



STANDARD TERMS & CONDITIONS

These terms and conditions (the “Standard Terms and Conditions”) are entered into as of the earliest of (a) the date the Client agrees to them through digital means, (b) the date the Client uses or receives Services, or (c) the date the Client executes a Statement of Work (the “Effective Date”) and shall remain in force for the Term unless terminated earlier in accordance with this Agreement between **TRG Arts Limited** care of Cwm, 1a High Street, Epsom, Surrey KT19 8DA (the “Company”) and the entity stated in the Statement of Work, or otherwise using or receiving the Services (the “Client”), and are the Standard Terms and Conditions referred to in a Statement of Work (as all such capitalized terms are defined below).

If there is a conflict between a provision in these Standard Terms and Conditions and any Statement of Work, the provisions of the then current Standard Terms and Conditions will prevail. These Standard Terms and Conditions are updated by the Company from time to time and made available on the Company’s website at <https://trgarts.com/termsandconditions>. The Client is advised to check the Company’s website regularly for the most current Standard Terms and Conditions

1. DEFINITIONS. Defined terms shall have the following meaning when used in the Agreement:

“Agreement” means these Standard Terms and Conditions together with each Statement of Work.

“Application” means the application made available to the Client and End Users via the Application Services as set out in the Statement of Work.

“Application Services” means the services and license the Company will provide to the Client and End Users in respect of the Application including but not limited to the provision of access to the Application through the Internet.

“Client Data” means data supplied to the Company by the Client or collected by the Company on the Client’s behalf pursuant to this Agreement.

“Company Materials” means any materials shared with the Client that includes Intellectual Property or Confidential Information of the Company and is not part of a Client-specific deliverable.

“Confidential Information” means all financial, technical, and other information regarding the Company, the Client and, for community database projects, an End User or such parties’ products or services which are marked as confidential, or if disclosed orally, is promptly confirmed in writing as being confidential, and includes but is not limited to:

- a. relevant parts of the Application and the Application Services (which shall be Confidential Information even if not marked as confidential);
- b. Intellectual Property as defined herein;

- c. oral and written information regarding any the Company inventions, software, discoveries, developments, formulas, processes, methods, trade secrets, know-how, databases, or innovations developed by or for an End User;
- d. Processed Data; and
- e. oral and written information which is used in the End User's business and is proprietary to the End User, including but not limited to financial information, market information, sales information, personnel information, and marketing strategies designated as confidential by the End User, and not generally known by those not employed by the End User.

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the Data Protection Act 2018, the EU GDPR, the UK GDPR and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the ICO and which are applicable to a party, including the Data Sharing Code.

"Data Sharing Code" the ICO's Data Sharing Code of Practice which came into force on 5 October 2021, as updated or amended from time to time.

"Data Subject Request" means a request made by an individual to exercise any rights afforded them under the Data Protection Laws in connection with Personal Data processed pursuant to this Agreement.

"End User" means an organization of the Client that the Client designates as eligible to receive Application Services under the Agreement; or any other organization that receives Application Services.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Force Majeure" means circumstances beyond a party's reasonable control including strikes, lock-outs or other industrial disputes (other than in each case by the party seeking to rely on the event of Force Majeure, or companies in the same group as that party), failure of a utility service or transport or telecommunications network, acts of God, earthquake, natural disaster, period of national mourning, epidemic or pandemic, war, terrorism or threat of terrorism, distributed denial of service attacks or other attempted or successful cyber-attacks, riot, civil commotion, malicious damage, any law or governmental order, rule, regulation or direction, accident, fire, flood or storm.

"ICO" the Information Commissioner's Office.

"Initial Term" shall have the meaning assigned to it in the Statement of Work, or if no Initial Term is identified in the Statement of Work, a period of one (1) year beginning on the execution of the Statement of Work.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights,

rights in designs, design right, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Processed Data” means data, including Client Data, which is not, or has been processed by the Company so as to not be, Personal Data or identifiable to the Client. Processed Data may also include data collected via digital tracking technologies, which may (in combination with other information) be able to identify an individual. Processed Data is the Company’s Confidential Information.

“Renewal Term” shall have the meaning assigned to it in any relevant Statement of Work.

“Security Measures” means appropriate technical and organizational measures that prevent or are designed to prevent the accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data and which are designed to ensure a level of security appropriate to the nature, scope, context and purpose of the processing and the risks posed to the rights and freedoms of individual.

“Service Fees” means the fees charged by the Company as described in the applicable Statement of Work.

“Services” means the Application Services as well as the work which the Client requires the Company to carry out from time to time as detailed in a Statement of Work. This includes, but is not limited to, training, consultancy, and documentation as more particularly set out in the Schedules to the Statement of Work.

“Statement of Work” means an agreement governed by these Standard Terms and Conditions which has been entered into between the Company and the Client and which sets out further terms on which the Company shall:

- a. provide Services to the Client, and
- b. if applicable, provide access to one or more Applications to the Client.

“Support” means helpdesk support given by the Company via email or telephone Monday through Friday, 8:00 a.m. to 4:00 p.m., GMT (excluding holidays observed by the Company) and, in accordance with the Company’s then-current technical support to reasonably assist the Client in resolving problems encountered with the Application Services.

“Term” means the Initial Term together with any Renewal Term.

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

The terms **Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Special Category Personal Data** and **processing** shall have the meanings given to them in the Data Protection Laws.

2. SERVICES

2.1 During the Term the Company will provide the Services to the Client on the terms set out in this Agreement.

2.2 During the Term it will provide the Client with Support for the Services.

3. CONFIDENTIAL INFORMATION.

3.1 During the Term and at all times thereafter, a party shall not, without the prior written consent of the other party, disclose the terms and conditions of this Agreement or divulge any part of the other party's Confidential Information to any third party except:

3.1.1 to its employees or authorized officers who will carry out the performance of or receipt of Application Services under the Agreement;

3.1.2 to its auditors and professional advisors, a court of competent jurisdiction, governmental body or applicable regulatory authority, and the divulging party shall ensure that the persons and bodies referred to in Sections 3.1.1 and 3.1.2 are made aware before the disclosure of any Confidential Information that the same is confidential and that the divulging party owes a duty of confidence to the other party; and

3.2 The provisions of Section 3.1 shall not extend to any information which was rightfully in the possession of the receiving party prior to the Effective Date and disclosure by the disclosing party or any information which is already public knowledge or becomes so at a future date other than as a result of a breach of this Agreement.

3.3 Each party acknowledges that any breach of its obligations with respect to Confidential Information may cause the other party immediate and irreparable injury for which there are inadequate remedies at law and that the other party shall be entitled to injunctive or other equitable relief, to recovery of its attorney's fees, and to any other costs associated with any such proceeding, and to all other remedies available to it. The Client shall indemnify the Company for breaches by its End Users of the provisions contained in this Section 3.

3.4 Upon termination or expiration of this Agreement or upon request of the End User, the party in possession of the Confidential Information will take commercially reasonable steps to securely delete or dispose of such Confidential Information, including all copies thereof, excluding copies stored as part of the party's routine continuity and backup procedures.

3.5 The Company may retain and use Processed Data and aggregate it with anonymized data from third parties and it is confirmed that the retention and use of such Processed Data will not constitute a breach of Section 3.1.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 All Intellectual Property Rights belonging to a party prior to the execution of a Statement of Work shall, for the purpose of this Agreement, remain vested in that party.

4.2 The Company retains all rights, title and interest in the products of the Services including the Intellectual Property Rights in the Application (the "Products"), including any anonymized Processed Data. Subject to payment in full for the relevant Services, the Company hereby grants the Client a non-exclusive license to use the Products solely for the Client's own internal business purposes during the Term. Except as agreed herein, the Client shall not share, transfer or otherwise make the Products and/or the Processed Data available to any third party.

4.3 The Client, on behalf of itself and, as applicable, all of Client's End Users, agrees that it will not (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties):

- a. decompile, reverse engineer, disassemble, or otherwise reduce the Products to a human-perceivable form;
- b. modify, destroy, rent, lease, loan, sell, frame, mirror, republish or distribute all or any part of the Products, including any manuals or documentation;
- c. create derivative works based in whole or in part upon the Products;
- d. use the Products in any system excepting only the hardware contemplated by the Application Services;
- e. disclose to any third party any unique ideas or elements developed by the Company which are reflected in the Products, the manner by which the Application Services are used, or the content of the Application Services including manuals or documentation;
- f. assist in the build, development or marketing of competing products or services or use the Products to provide services to third parties, or
- g. knowingly permit any other firm or individual to take or perform any action that the Client has agreed not to take. The Client agrees to indemnify and hold the Company harmless from and against any loss, damage, cost, or expense incurred by the Company resulting from any modification or misuse of the Products by the Client or, as applicable, End Users.

4.4 In the event of any breach of the terms of this Agreement by a Client, the Company may terminate all licences to the Client of its Intellectual Property Rights and of the Application immediately, without prejudice to any other rights which the Company may have in respect thereof.

4.5 Nothing in this Agreement gives the Client access or rights to any Company Materials or Application Services other than those listed as Services in the Statement of Work. Save as expressly set out in this Agreement, no rights or licences are granted nor ownership transferred to the Client in any of the Intellectual Property owned by the Company.

5. REPRESENTATIONS AND WARRANTIES, DISCLAIMER.

5.1 The Company represents and warrants that

a. that the Application will function substantially in conformance with the specifications and documentation provided by the Company, and

b. that it will use commercially reasonable efforts to ensure that the Application Services provided to the Client are free of any known computer virus.

5.2 The Client, on behalf of itself and End Users, represents and warrants that it will (i) protect any applicable access credentials related to the Services and not allow same to be used by individuals for whom such credentials are not intended; (ii) provide the Company with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Company in order to provide the Services; (iii) comply with all applicable laws and regulations with respect to its activities under this Agreement; (iv) ensure that the End Users use the Services in accordance with the terms and conditions of this Agreement and that it shall be responsible for any End User's breach of this Agreement; and (v) obtain and maintain all necessary licences, consents, and permissions necessary for the Company to perform its obligations under this Agreement, including without limitation the Services.

5.3 Each party represents and warrants that it will comply with applicable law, and entering into and fully performing its obligations under this Agreement does not and will not violate any agreement or obligation existing between that party and any third party.

5.4 THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, APPLICATION, PROCESSED DATA, AND SUPPORT AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY DOES NOT WARRANT THE CLIENT'S USE OF THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. The Company does not warrant the Application or Application Services will meet the Client's, or as applicable End User's, requirements or will operate in the combinations which may be selected for use by the Client, or as applicable End Users.

6. INDEMNIFICATION.

6.1 Each party will indemnify, defend, and hold the other party, and its respective affiliates, customers, officers, directors, employees, agents, contractors, service providers, assigns and successors (collectively, "Indemnitees") harmless from and against all claims, demands, actions, proceedings or suits (collectively, "Claims") brought against any Indemnitee and any related loss, damage, expense, cost (including any reasonable legal and other professional fees and the cost of litigation) and liability (collectively, "Liabilities") arising out of or relating to any such Claims, in connection with any of the following:

a. the indemnifying party's negligence or willful misconduct; and

b. the indemnifying party's material breach of any representation, warranty, covenant or obligation in this Agreement or failure to comply with any applicable laws and regulations.

6.2 If any part of the Services or Application becomes, or is likely to become, the subject of a Claim of Intellectual Property rights infringement or misappropriation, Company will, at Company's sole option and at Company's expense, either immediately (a) procure the right for Client to continue using the allegedly infringing element, or (b) replace or modify the allegedly infringing element so that it becomes non-infringing. If, after first attempting (a) and (b), Company reasonably determines that neither (a) nor (b) above is possible, Company will notify Client in writing and Client may return and/or cease use of the allegedly infringing element and receive a prorated refund of all fees or other amounts paid for the allegedly infringing element.

7. LIMITATION OF LIABILITY.

7.1 EXCEPT FOR A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT (OR THE SERVICES PROVIDED HEREUNDER), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO COMPANY HEREUNDER. THE PARTIES ACKNOWLEDGE THAT THE SERVICE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

7.2 Nothing in this Agreement shall limit or exclude either party's liability (i) for death or personal injury caused by such party's negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability to the extent that such liability may not be excluded or limited as a matter of applicable law.

8. CLIENT DATA.

8.1 The Client shall be solely responsible for the accuracy of Client Data and acknowledges that the accuracy of the reports and other information created by an Application are entirely dependent on the accuracy of the Client Data.

8.2 The Client shall comply with all applicable requirements of any privacy policy, terms of use, or similar representation made by the Client or End User to the individual(s) to whom the Client Data relates ("Privacy Policy"). The Client agrees it shall not use the Application for a purpose prohibited by any such Privacy Policy and shall not request the Company take any action pursuant to this Agreement which is inconsistent with or prohibited by any such Privacy Policy. The Client agrees to ensure its Privacy Policy complies with Data Protection Law and without prejudice to the foregoing accurately describes all Personal Data processing related to Company use of data pursuant to this Agreement.

8.3 The Client:

8.3.1 is responsible for the integrity, security, maintenance, and appropriate protection of the Personal Data which it receives, stores, or transmits, as well as ensuring its compliance with Data Protection Law; and

8.3.2 will ensure that it any necessary consents and notices in place to enable the lawful transfer of the Personal Data to the Company and to enable the Company to process the Personal Data as contemplated (either expressly or by implication) by this Agreement.

8.4 The Client will be the Data Controller and the Company will be the Data Processor of the Personal Data which has been shared by the Client with the Company pursuant to this Agreement. The Company shall (in relation to any Personal Data processed by the Company in connection with this Agreement):

8.4.1 not retain, use, or disclose Client's Personal Data for any purpose other than as necessary for performing its obligations under this Agreement and on the documented written instructions of the Client, unless the Company is required by the Data Protection Law and any other applicable law to otherwise process such Personal Data;

8.4.2 use commercially reasonable efforts to implement and maintain the Security Measures;

8.4.3 ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;

8.4.4 assist the Client, at the Client's cost and expense, in responding to any Data Subject Request and in ensuring compliance with the Client's obligations with respect to security and breach notifications;

8.4.5 not transfer any Personal Data outside of the UK unless (i) it has provided appropriate safeguards in relation to the transfer; and (ii) it complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;

8.4.6 not engage a third party to process any Personal Data under this Agreement unless (i) the Client is provided with an opportunity to object to the appointment of each sub-processor within two working days after the Company supplies the Client with full details in writing regarding such third party sub-processor; (ii) the Company enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Section 8.4, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts; (iii) the Company maintains control over all of the Personal Data it entrusts to the sub-processor; and (iv) the sub-processor's contract terminates automatically on termination of this Agreement for any reason;

8.4.7 notify the Client without undue delay on becoming aware of any Personal Data Breach;

8.4.8 maintain written records to demonstrate its compliance with this Section and allow for audits by the Client's designated auditor of such records and information; and

8.4.9 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless required by any applicable laws to retain the Personal Data.

8.5 The Client shall obtain from all applicable Data Subjects any consent or other authorization required pursuant to Data Protection Laws to ensure that the Company shall have the right to enable:

8.5.1 the creation of and any further processing of any Processed Data by the Company, including adding such Processed Data to the set maintained by the Company for the purposes of creating and maintaining anonymous industry benchmarking for other Company customers;

8.5.2 the retention of such Processed Data by the Company following termination of this Agreement or any relevant Statement of Works pursuant to which such data was originally submitted; and

8.6 Processed Data shall belong to the Company, and the Company shall have the right to retain and use Processed Data for any purpose. Client hereby warrants and represents that Client Data has not been collected pursuant to a Privacy Policy which prohibits Company's use or sharing of deidentified or aggregate data. During the Term, the Client and applicable End Users shall have access to certain Processed Data through the Services. Notwithstanding such access, all rights to the research and analysis of the Processed Data are reserved exclusively by the Company. Any intellectual capital and/or subsequent products derived from Processed Data are the sole property of the Company. Processed Data provided to the Client or an End User shall not be released to any third party without the express written consent of the Company.

9. PRICING AND PAYMENT.

9.1 Unless otherwise provided in the relevant Statement of Work, payment of the Service Fees shall be made by the Client in GBP on the due date 30 days after the date of invoice unless otherwise agreed in writing. Invoices will be issued on the dates set out in the Statement of Work. The Client shall not be entitled to withhold payment of the Service Fees or make any deduction therefrom in respect of any setoff or counter claim. Unless otherwise stated, all Service Fees will be exclusive of VAT which shall be payable in addition subject to receipt of a VAT invoice.

9.2 Without prejudice to any other right or remedy of the Company, if any payment is not received by the Company by its due date:

9.2.1 The Company shall be entitled to charge interest from the due date for payment until actual payment at a rate that is the lesser of:

- (a) one and one-half percent (1.5%) per month, and
- (b) the maximum rate allowed by law; and

9.2.2 The Company may suspend the performance of the Services in whole or in part (in the Company's discretion) until outstanding late amounts are fully paid.

9.3 The Company reserves the right to change the Service Fees for each Renewal Term prior to the parties' agreement to the Renewal Term.

9.4 The Client is responsible for all taxes (including without limitation sales, use, property, excise, value added, and gross receipts taxes) that may be assessed as a result of the Agreement, except taxes on the Company's net income. The Client may provide a tax exemption number or affidavit of exemption and shall indemnify and hold the Company harmless for taxes, penalties and interest arising from claimed exemptions which are disallowed.

9.5 The Client shall reimburse the Company for any expenses that the Company may incur in the collection of amounts unpaid by the Client, including but not limited to collection costs and attorney's fees.

10. TERM OF STATEMENT OF WORK. Each Statement of Work shall come into force on the date on which the parties enter into such Statement of Work and shall continue until the Services are completed unless terminated earlier in accordance with the termination provisions of these Standard Terms and Conditions.

11. TERMINATION.

11.1 The Client may terminate any Services or any specific Statement of Work, in whole or in part, for convenience and without cause at any time by giving to the Company:

11.1.1 in relation to any licence of the Application and any Application Services, not less than forty-five (45) days' notice prior to auto renewal or the start of an agreed upon Renewal Term; or

11.1.2 in relation to all other Services where a fixed term has not been agreed, not less than forty-five (45) days' written notice.

11.2 In the case of notice given pursuant to Section 11, the Client shall specify the termination date and pay to the Company all amounts due for the Services up to the termination date. Pre-committed expenses shall be payable by the Client provided they have been incurred or committed to by the Company in line with the relevant Statement of Work, provided that that the Company shall use its reasonable endeavors to minimize and mitigate such expenses. Upon termination, the Company shall credit to the Client a pro-rata share of any Service Fees prepaid by the Client for Services to be provided after the effective date of termination. Such termination shall not affect these Standard Terms and Conditions or any Statement of Work then remaining in force (including those in relation to which Services or Application licences have been terminated, if other Services are provided under that Statement of Work, and Applications are subscribed to pursuant to such Statements of Work).

11.3 Either party (the "Non-Defaulting Party") may terminate this Agreement or a Statement of Work immediately on giving notice to the other party (the "Defaulting Party") if:

11.3.1 the Defaulting Party commits or permits any material breach of this Agreement or the relevant Statement of Work and the Defaulting Party has failed to remedy such

material breach as soon as practicable (where it is capable of remedy) and, in any case, within fifteen (15) days of receipt of notice of the breach from the Non-Defaulting Party;

11.3.2 upon fifteen (15) days' notice to the Defaulting Party if the Defaulting Party commits or permits any material breach of this Agreement of the relevant Statement of Work which, in the determination of the Non-Defaulting Party, is not capable of being cured;

11.3.3 the Defaulting Party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a bona fide arrangement of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the Defaulting Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to carry on business;

11.3.4 any encumbrancer takes possession of any material part of the assets of the Defaulting Party; or

11.3.5 if the Defaulting Party ceases or threatens to cease to carry on the whole or substantially the whole of its business or that part of its business to which the relevant Statement of Work relates.

11.4 Any provision of this Agreement which, by its nature, should survive termination of this Agreement so shall survive.

12. FEEDBACK. Any of Client's feedback, suggestions, improvements, or the like relating in any way to the subject matter of this Agreement is the sole property of the Company, and no compensation shall be due to the Client for same. If the Client agrees to participate in the Company's customer satisfaction survey, all rights to the responses and data submitted by the Client as part of such survey shall vest in the Company and the Company shall be entitled to use the completed surveys as it deems fit, including sharing the results with third parties, subject to all applicable Data Protection Laws.

13. MODERN SLAVERY

13.1 Each party shall: (i) comply with the Modern Slavery Act 2015; (ii) implement due diligence procedures to ensure that there is no human trafficking in its supply chains; (iii) on reasonable request, submit to the other party a declaration of compliance with the Modern Slavery Act 2015; and (iv) notify the other party in writing (and setting out full details of the relevant circumstances) as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement or the Services.

13.2 Each party warrants to the other that, at the date of this Agreement, neither it nor any persons who may at any time and from time to time be employed or engaged by it: (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and(ii) is nor has been notified that they may be the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery and human trafficking.

14. ANTI-BRIBERY

14.1 Neither party shall, and shall procure that any persons who may at any time and from time to time be employed or engaged by it shall not, offer or give to any person any gift or consideration of any kind as an inducement or reward for doing any act in relation to the obtaining or execution of this Agreement or any of the Services or for showing favour or disfavour to any person in relation to the Services or this Agreement.

14.2 Each party shall in relation to this Agreement and the Services: (i) comply with all applicable laws, statutes, regulations and codes and with its policy relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (the "Relevant Requirements") and shall provide to the other party such supporting evidence of compliance as the other party may reasonably request; (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (iii) have and maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and (iv) promptly report to the other party any incidents of which it becomes aware involving a breach or a potential breach of the Relevant Requirements in connection with this Agreement or the Services.

15. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement will be construed and interpreted in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction.

16. NOTICES. Any notice required under this Agreement must be in writing and sent to each party's representatives at addresses identified in the preamble. Notices will be delivered in person or by means evidenced by a delivery receipt or acknowledgment (certified or registered mail (postage prepaid and return receipt requested), or via overnight courier). Notices will be effective upon receipt or, if refused, five (5) business days following transmission as provided above.

17. MISCELLANEOUS.

17.1 These Standard Terms and Conditions, together with each Statement of Work issued pursuant to its provisions, constitute the complete and exclusive statement of the agreement between the parties relating to the subject matter thereof and supersedes all previous communications, representations and other arrangements, oral or written, save that where the Client enters into a separate confidentiality agreement with the Company, that agreement is standalone and shall not be superseded by these Standard Terms and Conditions or a Statement of Work. The Client acknowledges that no reliance is placed on any representation made but not embodied in the Statements of Work or these Standard Terms and Conditions.

17.2 The Client may not assign, transfer, sub-licence or delegate any of its rights, duties or obligations hereunder, in whole or in part, without the prior written consent of the Company; provided, however, that it may assign this Agreement in conjunction with the transfer of substantially all of its business (or assets pertaining thereto) to which this Agreement relates. End Users have no rights to assign this Agreement.

17.3 Headings shall not affect the interpretation of these Standard Terms and Conditions. A person includes a natural person, corporate or incorporated body (whether or not having a separate legal personality). Words in the singular shall include the plural and vice versa. Any phrase in this Agreement introduced by the terms **including, include, in particular** or any

similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

17.4 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment; provided that as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it will impose any new or extended obligation, liability and restriction or otherwise adversely affects the rights of any party. A reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provisions.

17.5 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

17.6 No provision of this Agreement which may be found to be illegal, unenforceable or invalid shall in any way effect the legality, enforceability or validity of any other provision or provisions of this Agreement, all of which shall remain in full force and effect.

17.7 A person who is not a party to a Statement of Work or these Standard Terms and Conditions shall not have any rights of enforcement in relation thereto.

17.8 Nothing in this Agreement is intended or shall operate to create a partnership between the parties or authorize either party to act as agent for the other.

17.9 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations in any territory, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

17.10 Client agrees that for the Term of this Agreement and for two (2) years after the date of termination of this Agreement, Client will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of Company to terminate his or her relationship with Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

17.11 A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is caused by Force Majeure. If a party is prevented or delayed in the performance of any of its obligations under this Agreement by an event of Force Majeure, it shall be entitled to a reasonable extension of time for the performance of such obligations provided that, if such event of Force Majeure continues for a period of more than ninety (90) days, the other party may terminate this Agreement by giving thirty (30) days' prior written notice of such termination. Neither party shall have any liability to any other party in respect of the termination of this Agreement due to an event of Force Majeure but any rights and liabilities which accrued prior to termination shall subsist.