an expressly agreed variation or a later Service Offer.

## Early achievement

Early achievement during the six-month sprint creates no refund. During the included monitoring period, support focuses on bounded advisory check-ins, monitoring progress against the Improvement Plan and reasonable questions that help the Client embed and sustain the improved state. The included monitoring period contains no banked hours, further implementation work or operational delivery.

## Delays

Client-caused delay does not restart or automatically extend the six-month sprint or included monitoring period and may lead to approved additional-work or reserved-capacity charges. Norivane-caused delay is completed without an extension fee.

## Continuation following the included monitoring period

Services following expiry of the twelve-month included monitoring period require an express written agreement or a new Service Offer.

Norivane may, in its absolute discretion, offer continued support on a monthly, fixed-term, lighter-touch or other basis and may determine the applicable scope, fee, payment terms and notice period. No previous continuation arrangement, price, discount or concession creates an entitlement or precedent.

## Liability

The liability cap applicable to the BIP is the amount expressly stated in the Service Offer. If the Service Offer does not state a separate cap, the default cap in clause 17.1 applies.

# Schedule 5 - Data Processing Terms

- This Schedule applies only where Norivane processes personal data on the Client's behalf as a processor. For processing in which each party determines its own purposes and means, each party acts as an independent controller under clause 15.
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- **Processing details**
- The subject matter, duration, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in the Processing Particulars below. The Client may give further documented instructions that are consistent with the Contract.
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- **Documented instructions**
- Norivane will process Client Personal Data only on the Client's documented instructions, including the Contract, Service Offer and Scope Confirmation, unless applicable law requires otherwise. Where legally permitted, Norivane will inform the Client before carrying out processing required by law. Norivane will notify the Client if, in its reasonable opinion, an instruction infringes applicable data-protection law and may suspend the affected processing while the parties resolve the issue.
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- **Client rights and responsibilities**

- The Client determines the purposes of the processing and remains responsible for the lawfulness, fairness and transparency of its instructions and Client Personal Data. The Client must ensure that it has authority and an appropriate lawful basis to disclose the data to Norivane, has provided any required privacy information, and does not provide unnecessary personal data. The Client must not provide special-category or criminal-offence data unless this is necessary for the Services and expressly agreed in writing in advance, with appropriate safeguards.

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- **Confidentiality and security**

- Norivane will ensure that persons authorised to process Client Personal Data are subject to confidentiality obligations and will implement technical and organisational measures appropriate to the risks, taking account of the nature of the processing and available technology.

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- **Sub-processors**

- The Client gives general written authorisation for Norivane to use the sub-processors identified in the Processing Particulars or in a current processor list made available to the Client. Norivane will give reasonable prior notice of a material new sub-processor and allow the Client to object on reasonable data-protection grounds. Norivane will impose materially equivalent data-protection obligations on each sub-processor and remains responsible for its sub-processors' performance of those obligations.

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- **Assistance**

- Taking account of the nature of the processing and the information available to it, Norivane will reasonably assist the Client with data-subject requests, security obligations, personal-data-breach notifications, data-protection impact assessments and regulatory consultations. Assistance requiring material work outside the Services may be chargeable where Norivane explains the work and charge in advance and the Client approves it in writing.

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- **Personal-data breaches**

- Norivane will notify the Client without undue delay after becoming aware of a personal-data breach affecting Client Personal Data and will provide the information reasonably available to help the Client meet its legal obligations.

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- **Return and deletion**

- On termination or expiry of the relevant Services, Norivane will, at the Client's written choice, return or delete Client Personal Data processed solely on the Client's behalf, unless applicable law requires retention. If the Client does not give an instruction, Norivane may securely delete that data in accordance with the retention periods below. Data held in secure backups may remain until overwritten through the ordinary backup cycle, during which it will remain protected and will not be used for another purpose.

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- **Audit information**

- Norivane will make available information reasonably necessary to demonstrate compliance with this Schedule. Any audit must be proportionate, confidential, on reasonable notice, during normal business hours and designed to avoid unreasonable disruption. The Client will bear its audit costs and Norivane's reasonable costs unless the audit identifies a material breach by Norivane.

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- **International transfers**

- Norivane will not make a restricted transfer of Client Personal Data unless a lawful transfer mechanism and any required supplementary measures are in place. Relevant provider locations and safeguards will be recorded in Norivane's processing inventory or current processor list.

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- **Processing Particulars**

- Subject matter and duration: processing Client Personal Data to provide the Services during the Contract and for the limited post-contract periods described below.

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- Nature and purpose: collection, access, organisation, storage, analysis, transcription, summarisation, generation of advisory outputs, secure communication, support, return and deletion, including approved AI-supported processing where applicable.

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- Types of personal data: names and contact details; professional and employment information; ownership, shareholding, financial and commercial information; correspondence and meeting contributions; audio recordings and transcripts; customer, supplier and contractor information; system, process and operational information; and other personal data incidentally contained in Client Materials.

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- Categories of data subjects: the Client's owners, directors, personnel, workers, contractors, customers, suppliers, professional advisers and other individuals whose information is included in Client Materials.

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- Special-category and criminal-offence data: not intentionally requested and must not be provided unless expressly agreed in writing in advance.
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- Approved sub-processors and providers: Supabase; Google Workspace and Google Meet; Foxora.ai; OpenAI and ChatGPT; OpenRouter and model providers accessed through it; Anthropic and Claude; and Notion and Gemini where used for recording, transcription or service delivery. The current processor list and applicable transfer information made available by Norivane will govern if a provider name or service changes.
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- Retention and deletion: active working files, Client uploads, meeting recordings and transcripts will ordinarily be retained for the Contract and up to 12 months afterwards, unless the Service Offer, Privacy Policy, the Client's lawful instruction or a live dispute requires a different period. Norivane may retain contracts, Service Offers, payment and acceptance evidence, invoices, final deliverables and records reasonably required for tax, legal, regulatory or insurance purposes for up to six years after the relevant Contract ends. Personal data will be minimised or deleted earlier where it is no longer reasonably required. Secure backups are deleted or overwritten through the ordinary backup cycle.
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- Security measures: role-based access controls and least privilege; confidentiality obligations; encryption in transit and, where supported, at rest; authentication and access management; logging and monitoring where appropriate; backup and resilience measures; incident response; and proportionate supplier review.