

Terms & Conditions (Framework) – Standard Services Affinity Digital (Technology) Limited “AFFINITY”

1. SERVICES.

1.1. During the Term, the Client or AFFINITY may identify services that AFFINITY can provide to the Client (“**Projects**”). Each Project may include provisions of services (“**Work**”) and/or delivery of certain products or other items (“**Deliverables**”). Each Project will be described within a Statement of Work (“SOW”), which may contain outline specifications, description or scope of work, a schedule or milestones, payments, list of deliverables, or other terms and conditions not detailed by this Agreement and mutually agreed by the parties. (The initial project and additional projects, if any, are referred to herein as Projects or singularly, Project.) An SOW shall be effective only if accompanied by the dated signature of an authorized representative of both parties. Each Project will be included in this Agreement upon mutual written agreement of the parties and a SOW for such Project will be attached as a sequentially identified Exhibit to this Agreement (“A,” “B,” “C,” etc).

1.2. Any changes to the SOW, including but not limited to changes to the written specifications, schedule or scope of work, will be managed by a change management process mutually agreed upon by AFFINITY and the Client. AFFINITY may issue a Change Order/Request or an additional SOW detailing the additional work, resources and schedules required to respond to scope of work changes. Change Order/Requests shall be an amendment to the current SOW and will be billed as mutually agreed upon by the parties. All material and significant deviations beyond an agreed upon Project description within the applicable SOW may constitute an additional SOW to be mutually agreed upon in writing by the Client and AFFINITY.

1.3. For any and all Projects awarded to AFFINITY by the Client, the Client and AFFINITY will sign the SOW, which will include requirements and deliverables. Each SOW will be made a part hereof as described in Section 1.1. The SOW shall be effective and shall become a part of this Agreement when signed by AFFINITY and The Client. The SOW shall incorporate by reference the terms and conditions of this Agreement.

2. PERSONNEL.

2.1. Personnel performing Projects for the Client under this Agreement (“Personnel”) shall be employees or contractors of AFFINITY and shall not become employees of the Client during the term of this Agreement as a result of performing services for the Client hereunder. AFFINITY acknowledges that Personnel shall not be entitled to any benefits provided to employees of the Client or any of its affiliates. AFFINITY agrees to be responsible for all employer responsibilities, including but not limited to withholding income, national insurance contributions and other similar taxes and social security from amounts payable to Personnel, if applicable and as required by law.

2.2 If required by the Client, and to the extent permitted by applicable law, all Personnel must submit to a background check, which will be performed by AFFINITY and copies provided to the Client.

2.3 No Solicitation. Both during the term of this Agreement, and for twelve (12) months following the acceptance date of the last deliverable (the "Non-Solicitation Period"), neither party will directly or indirectly intentionally solicit the other party's employees who are or were involved with any Projects conducted under this Agreement ("target employees") for employment or engagement as a consultant or independent contractor. Provided however, that it shall not be deemed a violation of this Section 2.3 for either party to solicit or hire a target employee of the other party, if the initial solicitation to which a target employee responds is a general advertisement not specifically targeted to the other party's employees, such as a newspaper or web site job listing; and provided further, it shall not be deemed a violation of this Section 2.2 for either party to hire a target employee if the target employee contacts the hiring party on his or her own initiative, was in discussion with the hiring party regarding possible employment prior to the signing of this Agreement, or is referred to the hiring party by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by the hiring party to target the other party or its employees.

3. **THE CLIENT'S RESPONSIBILITIES.**

In addition to the Client's other obligations under this Agreement:

3.1. The Client agrees to provide at its sole cost and expense a safe working space, and reasonably sufficient facilities, equipment and related supplies at its premises for any Personnel required to be on-site at the Client's facility. Exceptions to this Section 3.1 must be detailed in the SOW.

3.2. The Client agrees to designate a representative who will have the authority to act on behalf of the Client in all matters related to this Agreement and the services performed by AFFINITY hereunder.

3.3. The Client shall evaluate any written notice by AFFINITY certifying delivery of the completed Deliverables or Work provided under this Agreement. The Client's signature on such written notice shall evidence The Client's approval of the Deliverable or Work thereon and such approval shall constitute acceptance of the services provided and agreement to pay AFFINITY according to the payment schedule detailed in the applicable SOW. The Client agrees not to unreasonably withhold or delay its acceptance and any failure to accept shall be noted on the Deliverable cover letter with a written explanation of the reasons that the services were not acceptable within fifteen (15) days of the Client's receipt of the deliverable.

3.4. The Client represents and warrants to AFFINITY that it is able to pay the fees and expenses for Projects provided hereunder. The Client agrees to provide to AFFINITY acceptable credit and financial information upon request, including, but not limited to, credit and financial references.

4. **FEES AND EXPENSES.**

4.1. Payment Schedule. The Client shall pay AFFINITY in accordance with the delivery and payment schedule set forth in the applicable Statement(s) of Work, as may be adjusted by mutual agreement of the parties. Instalment payments are due and payable on the thirtieth (30th) day following the Client's acceptance of the Deliverables or as detailed in the SOW, and expense reimbursements are due thirty (30) days after a conforming invoice from AFFINITY is received by the Client. AFFINITY may cease work on a Project if an undisputed instalment payment or undisputed expense reimbursement is not made within ten (10) days of its due date as long as, on or after the tenth (10th) day after payment is due, AFFINITY provides at least ten (10) business days notice of its intention to cease work in order to allow the Client an opportunity to make payment and prevent cessation of work, and provided further that AFFINITY shall have no right to terminate a Project or this Agreement for a delayed payment except as specified in Section 12 of this Agreement. If the Client has not cured such delayed payment on the twelfth (12th) day following written notice, AFFINITY shall be entitled to cease work and withhold any subsequent Deliverables on such Project until payment is received. The Client will reimburse AFFINITY in accordance with the Client's policies and guidelines (if provided), for all reasonable and actual out-of-pocket expenses provided such expenses are authorized in advance by the Client in writing and incurred solely in connection with Services furnished under this Agreement. AFFINITY personnel will exercise reasonable cost effectiveness when incurring these expenses and comply with the Client's policies and guidelines for expenses.

4.2. The SOW will specify how invoices will be submitted. Each invoice will be payable in accordance with the provisions in Section 4.1. AFFINITY reserves the right to charge interest on any amounts unpaid after forty (40) days of the invoice receipt date and provided that The Client has not cured such non-payment. Such interest will be pro-rated on the basis of a thirty (30) day month. Invoices shall be submitted to The Client as indicated in the SOW. Any late invoicing by AFFINITY shall not affect the obligation of the Client to pay for the services covered by that invoice.

4.3. AFFINITY agrees to maintain accurate records to substantiate the expenses invoiced hereunder and shall retain those records for one (1) year from the dates of the respective invoices issued hereunder.

5. **LIMITED WARRANTY.**

5.1. AFFINITY warrants that it will provide the Work hereunder utilising reasonable care and skill in accordance with the highest professional standards and quality of work customary

for the software development industry, and in accordance with applicable laws and regulations. For projects developed under a Time & Expense ("T&E") pricing and billing plan there is NO OTHER WARRANTY.

5.2. All work to cure reported defects on a Deliverable after the final T&E-based Work and/or Deliverables has been accepted in writing by the Client will be performed on an hourly basis with fees charged according to then prevailing AFFINITY hourly rate schedule.

5.3. OTHER THAN THE WARRANTY SET FORTH IN SECTION 5.1, AND SUBJECT TO SECTION 8.1, AND ANY ADDITIONAL WARRANTIES SET FORTH IN ANY SOW, AFFINITY MAKES NO OTHER CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR ANYTHING ELSE SUPPLIED UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN ANY SOW, AND SECTION 8.1, AFFINITY EXPRESSLY DISCLAIMS ANY WARRANTY, CONDITION OR OTHER TERM OF SATISFACTORY QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. OTHER THAN THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY ADDITIONAL WARRANTIES SET FORTH IN ANY SOW AND SUBJECT TO SECTION 8.1, THE CLIENT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. THE CLIENT EXPRESSLY DISCLAIMS ANY WARRANTY OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMANCE WITH DESCRIPTION, OR NONINFRINGEMENT.

6. **INTELLECTUAL PROPERTY WARRANTIES AND INDEMNITY.**

6.1. The Client warrants that the use by AFFINITY and/or any Personnel of any and all materials as furnished by the Client to AFFINITY under this Agreement will not violate or conflict with any intellectual property rights of any third parties including, but not limited to, copyrights, patent, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, semiconductor topography rights and any other intellectual property rights (registered or unregistered) throughout the world, including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements, whether in existence at the time of this agreement or arising hereafter ("**Intellectual Property Rights**"), provided that AFFINITY or any Personnel have not altered such materials. If Personnel perform code renovation services hereunder, the Client warrants that it is authorized to permit AFFINITY and Personnel to use all relevant code for the purposes of performing services hereunder.

6.1.1. The Client agrees to indemnify and hold harmless AFFINITY, its directors, officers, agents, contractors and employees, including Personnel, against any and all costs, losses, damages, liabilities, expenses and judgments incurred, including but not limited to reasonable legal costs (collectively, "Losses"), resulting from or arising out of any claim, demand, or cause of action brought by a third party based on or arising out of the Client's breach of warranty as set forth in Section 6.1 above;

provided, however, that the Client's obligation shall not extend to Losses that arise out of or result from breach of this Agreement by AFFINITY or any AFFINITY Personnel.

6.2. AFFINITY warrants that the use by The Client of any and all Work and Deliverables furnished to the Client by AFFINITY under this Agreement will not violate or conflict with any Intellectual Property Rights of any third parties provided that The Client or its personnel have used all Work and Deliverables in accordance with this Agreement and have not altered such Work and Deliverables; and provided further that this warranty shall not apply to the portion of any Work and Deliverable that constitute materials furnished by, or on behalf of, the Client to AFFINITY.

6.2.1. AFFINITY agrees to indemnify and hold harmless the Client, its directors, officers, agents, contractors and employees against any and all Losses resulting from or arising out of any claim, demand, or cause of action brought by a third party based on or arising out of AFFINITY's breach of warranty as set forth in Section 6.2 above; provided, however, that AFFINITY's obligation shall not extend to Losses that arise out of or result from the negligence, willful misconduct, or breach of this Agreement by the Client or the Client's personnel. In order for this indemnity to apply: (i) the Client must inform AFFINITY as soon as the Client becomes aware of a claim and give AFFINITY as much information as the Client can in relation to it; (ii) the Client must not make any admissions in relation to the claim without first obtaining AFFINITY's permission; (iii) at the expense of AFFINITY, the Client must co-operate and assist to a reasonable extent with AFFINITY's defence of the claim; and (iv) if AFFINITY asks the Client to do so, the Client must let AFFINITY take over dealing with the claim on the Client's behalf. If the Client does not do all of these things, then AFFINITY will not have to indemnify the Client.

6.3. The provisions of this Section 6 shall survive the termination of this Agreement.

7. MUTUAL INDEMNIFICATION FOR THIRD PARTY CLAIMS.

7.1. In the event that AFFINITY and the Client are adjudicated negligent or otherwise at fault or strictly liable with respect to damages or injuries sustained by the third party claimant, the obligations of indemnification hereunder will continue but each of AFFINITY and the Client will indemnify the other only to the extent of their respective percentage of liability for such damages or injuries. If either AFFINITY or the Client is required to pay a third party claimant for damages or injuries in excess of its respective percentage of liability, AFFINITY or the Client will be entitled to contribution from the other for amounts paid which are attributable to the other's percentage of liability. This contractual obligation of contribution will survive the adjudication and voluntary settlement of any underlying third party claim.

7.2. The provisions of this Section 7 shall survive the termination of this Agreement.

8. **LIMITATIONS OF LIABILITY.**

8.1 Neither party's liability:

- i. for death or personal injury caused by its negligence or the negligence of its employees or agents;
- ii. under Part I of the Consumer Protection Act 1987;
- iii. for fraudulent misrepresentation,

is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

8.2 EXCEPT WITH RESPECT TO A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 10 HEREOF AND EXCEPT WITH RESPECT TO AMOUNTS PAYABLE IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 6.1.1 AND 6.2.1, (A) NEITHER PARTY'S LIABILITY FOR DAMAGES HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL EXCEED PER CLAIM AND IN THE AGGREGATE THE TOTAL AMOUNT PAID OR PAYABLE FOR SERVICES UNDER THE SPECIFIC SOW GIVING RISE TO THE LIABILITY; AND (B) NEITHER PARTY WILL BE LIABLE FOR (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER REASON), TO THE CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY: (1) LOSS OF PROFITS; (2) LOSS OF SALES; (3) LOSS OF REVENUE; (4) LOSS OF ANY SOFTWARE OR DATA; (5) LOSS OR WASTE OF MANAGEMENT OR STAFF TIME; (6) INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICES; OR (7) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. OWNERSHIP OF THE WORK AND ALL DERIVATIVE WORKS.

9.1 Assignment. Subject to Section 9.1.1 and 9.1.2, AFFINITY assigns and shall assign to the Client all Intellectual Property Rights in and to the Work and Deliverables, written materials, notes, designs, drawings, documentation, technology, algorithms, code, ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations, and improvements, tangible or intangible, that are discovered, invented, created, conceived, made or reduced to practice in connection with the consulting and development services performed by AFFINITY, whether alone by AFFINITY or with others, which shall include, without limitation, the object and source code to the Work and Deliverables and all Intellectual Property Rights associated with the Work and Deliverables or its development or use,

9.1.1 In performing the services hereunder, including the Work, AFFINITY may utilise the Client's confidential and proprietary information, including but not limited to, software programs, program code, information, methodologies, business methods, competitive strategies, and other trade secrets or proprietary information, and all adaptations thereof, and may incorporate them into the Work and Deliverables (the **"The Client Property"**). The Client shall retain all ownership rights, including without limitation, Intellectual Property Rights, and all Intellectual Property Rights associated with the Client Property or its development or use, and no right, title or license therein is granted to AFFINITY.

9.1.2 Notwithstanding Section 9.1, excluded from Intellectual Property Rights to be assigned to the Client shall be the following: concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, software (in object and source code formats) and innovations that are discovered, invented, created, conceived, made or reduced to practice by AFFINITY in connection with the consulting and development services performed by AFFINITY that (i) are not a part of the Work or Deliverables or necessary to the Work or Deliverables or the function of the Work or Deliverables, but was developed by AFFINITY in support of the build effort as a tool, test, platform or development method and not the specific function, or feature of the actual application or the Work or Deliverables, and (ii) are not based on or derived from Company's confidential and proprietary information (the **"AFFINITY Intellectual Property Rights"**); and (iii) predate the commencement of Work pursuant to this Agreement, and which AFFINITY has not obtained from the Client or in connection with the Work, and all improvements and modifications thereof. As part of the consideration tendered by the Client to AFFINITY for any Project, AFFINITY grants to The Client, and its customers for whom The Client provides Work or Deliverables developed under this Agreement, a fully paid, royalty-free, irrevocable, perpetual, unlimited, worldwide, non-exclusive license to use the AFFINITY Intellectual Property Rights.

Except to the extent set forth in Sections 1.3 and 8 and 16, such AFFINITY Intellectual Property Rights are otherwise licensed to the Client and its customers "as is" without any express or implied warranty of any kind including warranties of merchantability or fitness for a particular purpose. AFFINITY shall have no obligation to provide maintenance, support, updates, enhancement, or modifications for the

AFFINITY Intellectual Property Rights except to the extent set forth herein or in any SOW or Change Order. Other than as expressly set out in this Agreement, title and all rights of AFFINITY remains with AFFINITY. AFFINITY has the benefit of copyright and is protected by the laws of the United Kingdom, the United States, other countries, and European and international treaty provisions. Except as otherwise expressly provided herein, AFFINITY grants no express or implied right under the Intellectual Property Rights.

9.1.3 AFFINITY agrees that it has no right to seek any royalty payments from the Client or its customers in connection with any Project, Work, Deliverables, or Intellectual Property Rights assigned to The Client pursuant to this Agreement where used in accordance with this Agreement.

9.2 Disclosure. Upon completion of a Project, AFFINITY agrees to promptly disclose and deliver a copy of all Deliverables (or a description in the case of intangible Deliverables) to The Client. AFFINITY shall not be obligated to disclose AFFINITY Intellectual Property Rights unless it is necessary to, or based on, in whole or in part, the Deliverables.

9.3 Assistance in Enforcement. AFFINITY agrees to provide all assistance reasonably requested by the Client in the establishment, preservation and enforcement of The Client's Intellectual Property Rights in the Deliverables owned by The Client, such as by executing documents, testifying, and all similar activity, such assistance to be provided at The Client's expense but without any additional compensation to AFFINITY. AFFINITY shall, at the expense of The Client, assist The Client or its nominees to register copyrights or trademarks and obtain patents for the Deliverables owned by The Client in any countries throughout the world. AFFINITY hereby irrevocably appoints The Client, and its duly authorized officers and agents, as AFFINITY's attorney to act for and on behalf of AFFINITY in filing all patent applications, applications for copyright or trademark protection and registration amendments, renewals, and all other appropriate documents in any way related to the Deliverables owned by The Client.

9.4. The provisions of this Section 9 shall survive the termination of this Agreement.

10. **CONFIDENTIAL INFORMATION.**

10.1. "Confidential Information" as used herein shall mean with respect to each of AFFINITY and The Client information that: (a) is disclosed or obtained by the other during the course of services being provided under this Agreement; and (b) includes any non-public information that either party indicates as being proprietary and/or confidential, such as know-how, trade secrets, tools, methods, techniques, designs, computer source code, employee information, pricing information, financial information and business strategies. Confidential Information with respect to each of the parties shall not include information that was

rightfully in the possession of the other prior to disclosure, information in the public domain, information received from a third party not under any obligation of confidentiality or information independently developed by the other party.

10.2. AFFINITY and The Client agree to hold all Confidential Information of the other in trust and confidence, not to disclose Confidential Information of the other except to those of its respective employees, consultants and legal counsel as may be required to carry out or enforce the terms and conditions of this Agreement, and not to use Confidential Information except in connection with the services provided hereunder. AFFINITY and The Client agree to make diligent efforts to maintain the secrecy of all Confidential Information of the other with at least the same degree of care that it uses with respect to its own.

10.3. The Client agrees that the compensation arrangements between AFFINITY and Personnel and the financial terms of this Agreement constitute Confidential Information of AFFINITY. The Client agrees not to request that any Personnel disclose such Confidential Information to it and The Client further agrees not to disclose any such Confidential Information to any third parties.

10.4. The parties agree that disclosure or use of Confidential Information in breach of this Section 10 may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.

10.5. The provisions of this Section 10 shall survive the termination of this Agreement for a period of two (2) years.

11. **TERM AND TERMINATION.**

11.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect unless terminated earlier by either party pursuant to this Section 11.

11.2. AFFINITY or the Client may terminate this Agreement or any SOW issued hereunder upon at least thirty (30) days prior written notice to the other in the event that the other has materially breached any of the material terms or conditions hereof and such breach has not been cured within such thirty (30) day period.

11.3. AFFINITY or the Client may terminate this Agreement or any SOW issued hereunder for any reason upon at least ninety (90) days prior written notice to the other.

11.4. AFFINITY may terminate this Agreement upon fifteen (15) days prior written notice to the Client in the event that AFFINITY reasonably determines that the Client's credit rating or financial condition is materially unsatisfactory.

11.5 The Client agrees to pay AFFINITY for all fees and expenses incurred for services provided hereunder through the effective date of termination.

11.6 Either party may terminate this agreement immediately by notice to the other: (i) if any distress or execution is levied on any of the other's property or assets; (ii) if the other makes or offers to make any arrangement or composition with creditors; (iii) if any resolution or petition to wind up the other's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator; or (iv) the other party is affected in any jurisdiction other than England by any proceedings of substantially similar affect to any of those listed in (a), (b) or (c) above.

12. **DISPUTE RESOLUTION.**

12.1. The parties will use good-faith efforts to resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the procedures in this subsection. One party will give the other party notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, representatives of both parties will have a conference call or meet at a mutually acceptable time and place, and shall meet or have conference calls thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If either party intends to have a legal representative attend a meeting or participate in a conference call, it will notify the other party at least two (2) business days before to the meeting to enable the other party to also be accompanied by an attorney. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules. If the parties are unable to resolve the matter within sixty (60) days of the initial notice, each party shall be free to pursue any remedy it shall have at law or in equity.

12.2 Any dispute, claim or difference arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of the arbitration shall be England and Wales. The language to be used in the arbitration shall be English. This agreement is governed by English law. AFFINITY is also entitled to apply to any court worldwide for injunctive and other remedies in order to protect or enforce its Intellectual Property Rights and / or the obligations of confidentiality in clause 10.

12.3 Continuing Performance. AFFINITY will continue performance during any dispute, unless the Client terminates this Agreement for cause or pursuant to Section 11.3.

13. **FORCE MAJEURE.**

13.1. Neither AFFINITY nor the Client shall be considered in breach of this Agreement for its failure to perform or its delay in the performance of any obligation hereunder if the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, governmental actions or requirements, military authority, act of God, shortages in the marketplace, failure of telecommunications, delays in the operation of the communications networks and links or any other event beyond the reasonable control of that party. AFFINITY and the Client agree to take reasonable actions to minimize the effects of any such event or circumstances and use its commercially reasonable efforts to restore performance as soon as commercially practicable following the cessation of such event.

14. **ASSIGNMENT.**

14.1 The Client may not assign or transfer its rights and obligations under this Agreement without AFFINITY's prior written consent, which shall not be unreasonably withheld. AFFINITY may assign or transfer its rights under this Agreement to any of its Affiliates, without the Client's consent. "Affiliate" means an entity under Common Control with AFFINITY. An entity "Controls" another entity if it: (i) holds a majority of the voting rights in it; (ii) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (iii) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (iv) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in "Common Control" if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

15. **GENERAL.**

15.1 All notices required to be given under this Agreement shall be in writing and shall be deemed to be received when delivered if personally delivered or sent by overnight courier or registered post, or five (5) days after sending it by first class post, return receipt requested, if addressed to the parties as set forth on the first page of this Agreement. A party may

change its notice address by written notice to the other party. The Client agrees to send copies of any notices to: Affinity Digital (Technology) Ltd, Charles House, 18-21 Charles Street, Truro, Cornwall TR1 2PQ. AFFINITY agrees to send the Client copies of any notices to:____, fax ()_____.

15.2 AFFINITY's Affiliates shall have the benefit of and the right to enforce all provisions of this agreement which benefit and are enforceable by AFFINITY. Subject to the foregoing, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act of 1999 by any person not a party to it.

15.3. The parties shall at all time be independent parties. Neither party is an employee, joint venture, agent or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other.

15.4. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent it is not invalid or unenforceable; and (c) the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated.

15.5. A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy for a future breach of this Agreement, whether of a like or different character.

15.6. The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding of the parties. They shall not affect the construction or interpretation of this Agreement.

15.7. This Agreement may be executed in counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

15.8. This Agreement, the Confidentiality Agreement, and any Exhibits, Statements of Work, Change Orders or Purchase Orders executed hereunder sets forth the entire agreement between the parties and supersedes all contracts, proposals or agreements, whether oral or in writing, and all negotiations, discussions and conversations, between the parties with respect to the subject matter contained in this Agreement. This Agreement may not be altered, amended or modified or any of its provisions waived except in a written document signed by both parties.

15.9. The provisions of this Section 15 shall survive the termination of this Agreement.