

## G-Cloud 14

# Framework Agreement

Graph Digital Ltd  
10 York Road  
London  
SE1 7ND

**THIS AGREEMENT IS DATED [ ]**

**BETWEEN**

(1) Graph Digital Ltd, a company incorporated in England and Wales with company number 06766964 and whose registered office address is at 226, Upper Richmond Road, London, SW15 6TG (“Graph”); and

(2) [ ], a company incorporated in [ ] with company number [ ] and whose registered office address is at [ ] (“Customer”).

## Introduction

This document sets out the Framework Agreement.

The services provided under this agreement may include Digital Consulting, Technology Consulting, Digital Strategy, Customer Experience Strategy, Service Design, User Research, Experience Design, Technology Strategy, Microsoft Azure & Power Platform Consulting, as well as Cloud Software, Integration, Web and Application Development, QA & Testing, Infrastructure, Operations & Support services (the “Services”).

The Framework Agreement sets out the overall commercial relationship and governance principals and allows the scope of each project to be managed as a separate Statement of Work (SOW) or Letter of Engagement.

For each project request, Graph shall prepare a Statement of Work (SOW) or Letter of Engagement setting out the scope, the team involved, key dates and milestones, the estimated price, and the billing schedule for that project.

# Framework Agreement

## 1. Definitions

- 1.1. The following words and phrases shall, unless the context otherwise requires have the following meanings:
- a) **"Agreement"** has the meaning set out in Clause 2.1;
  - b) **"Commencement Date"** means the date on which this Framework Agreement is signed by the parties or when Graph first commences performance of its obligations under the Agreement, whichever is the earlier;
  - c) **"Confidential Information"** means all confidential information disclosed by a party or its employees, officers, representatives, subcontractors, suppliers, agents or advisers (together its "Representatives") to the other party or its Representatives including any information relating to the business, affairs, customers, Customers and suppliers of the disclosing party (or of any Affiliate of the disclosing party) and any information relating to any business strategies, sales and marketing strategies, services, products, knowhow, designs, pricing, technical specifications, trade secrets or software of the disclosing party;
  - d) **"Customer"** means the legal entity, which receives the Services from Graph under the terms of the Agreement, or the legal entity which is listed in an Order, SOW or Letter of Engagement (as applicable);
  - e) **"Customer Data"** means any data provided to Graph by the Customer or on the Customer's behalf;
  - f) **"Customer Personal Data"** shall mean all personal data supplied to Graph by or on behalf of the Customer and which is processed by Graph in connection with Services; (including any Personally Identifiable Information' (PII))
  - g) **"Customer Laws"** means all applicable laws, rules, regulations, mandatory guidelines and codes which, in the case of the Customer and its Affiliates, impose legal or regulatory requirements on a recipient of the Services or any extension, amendment or re-enactment of such an act that may come about from time to time;
  - h) **"Deliverables"** means all documents, products and materials (including databases, associated software applications and source code) developed by Graph or its subcontractors, consultants and employees in relation to the Services in any form.

- i) **“Services”** means the Services to be provided by Graph to Customer pursuant to this Agreement, as amended from time to time;
  - j) **“Materials”** means any material in whatever form supplied by Customer to Graph under this Agreement;
  - k) **“Intellectual Property”** means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design, domain names and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world; and
  - l) **“Statement of Work” (SOW)** means the detailed plan describing the Services as agreed between the Customer and Graph from time to time.
- 1.2. Unless the context requires otherwise words in the singular include the plural and vice versa and words for any gender shall include all genders. Reference to persons includes a body corporate.
- 1.3. Reference to any statute or statutory provision includes a reference to statutory instruments and orders made further to it and includes consolidations or amendments or modifications or re-enactments.
- 1.4. The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.5. Unless otherwise stated a reference to a Clause or a Schedule or a party is a reference to a Clause in or a Schedule to or a party to this Agreement.
- 1.6. Reference to writing includes any method of reproducing words in a legible and non-transitory form.

## 2. The Agreement

- 2.1. The Agreement consists of the terms of this Framework Agreement together with the applicable Statement(s) of Work and/or Letter(s) of Engagement.
- 2.2. The Agreement shall commence on the date referred to in the applicable Statement of Work or Letter of Engagement and shall, subject to the terms of the Agreement, continue unless terminated in accordance with the terms or period of notice specified in the Statement of Work or Letter of Engagement
- 2.3. Any conflict or inconsistency between any provisions of the documents referred to in Clause 2.1 shall be resolved in accordance with the following order of precedence:
- a) Change Orders, including amendments;

- b) Letter of Engagement;
- c) Statement of Work (SOW);
- d) Framework Agreement

### **3. Provision of Services**

- 3.1. For each project request, Graph shall prepare a Statement of Work (SOW) or Letter of Engagement setting out the scope, the team involved, key dates and milestones, the estimated price, and the billing schedule for that project.
- 3.2. Graph's shall submit each Statement of Work (SOW) or Letter of Engagement for the Customer's review and acceptance. Such offer shall remain open to acceptance by the Customer for a period of 90 calendar days from the date that the Statement of Work or Letter of Engagement is submitted to the Customer.
- 3.3. Customer's acceptance of a Statement of Work (SOW) or Engagement Letter shall form a binding contract between the parties to such SOW or Engagement Letter.

### **4. Change Process**

- 4.1. Customer may require at any time that Graph change the tasks or activities or development of specific functionality by rescheduling them or substituting any activities providing that the estimated budget at completion is not exceeded, such that the project will still be delivered within the defined budget (a "Permitted Variation"). Graph shall implement a Permitted Variation without any additional charge to Customer.
- 4.2. Any changes in scope, other than Permitted Variations will be mutually agreed upon between the parties in accordance with the following process:
  - a) If Graph receives a request from Customer for a variation that will exceed the budget, Graph shall revert to Customer within 5 working days with an indication of any additional costs which it, acting reasonably, considers will result from such variation, or any extension to the estimated timescales in providing the Deliverables.
  - b) Graph shall prepare an updated Letter of Engagement or Statement of Work reflecting the variation and submit it to the Customer.
  - c) If Customer wishes to accept the variation, it shall sign the Letter of Engagement or Statement of Work and submit it to Graph and the Services affected shall be amended in accordance with the terms of the Letter of Engagement, Statement of Work and the Agreement.

## 5. Payment

- 5.1. Graph shall provide a valid invoice to the Customer for the Fees. Unless otherwise stated in a Statement of Work or Letter of Engagement, the Customer shall pay to Graph the Fees for the Services within 14 days of the date of sending of Graph's invoice. Where more than one Service is included in any Order or Letter of Engagement, Graph may invoice the Fees for each of the Services separately.
- 5.2. All Fees are stated exclusive of value-added tax (VAT) which shall be charged at the prevailing rate in accordance with the rules for international cross-border trade for the relevant tax jurisdiction.
- 5.3. Graph may alter the amount of, or the payment terms relating to the Fees at any time during the Term for the following reasons:
  - a) to take account of any increase in the costs or charges of any third-party supplier or licensor to Graph (such as any license costs for third-party software and services incorporated into the Deliverables);
  - b) to pass on any increase in relevant hosting infrastructure charges imposed by any third-party supplier to Graph (such as any infrastructure costs for Microsoft Azure or Microsoft Power Platform licenses incorporated into the Deliverables)
- 5.4. Without limiting Clause 5.3, the Fees may also be increased annually by Graph by 3% or in line with the Consumer Price Index (or other relevant inflation benchmark), whichever is the higher.
- 5.5. If payment of the Fees is not made in full by the Customer by the due date for payment under Clause 5.1 and the terms of the Agreement, Graph may at its discretion and without prejudice to its other rights and remedies:
  - a) suspend the provision of the Services to the Customer until such time as all overdue amounts (including any interest due which shall be charged on any overdue amounts at the rate of 8% per annum above the Bank of England base rate, calculated from the date of the invoice to the date actual payment is received, whether before or after judgment) are paid in full; and/or
  - b) set-off such sums against any sums due to the Customer.

## 6. Mutual Confidentiality

- 6.1. Each party (the "receiving party") shall hold and keep confidential all Confidential Information of the other party (the "disclosing party") and shall not directly or indirectly disclose any such Confidential Information to any third party without the express written permission of the disclosing party.

- 6.2. Nothing in this Clause 6 shall prevent the receiving party from disclosing:
- a) any Confidential Information of the disclosing party to any Affiliate, consultant, subcontractor or other person provided that such disclosure is reasonably necessary for the purposes of the Agreement and that the receiving party has ensured that the recipients are made aware of and agree to provisions no less onerous than this Clause 6 in relation to such Confidential Information;
  - b) any Confidential Information which is or becomes public knowledge, other than by a breach of this Clause 6; and
  - c) any Confidential Information which must be disclosed (as required by law, regulation or order of a competent authority) to any governmental or regulatory body or for any legal or judicial proceedings provided always that the receiving party shall notify the disclosing party of such disclosure in advance (where permitted by law) and shall follow such reasonable instructions of the disclosing party where permissible by law.
- 6.3. Each party acknowledges that any Confidential Information obtained from or relating to the other party or any of its Affiliates in the course of negotiating or in the performance of the Agreement is and shall remain the property of the other party or the relevant Affiliate as applicable.
- 6.4. Notwithstanding the provisions of this Clause 6, Graph may refer to the Customer by company or trading name and to the existence of the Agreement in any marketing or promotional materials of Graph or any Graph Affiliate (including the Graph Website).

## **7. Intellectual Property**

- 7.1. Upon full payment for each Deliverable under this Agreement, Graph grants Customer a perpetual, worldwide, non-exclusive, royalty-free licence to use the intellectual property rights in all work or material created by Graph, or its subcontractors, consultants and employees specifically for that Deliverable under this Agreement, subject to Clauses 7.2 and 7.3 below.
- 7.2. Customer acknowledges and accepts that the intellectual property rights in the images and fonts used within the Deliverable may be commercially licensed to Customer on standard forms of Agreement, which place restrictions on future usage and are not capable of being assigned. Therefore, unless specifically advised to the contrary, the provision of such images to Customer are provided strictly in accordance with those third-party terms and the intellectual property rights in those images will not transfer Customer under the assignment under Clause 7.1.
- 7.3. Where open source and commercially licensed software is used in the provision of Services, Customer's use of that software shall be governed by the terms of the

applicable licence(s). Graph shall provide the terms of the licenses relating to all such software to Customer. Customer warrants and undertakes that it will comply with the terms of the applicable licence(s) as such terms apply to Customer's use of the applicable software.

- 7.4. Customer retains all Intellectual Property Rights in the material supplied by Customer to Graph. Customer warrants that any material and its use by Graph for the purpose of providing the design service will not infringe the copyright or other rights of any third party or otherwise be defamatory of any third person or in breach of any legal requirement. Customer shall provide such evidence as Graph may request from time to time as to the ownership of the copyright in the material or that any material is not in breach of any other legal requirement.
- 7.5. Notwithstanding Clause 7.1, Graph retains the right to use any processes, tools, skills and techniques used, developed or acquired during the performance of this Agreement.
- 7.6. Graph shall be entitled during the continuance of this Agreement to retain a copy of the computer programs provided by Graph to Customer which embody the design and structure of the website, as amended or enhanced from time to time, (the "program materials") and of the source code of the underlying computer programs and all other materials necessary for the proper maintenance of the website. Such copies of the program materials and source code and other materials shall be held in confidence, shall only be used by Graph for the purposes of this Agreement and shall be delivered up (together with all copies thereof) to Customer forthwith upon the termination of this Agreement (howsoever occasioned).
- 7.7. If any corrected or modified version of the program materials shall be made by Graph pursuant to this Agreement, then Graph shall promptly deliver to Customer copies thereof together with:
  - a) the source code of the corrected or modified version of the programs as an electronic download;
  - b) all other materials necessary to enable a reasonably skilled programmer to correct, modify and enhance the corrected or modified version of the program materials without reference to any other person or document.



## 8. Service Level Guarantees

- 8.1. Graph shall perform the Services and provide the Deliverables with reasonable due care, skill and diligence, and in accordance with generally accepted industry standards and practices and any additional standards as agreed between the parties in writing throughout the course of the project.
- 8.2. All guarantees or assurances as to project timelines, service level and response times are subject to Graph receiving full co-operation from Customer and, in keeping to such guarantees or assurances, Graph shall use reasonable endeavours to deliver the Services.
- 8.3. Where Graph specifies that a particular member of staff be dedicated to work for Customer, Graph may due to a reasonable business need such as personal illness, staff shortage, business restructuring or any other reason allocate a replacement member of staff to Customer subject that the replacement member of staff possesses a sufficient level of experience or technical knowledge to provide an equivalent level of service to Customer. Graph will inform Customer of such a change within five working days of such a change being made.
- 8.4. Graph shall, and shall procure that its subcontractors, consultants and employees shall, comply with all of the policies and procedures in place from time to time at the Customer's premises and shall also comply with all reasonable standards of safety in force at the premises where the Services are provided and report to the Customer any unsafe working conditions or practices.

## 9. Customer Obligations

- 9.1. Customer acknowledges that its timely participation and cooperation is necessary for Graph to provide the Services as anticipated in the applicable Statement(s) of Work. Furthermore, Customer acknowledges that any failure to provide necessary information, attend scheduled meetings and phone calls, or provide feedback in a reasonable manner will result in delays, hinder the performance and results of the Services and may impact the estimated cost and schedule detailed in the applicable Statement of Work.
- 9.2. The Customer shall:
  - a) appoint a sole representative with full authority to provide any necessary information and approvals that may be required by Graph (the "Customer Representative").
  - b) ensure that Customer's personnel assigned to the project are available as may be reasonably required by Graph to more fully and efficiently complete the Services.

- c) attend and participate in scheduled calls and meetings;
- d) complete mutually agreed upon Customer responsibilities;
- e) review work in process on a regular basis and provide feedback to the personnel assigned by Graph on in-process and completed work;
- f) notify Graph immediately should Customer require changes to the Services under the Statement of Work, at which time all outstanding amounts payable to Graph shall be invoiced to Customer, and the parties shall, in writing and acting reasonably, amend the Statement of Work to reflect the required changes to the Services;

## 10. Termination

- 10.1. Graph may terminate the Agreement and/or the provision of a Service at any time immediately upon written notice to the Customer if
  - a) Customer is in material breach of the Agreement which is capable of remedy and has failed to remedy such breach within 30 days of a written request from Graph to do so. Any failure by the Customer to pay any sum due under the Agreement by the due date for payment shall, without limitation, be a material breach of the Agreement which is capable of remedy for the purposes of this Clause 10.1(a);
  - b) Customer is in material breach of the Agreement which is incapable of remedy.
- 10.2. The Customer may terminate the Agreement immediately upon written notice to Graph where:
  - a) Graph is in material breach of the Agreement which is capable of remedy, and has failed to take steps to remedy such breach within 30 days of a written request from the Customer to do so; or
  - b) Graph is in material breach of the Agreement which is incapable of remedy.
- 10.3. Notwithstanding the provisions of Clauses 10.1 and 10.2, either party may terminate the Agreement and/or the provision of Services immediately upon written notice to the other in the event of: the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), having a receiver or administrator appointed over the whole or any part of its assets, or making any composition or arrangement with its creditors
- 10.4. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or

the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

- 10.5. Any termination of this Agreement (howsoever occasioned) shall not of itself affect Customer's right to continue to use the Deliverables.

## **11. Consequences of Termination**

- 11.1. In the event of termination of this Agreement:

- a) Graph agrees to deliver to Customer in electronic form, such part of the Deliverables as shall have been completed by Graph and paid for by Customer prior to the date of termination and the provisions of Clause 7.1 shall be deemed to apply hereto;
- b) Customer agrees with Graph promptly to (i) provide Graph with all outstanding payments (if any) due to it and (ii) cease making any reference, whether written or oral, to the relationship with Graph.

- 11.2. On termination of this agreement Graph may, at its discretion, cease providing any Services to Customer pursuant to this Agreement and shall be entitled to remove the Deliverables from their servers. In this event, Graph will provide copies of any data requested to Customer.

- 11.3. None of the parties hereunder shall be liable to pay any compensation to the other for loss of profits or loss of goodwill arising as a result of the termination of this Agreement.

- 11.4. Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to such termination.

- 11.5. The provisions of Clauses 1, 6, 10, 11, 12, 13 and 16 shall survive termination or expiry of this Agreement.

## **12. Warranties and Indemnity**

- 12.1. Each party warrants and represents that it has full capacity and authority, all necessary licences, permits and consents to enter into and perform its obligations under the Agreement

- 12.2. Graph warrants that:

- a) it shall provide the Services using reasonable care and skill in accordance with the standards prevailing in the industry for similar services;

- b) the delivery and use of the Deliverables will not infringe the copyright or other rights of any third party or otherwise be a breach of any legal obligations;
  - c) the Deliverables shall perform materially in accordance with the Software Specification and/or Acceptance Criteria and be materially free from defects; and
  - d) the Deliverables and the media on which the Deliverables are delivered are free from viruses and other malicious code.
- 12.3. Graph shall indemnify the Customer from and against all actions, claims, costs, proceedings, expenses, loss or damage (including, without limitation, reasonable legal costs) in respect of any breach of this Clause 12.

### 13. Liability

- 13.1. Graph's total liability in contract, tort, negligence or otherwise arising out of or in connection with the performance or observance of its obligations, or otherwise, in respect of this Agreement shall be limited in aggregate to all sums paid for the Services in the year immediately preceding the relevant claim.
- 13.2. In any event, neither party shall be liable to the other under, or in connection with, this Agreement in contract, tort, negligence, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise, for any loss (or spoiling) of data, business, contracts, profits or anticipated savings or for any indirect or consequential or economic loss whatsoever.
- 13.3. Graph excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Deliverables, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 13.4. Graph shall not be liable to Customer for any loss arising out of any failure by Customer to keep full and up-to-date security copies of the Deliverables and associated data.
- 13.5. Nothing in this Agreement shall exclude or limit either party's liability to the other for death or personal injury resulting from the negligence of the other.
- 13.6. Each provision in this Clause 13 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding termination of this Agreement.

## 14. Data Protection

- 14.1. The parties confirm that where Services comprise of Graph's processing of Customer Personal Data, Graph shall be the Data Processor and the Customer shall be the Data Controller with respect to such processing
- 14.2. Without prejudice to the remaining provisions of this Clause 14, each party shall comply with the obligations imposed on it by applicable Data Privacy Laws with regard to Customer Personal Data processed by it in connection with Services, including, where applicable, appointing a data protection officer.
- 14.3. Each party shall ensure that where Services require the processing of Customer Personal Data, the description of Services includes the following information:
- a) the subject matter and duration of such Services;
  - b) the nature and purpose of the processing of the Customer Personal Data required by such Services;
  - c) a description of the type(s) of Customer Personal Data processed in connection with such Services; and
  - d) a description of the categories of the data subjects comprised within the Customer Personal Data referred to in this clause.
- 14.4. Graph shall
- a) process the Customer Personal Data strictly in accordance with the documented instructions of the Customer including transfers of Customer Personal Data outside the EEA;
  - b) ensure that any persons authorised by it to process the Customer Personal Data are subject to an obligation of confidentiality;
  - c) implement appropriate technical and organisational measures to ensure that the Customer Personal Data is subject to an appropriate level of security, taking into account the factors stated in Article 32 of the GDPR;
  - d) notify the Customer without undue delay of a personal data breach after becoming aware of it;
  - e) taking into account the nature of the processing, assist the Customer by using appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising a data subject's rights under the GDPR;

- f) taking into account the nature of the processing and the information available to Graph, assist the Customer with regard to the Customer's compliance with its obligations under the following Articles of the GDPR;
  - i. Article 32 (Security of processing);
  - ii. Articles 33 and 34 (Notification and communication of a personal data breach);
  - iii. Article 35 (Data protection impact assessment); and
  - iv. Article 36 (Prior consultation by the Customer with the supervisory authority)
- g) upon termination of Services that required the processing of Customer Personal Data (in whole or in part), at the election of the Customer, deliver up or destroy such Customer Personal Data which is in the possession of, or under the control of, Graph;
- h) at the request of the Customer, provide the Customer with all information necessary to demonstrate Graph's compliance with its obligations under this section 13, including allowing for and contributing to audits and inspections conducted by or on behalf of the Customer;
- i) maintain written records of its processing of the Customer Personal Data (the "Processing Records") as follows
  - i. the name and contact details of:
    - i. Graph and its sub-processors;
    - ii. the Customer;
    - iii. where applicable, the representatives of the Customer, Graph and its sub-processors, and Graph's data protection officer;
  - ii. the categories of processing of the Customer Personal Data carried out on behalf of the Customer;
  - iii. transfers of the Customer Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable, details of the suitable safeguards in place; and
  - iv. where possible, a general description of the technical and organisational security measures taken by Graph, its sub-processors and the Customer.

- 14.5. Graph and its sub-processors and, where applicable, their representatives, shall make the Processing Records available to a supervisory authority on request;
- 14.6. Where, by operation of Clause 14.4 Graph is obliged to provide assistance to the Customer, or to third parties at the request of the Customer (including submission to an audit or inspection and/or the provision of information), such assistance shall be provided at the sole cost and expense of the Customer, save where such assistance directly arises from Graph's breach of its obligations under this Agreement, in which event the costs of such assistance shall be borne by Graph;

## **15. Force Majeure**

- 15.1. Neither party to the Agreement shall be liable to the other for any delay or non-performance of its obligations under the Agreement to the extent that such delay or non-performance is due to circumstances beyond its reasonable control including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, civil commotion, riots, industrial disputes (not involving employees of either party), war (whether declared or not), reduction or interruption in telecommunications networks and the internet, or computer viruses not arising through the fault of either party ("Force Majeure").
- 15.2. A party suffering an event of Force Majeure shall promptly notify the other of the nature and extent of the circumstances giving rise to Force Majeure.
- 15.3. If the relevant Force Majeure prevails for a continuous or aggregate period in excess of 30 days after the date on which the Force Majeure begins, the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be reasonable in all the circumstances.
- 15.4. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer from its obligation to pay Graph any amounts then due and owing to Graph pursuant to the terms of this Agreement.

## **16. Non-Solicitation**

- 16.1. Each party agrees during the term of the Agreement and for a period of 1 year following its termination not to solicit or induce any officer, employee, agent or contractor of the other party involved with the provision of the Services or the management of the Agreement or any significant part thereof to terminate their employment or engagement with the other provided that this clause shall not apply to any offer of employment made to any employee or officer of the other party as a result of or in connection with a bona fide general employment advertisement not targeted specifically at the officers or employees of the other party placed in the ordinary course of business.

- 16.2. If a party is found to be in breach of the above mentioned non-solicitation clause, then that party agrees to compensate the other with a one-off payment of whichever is the lesser of (a) £100,000 or (b) the gross annual salary of the officer, employee, agent or contractor of the other party so solicited or induced.

## **17. Entire Agreement**

- 17.1. This Agreement (as amended from time to time) together with any document expressly referred to in any of its terms, contains the entire Agreement between the parties relating to the subject matter covered and supersedes any previous Agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.
- 17.2. Customer confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly in this Agreement been made a representation and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement save that the Agreement of Customer contained in this Clause shall not apply in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of this Agreement.

## **18. Assignment**

- 18.1. Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

## **19. Alteration of Agreement**

- 19.1. No alteration or modification of, or addition to any provision of this Agreement, shall be valid unless made in writing and signed by a duly authorised representatives of each of the parties.

## **20. Invalidity and Severability**

- 20.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.



## **21. Remedies and Waivers**

- 21.1. No delay or omission on the part of either party in exercising any rights, power or remedy provided by law or under this Agreement shall impair such rights, power or remedy or operate as a waiver thereof.
- 21.2. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other further exercise thereof or the exercise of any other right, power or remedy.
- 21.3. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

## **22. No Partnership**

- 22.1. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

## **23. Further Assurance**

- 23.1. Each party undertakes with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

## **24. Counterparts**

- 24.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

## **25. Dispute Resolution**

- 25.1. All disputes between the parties arising out of or relating to the Agreement or the breach, termination or validity thereof will be referred by either party in writing, first to each party's authorised representative. The authorised representatives will meet and attempt to resolve the dispute within a period of 30 Working Days of the date of the referral of the dispute to them. Where both the authorised representatives agree a solution is not possible between those individuals on behalf of the parties, the individuals shall refer their respective parties to mediation. If following mediation, the parties agree that no solution can be retrieved by mediation, the parties may commence litigation proceedings. Failure to follow the abovementioned process shall

mean that the Customer is liable for any costs reasonably incurred by Graph in this process.

## **26. Governing Law and Jurisdiction**

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

## Signature page

Signed by duly authorised representatives of each party

.....  
Signature of a duly authorised representative of [REDACTED] ("Customer")

.....  
Name

.....  
Date

.....  
Signature of a duly authorised representative of **Graph Digital Ltd** ("Graph")

.....  
Name

.....  
Date