



F17 LIMITED - Terms and Conditions (“Terms and Conditions”)

All contracts that the Consultancy may enter into from time to time for the provision of services shall be governed by these Terms and Conditions unless expressly agreed otherwise in writing.

WHERE BY

- (A) F17 LIMITED (“the Consultancy”) carries on the business of the provision of consultancy services relating to the services and/or deliverables (“the Consultancy Services”) specified in the attached Statement of Work (“the Statement of Work”)
- (B) The Client has requested the Consultancy and the Consultancy has agreed with the Client, to provide the Consultancy Services on the terms and subject to the conditions of these Terms and Conditions and accompanying Statement of Work, collectively “the Agreement”.

IT IS AGREED as follows:-

1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

"Assigned Deliverables" means those Deliverables (excluding the Third Party Materials and the Client Materials) the rights in which are to be assigned (rather than licensed) by the Consultant to the Client under Clause 6, as specified in the Statement of Work;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy and identified in the Statement of Work.

"Client Materials" means all works and materials supplied by or on behalf of the Client to the Consultant for incorporation into the Deliverables or for some other use in connection with the Services;

"Deliverables" means those deliverables specified in the Statement of Work that the Consultant has agreed to deliver to the Client under these Terms and Conditions;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any

third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Licensed Deliverables" means the Deliverables excluding the Assigned Deliverables, the Third Party Materials and the Client Materials;

"Permitted Purpose" means for the purposes of performing the obligations set out in the Statement of Work;

"Statement of Work" means a statement of work agreed by the parties and incorporating these Terms and Conditions by reference;

"Third Party Materials" means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party.

2 CONSULTANCY

- 2.1 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more employees of the Consultancy as the Consultancy may consider appropriate ("the Staff"), subject to the Client being reasonably satisfied that the Staff has the required skills, qualifications, experience and resources to provide the Consultancy Services to the required standard.
- 2.2 The Consultancy has the right, at its own expense, to enlist additional or substitute Staff in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the consultancy provides details, whenever practical, of the proposed substitute or sub-contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Staff or any such sub-contractor has the required skills, qualifications, experience, resources and personnel to provide the Consultancy Services to the required standard.
- 2.3 Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 above, the Consultancy shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.4 The Consultancy shall take all reasonable steps to avoid any unplanned changes of Staff assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Client on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.
- 2.5 In the event that the Consultancy is unable to supply either the original personnel or acceptable substitutes or sub-contractors then the Client is entitled to cancel this Agreement forthwith.
- 2.6 The Statement of Work shall specify the Client, the fee payable by the Client and such disbursements as may be agreed and any other relevant information.
- 2.7 Save as otherwise stated in this Agreement, the Client acknowledges and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party

during the term of this Agreement provided that this in no way compromises or is to the detriment to the performance of the Consultancy Services.

3 THE AGREEMENT

- 3.1 The Agreement (consisting of these Terms and Conditions and accompanying Statement of Work) constitutes the contract between the Client and the Consultancy and governs the performance of the Consultancy Services by the Consultancy for the Client.
- 3.2 The Consultancy shall not be required to provide any advice and assistance in addition to the services specified in the Statement of Work and any requests to provide such additional advice and assistance shall be subject to the prior approval of the Consultancy and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Client of the terms upon which such services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Client as set out in the Statement of Work may be adjusted accordingly.
- 3.3 No variation or alteration of the Agreement shall be valid unless approved by the Client and the Consultancy in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client.

4 UNDERTAKING OF THE CONSULTANCY

- 4.1 The Consultancy warrants to the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2 The Consultancy warrants to the Client that its Staff and any substitutes or sub-contractors will carry out the Consultancy Services with reasonable skill and care and as far as possible in accordance with the terms of this Agreement and any other timetables or other targets agreed.

5 TRAINING

- 5.1 The Consultancy warrants to the Client that its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract have the necessary skills and qualifications to perform the Consultancy Services. The costs for any training needed in order to gain such qualifications and skills shall be at the Consultancy's or Staff's own expense.

6 CONSULTANCY'S OBLIGATION

- 6.1 The Consultancy agrees on its own part and on behalf of its Staff and any substitutes and subcontractors used in accordance with the terms of this contract as follows:-
- 6.1.1 Not to engage in any conduct detrimental to the interests of the Client which includes any conduct tending to bring the Client into disrepute or which results in the loss of custom or business.
- 6.1.2 To comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Consultancy and/or its Staff and any substitutes and sub-

contractors that it is essential that the Consultancy and its Staff and any substitutes and sub-contractors comply with to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Staff and any substitutes and sub-contractors that it is essential that the Consultancy and its Staff and any substitutes and sub-contractors comply with the Consultancy and its Staff and any substitutes and sub-contractors shall not be bound by the policies and procedures which an employee of the Client would be bound by.

6.1.3 To furnish the Client with any progress reports as may be requested from time to time.

6.1.4 To notify the Client forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

7 EQUIPMENT

7.1 The Consultancy shall provide at its own cost, subject to any agreement to the contrary specified in the Statement of Work, all such necessary equipment as is reasonable for the satisfactory performance by the Staff and any substitutes and sub-contractors of the Consultancy Services.

7.2 If as a matter of convenience, the consultancy is provided with equipment by the Client or Client for the purposes of an Assignment, the Consultancy shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultancy's possession, the Consultancy shall be responsible for the cost of any necessary repairs or replacement.

8 METHOD OF PERFORMING SERVICES

8.1 The Consultancy's Staff are professionals who will use their own initiative as to the manner in which the Services are delivered provided that in doing so the Consultancy shall co-operate with the Client and comply with all reasonable and lawful instructions of the Client.

8.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that Services are provided at such times as are necessary for the proper performance of the Consultancy Services.

8.3 The relationship between the parties is between independent companies acting at arm's-length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.

8.4 Where the proper performance of the Consultancy Services are dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub-contractor of the Consultancy), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.

8.5 The Consultancy may provide the Consultancy Services from such locations as are appropriate in the Consultancy's judgment. When necessary the Client will provide the

Consultancy with appropriate access to the client's facilities as is necessary for the effective conduct of the Consultancy Services

9 INVOICING AND PAYMENT

- 9.1 Upon completion of the Consultancy Services or as may be agreed and specified in the Statement of Work the Consultancy shall deliver to the Client its invoice for the amount due from the Client to the Consultancy giving a detailed breakdown showing the work performed. The Consultancy's invoice should bear the Consultancy's name, company registration number, VAT number and should state any VAT due on the invoice.
- 9.2 The Client shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy in accordance with sub-clause 9.1 of this Agreement and until the Client has verified the execution of the Consultancy Services.
- 9.3 The Client must pay the fees within the period of 30 days following the receipt of an invoice issued in accordance with this Clause 9.
- 9.4 The Client must pay the fees by bank transfer (using such payment details as are notified by the Consultancy to the Client from time to time).
- 9.5 If the Client does not pay any amount properly due to the Consultancy under these Terms and Conditions, the Consultancy may:
- (a) charge the Client interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

10 FEES

- 10.1 Subject to the receipt of the Consultancy's invoice in accordance with clause 9 above and verification by the Client of execution of the Consultancy Services in accordance with sub-clause 9.2 above, the Consultancy will receive payment from the Client for the Consultancy Services in accordance with the fee specified in the Statement of Work, plus VAT to be shown separately where appropriate.
- 10.2 The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Staff in respect of the Consultancy Services.
- 10.3 All payments will be made to the Consultancy.
- 10.4 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Client, no fee shall be payable by the Client during any period that the Consultancy Services are not provided.
- 10.5 Where fees are based upon a daily rate for time spent by the Consultancy performing the Services, and unless specified otherwise in the Statement of Work:
- (a) the minimum chargeable increment shall be one day;

(b) the Consultancy shall be entitled to charge for any daily travel time in excess of 2 hours per day;

10.6 Notwithstanding the provisions of the proviso to clause 8.2, the Consultancy will be able to suspend the provision of the Consultancy Services on up to 20 days per annum per each Staff (or pro rata where the Consultancy Services are for less than one year). The Consultancy shall be responsible to pay the Staff all sums due in respect of those days upon which the Consultancy Services provided are suspended pursuant to the Working Time Regulations 1998 or otherwise.

11 OBLIGATIONS OF THE CLIENT

11.1 Throughout the term of this Agreement the Client shall pay the Consultancy the agreed fee in accordance with clause 10.1 above.

11.2 The Client will supply to the Consultancy any Client Materials specified in the Statement of Work, in accordance with the timetable specified.

11.3 The Client hereby grants to the Consultancy a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Consultancy's obligations and the exercise of the Consultancy's rights under these Terms and Conditions.

11.4 The Client warrants to the Consultancy that the use of the Client Materials by the Consultancy in accordance with these Terms and Conditions will not:

- (a) breach the provisions of any law, statute or regulation;
- (b) infringe the Intellectual Property Rights or other legal rights of any person; or
- (c) give rise to any cause of action against the Consultancy, in each case in any jurisdiction and under any applicable law.

11.5 The Client will advise the Consultancy of any health & safety information or advice which it receives from the Client which may affect the Consultancy's Staff during the performance of the Consultancy Services.

12 TERM OF THE AGREEMENT

12.1 This Agreement shall commence in accordance with the Statement of Work and shall either (as specified in the Statement of Work) continue until completion of the Consultancy Services to the reasonable satisfaction of the Client or the termination date as specified in the Statement of Work, at which time this Agreement shall expire automatically, or the contract be terminated early by the Client or Consultancy upon giving the required notice as set out in this Agreement.

12.2 Notwithstanding sub-clause 12.1 of this Agreement, the Client may at any time without notice and without liability require the Consultancy to cease work on the Consultancy Services, where:

12.2.1 The Consultancy (or its substitutes and sub-contractors) has committed any serious or persistent breach of any of its obligations under this Agreement;

12.2.2 The Client reasonably believes that the Consultancy (or its substitutes and sub-contractors) has not observed any condition of confidentiality applicable to the Consultancy from time to time; or

- 12.2.3 The Consultancy (or its substitutes and sub-contractors) proves, in the reasonable opinion of the Client, unsatisfactory to the Client including while performing the Consultancy Services acting in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Consultancy and/or its Staff that it is essential that the Consultancy and its Staff comply with to properly perform the Services;
- 12.2.4 If performance of the Consultancy Services is prevented by the incapacity of the Staff and the Consultancy is unable to provide a replacement member of Staff or a suitable substitute or sub-contractor pursuant to the provisions of clause 2.2.
- 12.2.5 The Consultancy becomes insolvent, dissolved or subject to a winding up petition;
- 12.2.6 Any member of the Consultancy (or its substitutes and sub-contractors) is guilty of any fraud, dishonesty or serious misconduct.

AND the provisions of this clause 12.3 shall equally apply to any party performing the Consultancy's obligations as provided for in clause 2.

- 12.3 Upon completion or termination of the Consultancy Services the Client shall be under no obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Client.
- 12.4 Notwithstanding sub-clause 12.1 of this Agreement the Consultancy may terminate the contract if the Client has committed any serious or persistent breach of any of its obligations under this Agreement or in the event that the Client becomes insolvent, dissolved or subject to a winding up petition.
- 12.5 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 12.5.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 12.5.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 12.5.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 12.5.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or being a company is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
 - 12.5.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 12.5.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.5.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 12.5.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.5.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.5.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 12.5.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.5.4 to clause 12.5.9 (inclusive);
- 12.5.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

13 INTELLECTUAL PROPERTY

- 13.1 "Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).
- 13.2 The Consultancy hereby:
 - (a) assigns to the Client all of its Intellectual Property Rights in the Assigned Deliverables, excluding the Intellectual Property Rights in the Client Materials and the Third Party Materials; this assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringements of the assigned rights; and
 - (b) grants to the Client a non-exclusive, worldwide, perpetual and irrevocable licence to copy, store, distribute, publish, adapt, edit and otherwise use the Licensed Deliverables (excluding the Third Party Materials and the Client Materials) for the purposes identified in the Statement of Work.
- 13.3 The Consultancy shall ensure that the Third Party Materials are:
 - (a) licensed to the Client in accordance with the relevant licensor's standard licensing terms;

- (b) licensed to the Client on reasonable terms notified by the Consultancy to the Client;
- (c) sub-licensed by the Consultancy to the Client on reasonable terms notified in writing by the Consultancy to the Client; or
- (d) sub-licensed by the Consultancy to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable licence to use the Third Party Materials in connection with the Deliverables,

as reasonably agreed between the parties from time to time.

14 CONFIDENTIALITY

14.1 "Client Confidential Information" means:

- (a) any information disclosed by or on behalf of the Client to the Consultancy during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked as "confidential"; or
 - (ii) should have been reasonably understood by the Consultancy to be confidential;
- (b) the terms of a contract under these Terms and Conditions;

14.2 The Consultancy must:

- (a) keep the Client Confidential Information strictly confidential;
- (b) not disclose the Client Confidential Information to any person without the Client's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Consultancy uses to protect the Consultancy's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Client Confidential Information; and
- (e) not use any of the Client Confidential Information for any purpose other than the Permitted Purpose.

14.3 Notwithstanding Clause 14.2, the Consultancy may disclose the Client Confidential Information to the Consultancy's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Client Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information.

14.4 This Clause 14 imposes no obligations upon the Consultancy with respect to Client Confidential Information that:

- (a) is known to the Consultancy before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Consultancy; or

- (c) is obtained by the Consultancy from a third party in circumstances where the Consultancy has no reason to believe that there has been a breach of an obligation of confidentiality.
- 14.5 The restrictions in this Clause 14 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Consultancy on any recognised stock exchange.
- 14.6 Upon the termination of a contract under these Terms and Conditions, the Consultancy must immediately cease to use the Client Confidential Information.
- 14.7 Following the termination of a contract under these Terms and Conditions, and within 10 Business Days following the date of receipt of a written request from the Client, the Consultancy must take reasonable steps to destroy or return to the Client (at the Client's option) all media containing Client Confidential Information.
- 14.8 The provisions of this Clause 14 shall continue in force for a period of 5 years following the termination of a contract under these Terms and Conditions, at the end of which period they will cease to have effect.
- 14.9 The Consultancy shall procure and ensure that the provisions of this clause 14 shall also apply to any subcontractor performing the Consultancy's obligations provided for in clause 2.

15 COMPUTER EQUIPMENT WARRANTY

- 15.1 The Consultancy warrants to the Client that any computer equipment and associated software which it provides to its Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and will have a regime in place for promptly applying security patches, and the Consultancy shall procure that the provisions of this clause shall also apply to any computer equipment and associated software provided by any subcontractor of this Agreement.

16 RELATIONSHIP BETWEEN THE CLIENT AND CONSULTANCY

- 16.1 The Consultancy acknowledges to the Client that there is no intention on the part of the Consultancy, its staff, substitutes or sub-contractors or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Staff of the Consultancy (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that the staff are an employee of the Client, the Consultancy shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Client shall incur.
- 16.2 The Consultancy shall be responsible for all obligations arising under or in connection with, the National Minimum Wage Act 1998 in connection with the Staff.
- 16.3 The Client is under no obligation to offer work to the Consultancy and the Consultancy is under no obligation to accept any work that may be offered by the Client. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Service under the Agreement.

17 NOTICES

17.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

18 LIABILITY

18.1 Nothing in the Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

18.2 The limitations and exclusions of liability set out in this Clause 18 and elsewhere in the Agreement:

- (a) are subject to Clause 18.1; and
- (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.

18.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure event.

18.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

18.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

18.6 Neither party shall be liable to the other party in respect of any loss of use or production.

18.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

18.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

18.9 The liability of the Consultancy to the Client under the Agreement in respect of any event or series of related events shall not exceed the greater of:

- (a) £1,000,000; and
- (b) the total amount paid and payable by the Client to the Consultancy under that contract in the 12-month period preceding the commencement of the event or events.

18.10 The aggregate liability of the Consultancy to the Client under the Agreement shall not exceed the greater of:

- (a) £1,000,000; and
 - (b) the total amount paid and payable by the Client to the Consultancy under the Agreement.
- 18.11 The Consultancy will maintain, at its own expense, both a policy of professional indemnity insurance sufficient to cover the potential liability under this agreement (with a minimum of £1,000,000 cover) and an adequate policy of public liability insurance.
- 18.12 The Consultancy shall be liable for any defects arising as a result of the provision of the Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.
- 18.13 The Consultancy acknowledges that the Staff provided is not an Agency Worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Consultancy shall indemnify and keep indemnified the Client against any losses the Client may suffer as a result of any claim made by or on behalf of any of the Staff under the Agency Worker Regulations 2010.

19 HEALTH AND SAFETY AND OTHER POLICIES

- 19.1 The Consultancy shall comply with any Client's policies specified in the Statement of Work.

20 DATA PROTECTION

- 20.1 The Consultancy consents to the Client and any Group Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultancy including, as appropriate:
- (a) information about the Consultancy's physical or mental health or condition in order to monitor sickness absence;
 - (b) the Consultancy's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
 - (c) information relating to any criminal proceedings in which the Consultancy has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
- 20.2 The Consultancy consents to the Client making such information available to any Group Company and those who provide products or services to the Client and any Group Company such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or the Group or any part of its business.
- 20.3 The Consultancy consents to the transfer of such information to the Client's and any Group Company's business contacts outside the European Economic Area in order to further their business interests.

21 ANTI-BRIBERY AND ANTI-CORRUPTION

21.1 The Consultancy shall:

- 21.1.1 comply and shall procure that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”);
- 21.1.2 comply and shall procure that it shall comply with the Clients’ Anti-Bribery Policy, as the same may be updated from time to time (“**Bribery Policy**”);
- 21.1.3 have and maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;
- 21.1.4 promptly report and shall procure that it shall promptly report to Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this Agreement; and
- 21.1.5 ensure and shall procure that it shall ensure that all persons associated with the Consultancy or other persons who are performing services in connection with this Agreement comply with this clause 21.

21.2 For the purpose of this clause 21 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

22 GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

23 ILLEGALITY

23.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

24 ENTIRE AGREEMENT

24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

24.4 Nothing in this clause shall limit or exclude any liability for fraud.

25 VARIATION

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

26 THIRD PARTY RIGHTS

26.1 Except as expressly provided elsewhere in the Agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

27 FORCE MAJEURE

27.1 The Consultancy shall not be liable for any breaches of its obligations under this Agreement resulting from a Force Majeure Event.

27.2 The Consultancy accepts that the Client shall not be liable for any breaches of its obligations to the Consultancy under its agreement with the Client resulting from a Force Majeure Event.