

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the Agreement between the Customer and the Company for the purchase of all Services from the Company.

1. Definitions

1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the Agreement.

“Agreement” means the Purchase Order, the General Terms and Conditions, the Special Terms and all schedules, appendices and annexes referred to therein;

“Authorised Users” means employees, agents, consultants or independent contractors of the Customer who have been expressly authorised by them to receive a password in order to access or use the Services;

“Backup Services” means any backup services set out in a Purchase Order;

“Backup Services Terms” means additional terms and conditions applicable to Backup Services;

“Business Day” means Monday to Friday excluding any national holiday in the UK;

“Business Hours” means 9:00am to 5:00pm local UK time, on each Business Day;

“Commencement Date” means the date on which the Agreement begins which is the date the Company signs the Purchase Order;

“Company Materials” means all materials, equipment, documents and other property of the Company;

“Company” means Employee Zero Ltd;

“Confidential Information” means any and all information in any form whatsoever relating to the Company or Customer or the business, prospective business, finances, technical process, computer software (both source code and object code) and IPR of any of them (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party’s possession as a result of the Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;

“Consequential Loss” means pure economic loss, special losses, losses incurred by any Authorised User or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time;

“Consultancy Services”	means any consultancy services, set out in a Purchase Order;
“Consultancy Services Terms”	means additional terms and conditions applicable to Consultancy Services;
“Customer”	means the party purchasing Services from the Company named in the Purchase Order;
“Customer Data”	shall have the meaning set out in the applicable Special Terms in relation to each of the Services;
“Deliverables”	means any deliverables to be provided to the Customer as set out in a SOW;
“DPA”	means the data processing agreement of the Company published at https://employeezero.co.uk/privacy-policy as amended from time to time;
“Effective Date”	means the effective date set out in any Purchase Order for the provision of each of the Services;
“Fees”	means the fees payable to the Company by the Customer for the purchase of Services, as set out in a Purchase Order;
“Force Majeure”	means anything outside the reasonable control of the defaulting party including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, terrorist act, rebellion, insurrection, riot, civil commotion, sabotage, epidemic, quarantine, restriction, labour dispute, labour shortage, strike, lockout or other industrial dispute, power shortage, failure of public power supplies, third party hacking, viruses, trojans, worms, logic bombs or other material attacking the Services, a denial-of-service attack, a distributed or malicious denial-of service attack, failure of communication facilities or unavailability of the Internet and change in legislation;
“General Terms and Conditions”	means these general terms and conditions of the Company which apply to all Services;
“Hosting Services”	means any Hosting Services set out in a Purchase Order;
“Hosting Services Terms”	means additional terms and conditions applicable to Hosting Services;
“Initial Term”	means the initial term set out in the Purchase Order in relation to each of the Services;
“IPR”	means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;
“IT Support Services”	means any IT support services set out in a Purchase Order;

“IT Support Services Terms”	means additional terms and conditions applicable to IT Support Services;
“Privacy Policy”	means the privacy policy of the Company published at https://employeezero.co.uk/privacy-policy as amended from time to time;
“Purchase Order”	means each purchase order signed by the Company and Customer for the purchase of Services;
“Renewal Term”	means any renewal term set out in a Purchase Order for each Service as applicable;
“Services”	means any Backup Services, Hosting Services, Consultancy Services and IT Support Services set out in a Purchase Order;
“SOW”	means each signed SOW attached to or incorporated by reference in a Purchase Order;
“Term”	means the term of the Agreement, or the term for which any Services shall be provided as set out in a Purchase Order, as applicable;
“Time and Materials Basis”	means the Company’s standard daily consultancy rates as amended from time to time.

1.2 In the Agreement:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 A reference to a party includes its successors or permitted assigns;
- 1.2.3 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;
- 1.2.4 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
- 1.2.5 A reference to writing or written includes emails where this is specifically stated.

2. Ordering and Formation of the Contract

- 2.1 The Purchase Order constitutes an offer by the Customer to purchase Services from the Company in accordance with the terms of the Agreement. A Purchase Order shall only be accepted upon the Company confirming acceptance of the offer by signing the Purchase Order.
- 2.2 Any quotation given by the Company shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.
- 2.3 The terms of the Agreement apply to the sale of all Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Provision of the Services

- 3.1 The Services included in each Purchase Order shall be provided to the Customer from the respective Effective Date set out in the Purchase Order for each Service.
- 3.2 Where any Services are provided on an ongoing or fixed term basis, such Services will be provided for the Term stated in the Purchase Order in relation to each such Service.

4. Obligations of the Customer

The Customer shall:

- 4.1 Pay the Company all Fees that the Company is entitled to under the Agreement.
- 4.2 Cover all of its own expenses incurred pursuant to the Agreement.
- 4.3 Comply with all applicable international, national, state/provincial, regional and local laws and regulations in performing its duties and in any of its dealings with respect to the Services.

5. Obligations of the Company

The Company shall:

- 5.1 Provide all Services subject to the provisions of these General Terms and Conditions.
- 5.2 Provide any Backup Services subject to the additional provisions of the Backup Services Terms.
- 5.3 Provide any Hosting Services subject to the additional provisions of the Hosting Services Terms.
- 5.4 Provide any Consultancy Services subject to the additional provisions of the Consultancy Services Terms.
- 5.5 Provide the IT Support Services Terms subject to the additional provisions of the IT Support Services Terms.

6. Fees

- 6.1 The Customer shall pay the Company the Fees set out in each Purchase Order for each of the Services.
- 6.2 The Company may increase the Fees on giving notice to the Customer at any time before delivery of the Services, to reflect any increase in the cost of the Services to the Company that is due to:
 - 6.2.1 Any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.2.2 Any request by the Customer to change the delivery date(s), quantities or types of Services ordered, or the Services specification; or
 - 6.2.3 Any delay caused by any instructions of the Customer in respect of the Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Services.

6.3 After the expiry of any Initial Term set out in a Purchase Order for each Service, the Company may increase the Fees for each Service at the start of each Renewal Term. The new Fees shall apply for the duration of each applicable Renewal Term for each Service(s).

7. Invoicing

7.1 All Fees shall be invoiced as set out in the Purchase Order.

7.2 All Fees are exclusive of amounts payable in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.3 Each party shall pay all other taxes, duties, levies imposed by all foreign, federal, state and local authorities (including without limitation, export, sales, use, excise and withholding taxes) based on any amounts paid or payable by such party under the Agreement. However, no party will be responsible for taxes based on the net income of any other party. Any applicable withholding taxes will be added to the Fees to be paid to the Company if, and as far as, the Company is obliged to pay withholding taxes according to local applicable tax laws.

8. Payments

8.1 Unless otherwise agreed in a Purchase Order, the Customer shall pay all invoices within 30 days of their due date, in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8.2 Time for payment of invoices shall be of essence.

8.3 All Fees shall be paid in cleared funds to a bank account nominated in writing by the Company.

8.4 If the Customer believes that any invoice is incorrect, it must notify the Company in writing within 14 days of the invoice date, but may not withhold payment of the Fee in whole or in part.

8.5 If the Customer fails to make any payment under the Agreement by the due date for payment, the Customer may charge interest on the overdue amount at the rate of 4% per annum above the National Westminster Bank PLCs base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.

8.6 The Company reserves the right to recover any costs and reasonable legal fees it incurs in recovering overdue payments.

8.7 The Customer agrees and accepts that in the event of non-payment of any invoice and without limiting other remedies available to the Company, the Company may suspend access to and use of the Services, withhold delivery or refuse to supply Services and stop providing Services until such time as all outstanding amounts are paid in full.

9. Delivery

9.1 The Company reserves the right to refuse any orders placed by the Customer or to delay delivery of any Services, if the Customer:

- 9.1.1 Fails to make any payment under the Agreement;
 - 9.1.2 Fails to meet the credit or financial requirements established by the Company, including any limitation on allowable credit;
 - 9.1.3 Materially breaches any of its obligations under the Agreement.
- 9.2 The Company reserves the right to discontinue the manufacture, license or sale of any or all Services at any time, and to refuse any orders for such discontinued Services without any liability whatsoever to the Customer or any other third party. The Company shall give the Customer at least ninety (90) days advance notice of any intention to discontinue Services. No such refusal or delay in delivery will be deemed a termination or breach of the Agreement.
- 9.3 If the Company's performance of any of its obligations in respect of provision of the Services is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Default**"):
- 9.3.1 The Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Default, and may rely upon the Default to relieve the Company from performance of any of its obligations to the extent the Default prevents or delays the Company's performance of any of its obligations;
 - 9.3.2 The Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay in performing any of its obligations as a result of a Default; and
 - 9.3.3 The Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Default.

10. Term and Termination

- 10.1 The Agreement begins on the Commencement Date and continues until terminated:
- 10.1.1 Automatically on the date on which all Services have effectively been terminated; or
 - 10.1.2 By either party terminating the Agreement as set out below in this clause 10.
- 10.2 Without limiting its rights or remedies, either party has the right to terminate this Agreement immediately if:
- 10.2.1 The other party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 10.2.2 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;
 - 10.2.3 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 (where 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;

- 10.2.4 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 other party with one or more other companies or the solvent reconstruction of that other party;
 - 10.2.5 The other party (being an individual) is the subject of a bankruptcy petition or order;
 - 10.2.6 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;
 - 10.2.7 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);
 - 10.2.8 The holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; 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;
 - 10.2.9 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 10.2.2 to 10.2.8 above;
 - 10.2.10 The other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - 10.2.11 The other party's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 10.2.12 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.
- 10.3 Without limiting its other rights or remedies, the Company may terminate the Agreement with immediate effect by giving written notice to the Customer if:
- 10.3.1 The Customer fails to pay any amount due under the Agreement on the due date for payment; or
 - 10.3.2 The Customer fails to pay any amount due under any other contract between the Customer and the Company on the due date for payment.
- 10.4 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Services under the Agreement or any other contract between the Customer and the Company if:
- 10.4.1 The Customer fails to pay any amount due under the Agreement or any other contract between the Customer and the Company on the due date for payment; or

- 10.4.2 The Customer becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.12.
- 10.5 During the Term of the Agreement, each party has the right to terminate the provision of any Service(s) upon or after expiry of the Initial Term for the relevant Service(s) as set out in the Purchase Order, by giving the other party 60 days written notice prior to the start of any Renewal Term. Such notice shall be effective from the expiry of the current Renewal Term for each Service respectively.
- 10.6 Upon termination of the Agreement:
- 10.6.1 The Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt and, in respect of such Services. The Company shall raise an invoice for any outstanding amounts due, which shall be payable by the Customer immediately on receipt; and
- 10.6.2 All licences granted under the Agreement shall terminate on the effective date of termination;
- 10.6.3 The Customer shall cease using the Services;
- 10.6.4 The Customer shall return all Company Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Agreement.
- 10.7 In the event that the Customer has pre-paid any amounts in respect of the Services, the Company will only credit the Customer for any unearned portion of the pre-paid amounts in the event that the Company terminates the Agreement early without cause or the Customer terminates early with cause. In all other circumstances the Company will not provide credit for any unearned portion of any pre-paid amounts.
- 10.8 Termination of the Agreement for any reason shall not affect the accrued rights and remedies of the parties arising under this Agreement and in particular without limitation the right to recover damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. All clauses which by their nature should survive termination, shall survive the expiry or termination of the Agreement and shall remain in force and effect.

11. Intellectual Property Rights

- 11.1 Unless expressly stated otherwise in the Special Terms, the Customer acknowledge the exclusive right of the Company, its licensors or any third party owners in and to all IPRs in the Services and all other materials covered by the Agreement.
- 11.2 The Customer acknowledges that, in respect of any third party IPRs included within the Services the Customer's use of any such IPRs is conditional on the terms of the Company's licence with the relevant licensor. Such licence will either:
- 11.2.1 Entitle the Company to sub-licence IPRs to the Customer; or
- 11.2.2 Grant the Customer a licence directly with the relevant licensor;

and where the Company is required to pass on third party licence terms to the Customer, the Customer agrees to be bound by the terms of such third party licences.

11.3 All Company Materials are the exclusive property of the Company.

12. Confidential Information

12.1 Each party may use the Confidential Information of the other only for the purposes of the Agreement. Each party must keep confidential all Confidential Information disclosed to it, except where the recipient of Confidential Information is required to disclose the Confidential Information by law to any regulatory, governmental or other authority with relevant powers to which either party is subject.

12.2 Each party may disclose the Confidential Information of the other party to those of its employees and agents who need to know the Confidential Information for the purposes of the Agreement, but only if the employee or agent is bound by confidentiality undertakings equivalent to those set out in the Agreement.

12.3 Both parties agree to return (or destroy) all documents, materials or data containing Confidential Information to the disclosing party without delay upon completion of the Services or termination or expiry of the Agreement.

12.4 The obligations of confidentiality under the Agreement do not extend to information that:

12.4.1 Was in the other party's lawful possession before the negotiations leading to the Agreement; or

12.4.2 Is, or after the Commencement Date, becomes publicly known other than through any act or omission of the receiving party; or

12.4.3 Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

12.4.4 Is independently developed by the receiving party, which independent development can be shown by written evidence; or

12.4.5 Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

If either party is required to disclose any Confidential Information pursuant to clause 12.4.5 such party shall, where lawfully permitted to do so:

12.4.6 Promptly consult with, and take into account any comments from the other party prior to making any disclosure; and

12.4.7 Work with the other party to ensure that any exemptions or other legitimate means of preventing disclosure or limiting disclosure are used to the fullest extent possible.

12.5 The parties acknowledge and agree that without prejudice to the general confidentiality provisions in this clause 12 and without limitation, all information falling within the definition of Confidential Information and any information which is supplied by the disclosing party to the receiving party pursuant to the Agreement or the negotiation thereof is:

12.5.1 Confidential Information the disclosure of which by the receiving party would be an actionable breach of confidence; or

12.5.2 A trade secret of the disclosing party; and

12.5.3 Information, the disclosure of which would be likely to prejudice the commercial interests of the disclosing party or of any other person.

12.6 Each party shall be entitled to pursue equitable relief, including obtaining injunctions and specific performance, as a remedy for any breach of clause 12 of this Agreement. Such equitable relief

shall be in addition to and not exclusive of any other relief to which any of the parties may be entitled.

13. Customer Data

13.1 It is the Customer's responsibility to back up all existing data, software, and/or programmes, and to decide whether to erase any such data, prior to entering into the Agreement.

14. Data Protection

14.1 Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.

14.2 To the extent that personal data is processed when the Customer or Authorised Users use the Services, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable data protection law and the terms of the DPA.

14.3 If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

14.4 Where the Company collects and processes personal data of a Customer or Authorised User as a data controller, when providing the Services to any of them, such collection and processing shall be in accordance with the Privacy Policy.

15. Warranties

15.1 Each party warrants and represents that:

15.1.1 It has full corporate power and authority to enter into the Agreement and to perform the obligations required hereunder;

15.1.2 The execution and performance of its obligations under the Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and

15.1.3 It shall respect all applicable laws and regulations, governmental orders and court orders, which relate to the Agreement.

15.2 Except as expressly stated in the Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law. In particular, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

15.3 No warranty is made regarding the results that can be achieved from using the Services or that the Services will operate uninterrupted or error free.

15.4

16. Liability

16.1 Nothing in the Agreement shall limit or exclude the Company's liability for:

16.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

16.1.2 Fraud or fraudulent misrepresentation;

16.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

- 16.1.4 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 16.1.5 Defective products under the Consumer Protection Act 1987; or
 - 16.1.6 Wilful misconduct.
- 16.2 The Company shall not be liable for any Consequential Loss arising out of or related to the Agreement, whether based on contract or tort (including negligence or breach of statutory duty), misrepresentation or otherwise, even if a party was advised of the possibility of such damages.
- 16.3 The Company shall not be liable for any loss of profits (whether direct or indirect) arising out of or related to the Agreement, whether based on contract or tort (including negligence or breach of statutory duty), misrepresentation or otherwise, even if a party was advised of the possibility of such damages.
- 16.4 Subject to clauses 16.1. to 16.3 inclusive the total liability of the Company to the Customer in aggregate (whether in contract, tort, breach of statutory duty or otherwise) for any and all claims relating to or arising under the Agreement, including any indemnity or contribution shall be limited to the total Fees (excluding all taxes) paid by the Customer to the Company for the Services, as applicable, during the 12 month period immediately prior to either:
- 16.4.1 The date on which the circumstances resulting in the Company's liability arose; or
 - 16.4.2 If one such specific date cannot be agreed, or ascertained, the date on which the Company's liability is agreed or determined.

If the duration of the Agreement has been less than 12 months, such shorter period shall apply.

- 16.5 The Customer shall defend, indemnify and hold the Company and its employees, sub-contractors or agents harmless from and against any costs, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from:
- 16.5.1 Any claimed infringement or breach by the Customer or an Authorised User of any IPR with respect to use of the Services outside of the scope of the Agreement; or
 - 16.5.2 Use by the Company, or its employees, subcontractors or agents of any Customer Data or Customer or Authorised User provided item that breaches the rights of any third party; or
 - 16.5.3 Breaches of any applicable data protection law or regulations or the terms of the DPA by the Customer or an Authorised User; and
 - 16.5.4 Any breach of the terms of this Agreement by an Authorised User;

and the Company shall be entitled to take reasonable measures in order to prevent the breaches of any third party's rights from continuing.

- 16.6 The Customer shall not raise any claim under the Agreement more than 1 year after:
- 16.6.1 The discovery of the circumstances giving rise to a claim; or
 - 16.6.2 The effective date of termination or expiry of the Agreement.
- 16.7 The parties acknowledge and agree that in entering into the Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

17. Insurance

- 17.1 For the Term of the Agreement and for a period of 12 months thereafter, the Customer shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover its liabilities that may arise under or in connection with the Agreement and shall, at the request of the Company produce

both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

18. Assignment

18.1 No party may assign or transfer its rights under the Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however the Company shall be entitled to assign the Agreement to:

18.1.1 Any company in the Company's group of companies; or

18.1.2 Any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event.

19. Relationship between the Parties

19.1 The parties to the Agreement are independent contractors and nothing in the Agreement will be construed as creating an employer-employee relationship. The Customer shall not have, and shall not represent that it has, any power, right or authority to bind the Company, or to assume or create any obligation or responsibility, express or implied, on behalf of the Company.

20. Force Majeure

20.1 Except with respect to the obligation to pay the Fees, if a party is wholly or partially unable to comply with its obligations under the Agreement due to Force Majeure, then that party's obligation to perform in accordance with the Agreement will be suspended for the duration of the Force Majeure, subject to the non-defaulting party's right to terminate.

20.2 As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under the Agreement.

20.3 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Agreement as a result of Force Majeure. If the Force Majeure prevents the Company from providing any of the Services for more than 2 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Customer.

21. Miscellaneous

21.1 The rights granted to the parties under the Agreement are non-exclusive.

21.2 The Agreement and its schedules, annexes and appendices constitute the entire agreement and understanding between the parties and supersede all prior agreements, negotiations and discussions between the parties relating to the subject matter of the Agreement.

21.3 In the event of any inconsistency between the content of these General Terms and Conditions and the remainder of the terms of the Agreement, the Purchase Order shall prevail followed by these General Terms and Conditions, the Special Terms, then any schedules referred to in the Agreement in their numerical order.

21.4 Should a provision of the Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision.

21.5 Amendments to, or notices to be sent under the Agreement, shall be in writing and shall be deemed to have been duly given if sent by registered post to a party at the address given for that

party in the Agreement. Notwithstanding the aforesaid, the Company may change or modify the terms of the Agreement in order to comply with a change in applicable law, upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted unless the Customer terminates the Agreement prior to the expiry of the 30 day period.

- 21.6 Each party acknowledges that it has not entered into the Agreement in reliance on any statement or representation, whether or not made by the other party, except in so far as the representation has been incorporated into the Agreement.
- 21.7 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.8 Failure to exercise, or any delay in exercising, any right or remedy under the Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 21.9 Nothing contained in the Agreement is intended to be enforceable by any third party pursuant to any rights that such third party may have under applicable law or otherwise and the Contracts (Rights of Third Parties) Act 1999 is hereby specifically excluded.
- 21.10 Neither party shall make any public statement, press release or other announcement relating to the terms or existence of the Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid the Company may use the Customer's name and trademarks (logo only) to list it as a client of the Company on its website and in other marketing materials and information.
- 21.11 Each party will pay its own legal, accountancy and other costs arising out of and in connection with the Agreement.

22. Dispute Resolution

- 22.1 The parties will use their respective reasonable efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the Agreement.
- 22.2 If any such dispute cannot be settled amicably within 30 days through ordinary negotiations of the sales directors of each party, the dispute shall be escalated in writing to the chief operating officer of the Company and the chief financial officer of the Customer who shall in good faith try and resolve the dispute. If the dispute or difference is not resolved within 14 days of the dispute being escalated the parties shall then be entitled to pursue their claim in accordance with clause 23 below.

23. Governing Law and Jurisdiction

- 23.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under the Agreement.