

Purchase of Goods and/or Services Terms and Conditions

Version 02.21

PURCHASE OF GOODS AND/OR SERVICES TERMS AND CONDITIONS

These Terms and Conditions must be read together with the Order and together these Conditions and the Order comprise the contract (**Contract**) between the relevant Immersive Labs Group Company (as the Customer) and the Supplier in respect of the Goods and/or Services described in the Order and, where applicable, the Goods Specifications and the Service Specification (in each case as each such term is defined below).

1. INTERPRETATION

1.1. Definitions

In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.7.

Contract: has the meaning set out in the Overview.

Customer: means the relevant Immersive Labs Group Company as set out in the Order.

Customer Materials: has the meaning set out in clause 5.3(i).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Location: has the meaning set out in clause 4.2(b).

Force Majeure Event: has the meaning set out in clause 17.1.

Immersive Labs Group Company: means Immersive Labs Holdings Limited and each of its subsidiary companies from time to time for the purposes of s.1162 of the Companies Act 2006.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Policies: the Customer's Policies applicable from time-to-time including but not limited to the Immersive Labs Supplier and Partner Code of Conduct and available at www.immersivelabs.com/legal.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

1.2. Construction

In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase 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 those terms; and
- (e) a reference to **writing** or **written** includes e-mails but not faxes.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (the **Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or

incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
- (c) where applicable, be free from defects in design, materials and workmanship and remain so for at least 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the

Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier;
- (d) it is not (and neither are any of Supplier's group) subject to sanctions or designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities);
- (e) at all times comply with the Customer's Policies; and
- (f) **that upon learning of any matter contrary to the obligations in this clause, Supplier will immediately notify the Customer.**

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then as soon as reasonably practicable and in any event within 10 Business Days of the date of the Order;
- (b) to the Customer's premises at Runway East, 1 Victoria Street, Bristol, BS1 6AA or such other location as is set out in the Order or as instructed by the Customer before delivery (the **Delivery Location**);
- (c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

- (a) delivers less than 97.5 per cent of the quantity of Goods ordered, the Customer may reject the Goods; or
- (b) delivers more than 102.5 per cent of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.1.

- 4.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

5. SUPPLY OF SERVICES

- 5.1 The Supplier shall from the date set out in the Order or, in the absence of a date being specified in the Order, from the Commencement Date and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 5.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer and that the Services and Deliverables will be performed and delivered with all due diligence and by not later than any deadline for performance or delivery specified in the Order or the Service Specification;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences, authorisations, consents, permits and permissions, and comply with all applicable laws and regulations and the terms of any applicable licences, authorisations, consents, permits and permissions;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (including the online software applications and Immersive

Labs SAAS Platform) (the **Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;

- (j) not to use the Customer's name, logo or any other branding for any purposes whatsoever with the written consent of the Customer and then only in strict accordance with any conditions or stipulations the Customer may specify when giving its consent;
- (k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (l) not to do or omit to do anything which could or would reasonably be expected to damage the reputation of the Customer or otherwise bring the Customer into disrepute.

6. INSPECTION AND AUDIT

- 6.1 The Customer shall be entitled on reasonable notice and during the Supplier's normal working hours on Business Days to attend the premises of the Supplier, together with any other premises at which Goods are held or Services are being performed by the Supplier, in order to:
- (a) inspect Goods held at that location;
 - (b) verify that Services are being performed in accordance with the Service Specification;
 - (c) validate any data, information or materials provided by the Supplier to the Customer in connection with the Goods and/or Services (including the Supplier's charges); and
 - (d) audit the Supplier's compliance with and adherence to the terms of relevant licences, authorisations, consents, permits and permissions, applicable law and regulations and, if relevant from time to time, other applicable Customer policies and standards, and the Supplier shall (at its own cost and expense) co-operate with the Customer and provide such reasonable assistance (including copies of documentation) as the Customer may reasonably request during such inspection or audit.
- 6.2 The Customer may at any time and without any requirement to notify the Supplier in advance, exercise any of the rights specified in clause 6.1 and any other necessary rights to inspect and audit the Supplier if the Customer is required to do so by applicable law, regulation or the order of any court or tribunal of competent jurisdiction or if the Customer has reasonable grounds to suspect the commission of fraud,

theft or any breach of the Bribery Act 2010 or Modern Slavery Act 2015.

7. CUSTOMER REMEDIES

- 7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
 - (d) where the Customer has paid in advance or in part for Services that have not been performed by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums immediately refunded by the Supplier; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 7.2 If the Goods are not delivered and/or the Services performed by the applicable date, the Customer may, at its option, claim or deduct 5% per cent of the price of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% per cent of the total price of the Goods and/or Services. If the Customer exercises its rights under this clause 7.2 it shall not be entitled to any of the remedies set out in clause 7.1 in respect of late delivery of the Goods and/or Services.
- 7.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3, and/or performed Services that do not comply with the undertakings set out in clause 5, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has (or is deemed to have) accepted the Goods and/or Services:
- (a) to reject the Goods and/or Services (in whole or in part) whether or not title to the Goods has passed and (in the case of the Goods) to return them to the Supplier at the Supplier's own risk and expense;
 - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (c) to require the Supplier to repair or replace the rejected Goods and/or remedy the defective Services, or to provide a full refund of all amounts already paid in respect of the rejected Goods and/or Services and to be discharged

from any obligation to make future payments in respect of rejected Goods and/or Services for which the Customer has not made payment at the time of rejection;

- (d) to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods and/or Services from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3 and/or perform Services in accordance with clause 5.

7.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.5 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

8. CUSTOMER OBLIGATIONS

- 8.1 The Customer shall:
- (a) to the extent reasonably necessary in order for the Supplier to provide the Services and/or the Deliverables and on reasonable notice during the Customer's normal hours of business on a Business Day, permit the Supplier reasonable access to the Customer's premises for the purpose of providing the Services;
 - (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services; and
 - (c) use reasonable endeavours to discharge such obligations as are stated to be required of the Customer in the Order.

9. CHARGES AND PAYMENT

- 9.1 The price for the Goods:
- (a) shall be the price set out in the Order; and
 - (b) shall be inclusive of all costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer, and the Supplier shall not be entitled to levy any extra charges, supplemental fees or costs of any nature unless agreed in writing and signed by the Customer.
- 9.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the

Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 9.3 Unless specifically stated in the Order:
- (a) in respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery; and
 - (b) in respect of Services, the Supplier shall invoice the Customer on completion of the Services, and each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 9.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of receipt of correctly prepared invoice to a bank account nominated in writing by the Supplier. The cumulative invoice value shall not exceed the value of the Order. The Customer reserves the right to return to the Supplier or otherwise reject invoices that are incorrectly or inadequately prepared.
- 9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Lloyds Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 9.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Goods and/or Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 10.2 The Supplier grants to the Customer or shall procure the direct grant to the Customer of a fully paid-up, worldwide, non-exclusive, royalty free licence during the term of the Contract to copy and modify the Deliverables for the purpose of receiving and using the Services and Deliverables.
- 10.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 10.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 10.2.
- 10.5 All Customer Materials are the exclusive property of the Customer and nothing within this Contract shall operate to transfer any Intellectual Property Rights in the Customer Materials to the Supplier.

11. LIMITATION OF LIABILITY

- 11.1 Subject to clauses 11.3 and 11.4, the total liability of each party to the other under or in connection with this Contract shall not exceed 150% of the total price for the Goods and/or the charges for the Services payable by the Customer pursuant to clause 9.
- 11.2 Subject to clauses 11.3 and 11.4, neither party shall be liable to the other for loss of profit, loss of contract, loss of production, loss of opportunity or for any indirect, special or consequential loss or damage which may be suffered by other party in connection with this Contract.
- 11.3 The limitations and exclusions of liability set out in clauses 11.1 and 11.2 shall not apply in respect of any indemnities given by either party under this Contract, nor to the parties' obligations to third parties in connection with the Contract.
- 11.4 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

- (a) personal injury or death caused by negligence;
- (b) any other losses which cannot be excluded or limited by applicable law;
- (c) fraud or fraudulent misrepresentation;
- (d) any losses caused by wilful misconduct;
- (e) any loss or damage to tangible property (whether real or personal) arising from the acts or omissions of the Supplier, its subcontractors or personnel;
- (f) any breach of a party's obligations arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- (g) for breach of clause 10 (Intellectual Property Rights);
- (h) for breach of clause 14 (Confidentiality); and/or
- (i) for breach of clause 18 (Data Protection).

11.5 This clause 11 shall survive termination of the Contract.

12. INDEMNITY

- 12.1 Notwithstanding any other provision in the Contract to the contrary, the Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) properly suffered or incurred by the Customer as a result of or in connection with:
- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

13. INSURANCE

During the term of the Contract and for such period thereafter as may be specified in the Order, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. CONFIDENTIALITY

- 14.1 A party (the **receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (the **disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

14.2 This clause 14 shall survive termination of the Contract.

15. TERMINATION

- 15.1 Without limiting its other rights or remedies, the Customer may terminate the Contract:
- (a) in respect of the supply of Services in whole or in part, by giving the Supplier one (1) month's written notice; and
 - (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any costs actually incurred up to the time of termination upon production of records accurately evidencing such costs provided that such compensation shall not include loss of anticipated profits or any consequential loss.
- 15.2 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods or in respect of the

Services, and the Contract shall continue in respect of the remaining supply.

- 15.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of receipt of notice in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of the Contract 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 the Contract;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (d) 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;
 - (e) 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 the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the other party;
 - (f) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (g) 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 its assets and such attachment or process is not discharged within 14 days;
 - (h) 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);

- (i) the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) 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;
- (k) 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 clause 15.3(c) to clause 15.3(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
- (m) the other party's financial position deteriorates to such an extent that in its reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and/or
- (n) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

15.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

15.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

16. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises or the premises where they are held and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17. FORCE MAJEURE

17.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (**Force Majeure Event**).

17.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

17.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 20 Business Days, the

Customer may terminate the Contract immediately by giving written notice to the Supplier.

18. DATA PROTECTION

- 18.1 Each party shall comply with all applicable UK, EU and any other data protection laws including General Data Protection Regulation (Reg. EU 2016/679) applicable to the Contract.
- 18.2 In the event the provision of Services by the Supplier to the Customer involves the processing of personal data by the Supplier as a processor, the parties shall enter into a separate data processing agreement.

19. ANTI-BRIBERY AND ANTI-CORRUPTION

- 19.1 The Supplier shall:
- 19.2 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (**Relevant Requirements**);
- 19.3 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;
- 19.4 have and shall maintain in place throughout the term of this agreement 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 will monitor and enforce them where appropriate;
- 19.5 notify the Customer (in writing) if it becomes aware of any breach of this clause, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this agreement;
- 19.6 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement; and
- 19.7 upon request by the Customer, certify to the Customer in writing signed by an officer of the Customer, compliance with this clause by the Supplier and all persons associated with it. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 19.8 The Supplier shall ensure that any person associated with the Supplier including but not limited to employees, contractors and subcontractors who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

- 19.9 For the purpose of this clause, the meaning of adequate procedures and foreign public official 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), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

20. MISCELLANEOUS

20.1 *Assignment and other dealings*

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

20.2 *Notices*

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail to the email notification address specified in the Order.

20.3 *Severance*

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 to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20.4 *Waiver*

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.5 *No partnership or agency*

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

20.6 *Third parties*

A person who is not a party to the Contract shall not have any rights to enforce its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.7 *Variation*

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

20.8 *Governing law*

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

20.9 *Jurisdiction*

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).