

DIFF002.1 – Terms of Business Agreement v1 22.02.24

1. Introduction

- 1.1. This Agreement sets forth the terms and conditions under which we provide dedicated consultancy services to our clients, assisting them in achieving their objectives and ensuring their success and sustainability in the modern business environment.
- 1.2. By engaging the services of the Consultancy, our clients acknowledge and agree to the terms and conditions outlined in this Agreement, which serves as the foundation of our partnership, underpinning our mutual commitment to transparency, understanding, and excellence in our collaborative endeavours.

2. Agreement

- 2.1. This Terms of Business Agreement ("**TOBA**") is formed between the organisation identified in the applicable Order ("**Client**") and Differentis Ltd, a company registered in England and Wales under registration number 04015681 at Acero, 1 Concourse Way, Sheffield, S1 2BJ ("**Differentis**", "**we**", "**us**", or "**our**").
- 2.2. This Agreement should be considered with our Privacy Policy and any other document detailing either party's terms or obligations.
- 2.3. This Agreement applies in preference to and supersedes any terms and conditions referred to or relied on by the Client, whether in negotiation or at any stage in the dealings between the Company and the Client concerning the services to which this Engagement relates. Without prejudice to the generality of the preceding, the Company will not be bound by any standard or printed terms furnished by the Client in any of its documents unless the Client specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing.

3. Interpretation

- 3.1. Clause and paragraph headings are for information only and shall not affect the interpretation of this Agreement.
- 3.2. A "**person**" includes a natural person, corporation, or unincorporated body (whether or not having a separate legal personality).
- 3.3. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural, shall include the singular.
- 3.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other.
- 3.5. This Agreement shall be binding on and enure to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's representatives, successors and permitted assigns.
- 3.6. A reference to a statute or statutory provision refers to it as amended, extended, or re-enacted from time to time.
- 3.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 3.8. A reference to writing or writing includes fax and email.
- 3.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 3.10. Any words following the terms including include(s), in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 3.11. In the event of any conflict between the provisions of these Terms of Business and an Order, the Order's provisions shall supersede to the extent of the conflict so long as the Order states the parties' intent to supersede these Terms of Business.

4. Definitions

- 4.1. The following definitions apply in this Agreement:
- 4.2. The "**Company**" means Differentis Ltd
- 4.3. The "**Client**" means the person, firm, or company with whom the Company makes the Engagement.
- 4.4. The "**Engagement**" means the Professional services detailed in the quotation/proposal/statement of work against which the Client provides a Purchase Order.
- 4.5. The "**Professional Services**" means the installation or other services described in the quotation/proposal/statement of work.
- 4.6. "**Working Days**" means Monday to Friday, excluding Bank and other public holidays in England.
- 4.7. "**Additional Terms**" means any additional terms set out in an Order from time to time, if any. Such Additional Terms shall apply only to the Services set out in the Order within which the Additional Terms are contained.
- 4.8. "**Agreement**" means these Client Terms of Business, the applicable Order, and any Additional Terms incorporated by reference into the Order.
- 4.9. "**Client Materials**" means all data, documents, information, items, and materials in any form, including such additional materials as Differentis, which may reasonably be required from time to time.
- 4.10. "**Effective Date**" means the date the first Order is executed or, if earlier, the date the Client begins a Trial.
- 4.11. "**Fee**" means the fees payable by Client to Differentis under the Order.
- 4.12. "**Intellectual Property Rights**" means all worldwide rights in intellectual property, arising under statutory or common law or by contract, now existing or hereafter filed, issued, or acquired, including all: patent rights, rights in inventions, copyrights and related rights, moral rights, trademark rights, rights in business names and domain names, rights in get-up, goodwill, and the right to sue for passing off, rights in designs, rights in computer software, database rights and rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other right analogous or related to the foregoing and any other proprietary rights relating to intangible property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.
- 4.13. "**Order**" means a fully executed written order for Services.

- 4.14. **"Service"** means the services provided by Differentis to Client by the terms of this Agreement, as set out in the Order, including, as applicable, the provision of access to the Platform.
- 4.15. **"Data Protection Legislation"** means all applicable data protection regulations, including the UK Data Protection Act 2018, the UK Data Protection, Charges, and Information Regulations 2018, the UK General Data Protection Regulation (GDPR) and the Privacy in Electronic Communications Regulation 2003 (PECR), and any data protection laws amending, replacing, or superseding them.
- 4.16. **"Sub-processor"** means any data processor appointed by Differentis processes personal data in connection with this Agreement.
- 4.17. **"data controller", "data processor", "data subject", "personal data", "special category data", "personal data breach", "supervisory authority", "processing", and "sub-processing"** shall have the meanings as in the Data Protection Legislation and **"processed"** and **"process"** shall be construed per the definition of **"processing"**.
- 4.18. **"Virus"** means a thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

5. The Services

- 5.1. Differentis shall provide the Services per the Order and for the duration set out in the Order.
- 5.2. During the Term, Differentis and Client may enter into additional Orders to provide other Services.
- 5.3. Differentis will only be committed to providing additional Services once both parties have confirmed a new Order in writing. Additional Services will be provided from the date specified in the Order and per the terms of the Order.

6. Fees

- 6.1. Client shall pay the Fees as set out in an Order and per these Terms of Business and the Additional Terms of the Order.
- 6.2. All invoices shall be paid within 14 days of receipt unless otherwise stated in the Order.
- 6.3. Unless agreed in writing in advance, all Fees must be paid in advance of the provision of any Services provided.
- 6.4. All Fees are set forth on an Order exclusive of additional applicable taxes.
- 6.5. All relevant tax rate charges will be passed on to the Client unless the Client has already paid for the Service in full before the change in the rate takes effect.
- 6.6. If Differentis accepts an incorrectly priced Order, the Client will be contacted with the amended Order value. Where Client could have reasonably recognised the pricing error as mispricing, Differentis may terminate this Agreement and any associated Orders, refund Client any sums paid and cease the Service provided.

- 6.7. Client shall pay all Fees in full without set-off, deduction or counterclaim.
- 6.8. If Client fails to pay by the due date in accordance with this Agreement, Differentis reserves the right at its sole discretion to:
 - 6.8.1. Charge interest at a daily rate on all unpaid sums from the due date for payment until payment in full is received, whether before or after judgment, at the lesser of (i) a rate of 5% per annum above the base interest rate published by the Bank of England from time to time or (ii) the maximum rate per annum permitted by applicable law; and/or
 - 6.8.2. Suspend the Client's access to the Services until the overdue amounts are paid in full.
- 6.9. Additional time will be charged at the daily rate if the Engagement takes longer than the number of days quoted if that's due to insufficient or incorrect information provided by the Client, missing software, network, or hardware issues, being not ready/not pre-configured by the Client, or not completing the required pre-requisites as documented in the Project Planning Document/Statement of Work.

7. Expenses

- 7.1. Expenses incurred as a result of the Professional Services Engagement, including but not limited to travel, subsistence, and accommodation, will be recharged to the Client as follows:
 - 7.1.1. UK Mainland: £150 per day
 - 7.1.2. Outside of the UK Mainland at a rate specified in the quotation / proposal / statement of work.

8. Call-Off Days

- 8.1. Where the Professional Services days are paid for in advance and at the time of order, the Client confirms that these are 'Call-Off Days', then the following shall apply:
 - 8.1.1. Professional services shall only be used once the Client agrees they are required.
 - 8.1.2. professional service 'Call-Off Days' shall expire one calendar year from the date of the Company's invoice.

9. Contingency Days

- 9.1. Where contingency days have been purchased but not used during a Professional Services project, such days will be invoiced in full when the project has been completed. The Client agrees that such days will become "**call-off days**".

10. Unused Days

- 10.1. Where, for any reason, the client orders Professional Services days but does not use them during the Professional Services Project, the days will be invoiced in full when the project is completed. The Client agrees that such days will become "**Call-off days**."

11. Delivery and Performance

- 11.1. All times or dates given for delivery of the Professional Services are provided in good faith and shall not be of the essence of any contract.
- 11.2. The Professional Services shall be carried out at the Client's premises unless otherwise stipulated or agreed by the Company.

- 11.3. If the Client refuses or fails to take delivery of Professional Services subsequent to submitting a Purchase Order to the Company, the Company shall be entitled to immediate payment in full for the Professional Services of which the Client refuses or fails to take delivery within one calendar year from the date of order.

12. Health and Safety

- 12.1. Where any of the Company's employees are admitted to the Client's premises under the Engagement, the Client undertakes that it will take such measures as are necessary to ensure that, as far as reasonably practicable, its premises and any plant, equipment, articles, or substances in such premises are safe and without risks to the health of the Company's employees. The Client shall indemnify the Company against all loss, claims and demands suffered by the Company as a result of any breach of this Condition by the Client.

13. Term and Termination

- 13.1. This Agreement shall commence on the Effective Date and continue until it is terminated in accordance with this Clause ("Term").
- 13.2. Unless this Agreement or an Order is terminated in accordance with this Clause, such Order will be valid upon execution until the conclusion of each of the Service periods indicated in the Order.
- 13.3. Unless terminated in accordance with this Clause, this Agreement shall continue for as long as any Order remains in effect.
- 13.4. Orders and Subscription Services shall automatically renew unless:
- 13.4.1. Either party serves notice not less than three months before the renewal date of their intention not to renew or
- 13.4.2. This Agreement is otherwise terminated per the provisions of this Agreement.
- 13.5. Without affecting any other right or remedy available to it, Differentis may terminate this Agreement or any Order with immediate effect by giving written notice to Client if:
- 13.5.1. Client fails to pay any Fee owed to Differentis in accordance with Clause **Error! Reference source not found.** and remains in default at least fourteen days after being notified in writing to pay any outstanding amounts.
- 13.5.2. Client commits a material breach of any other term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within fourteen days after being notified in writing to do so.
- 13.5.3. Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that Client's conduct is inconsistent with Client having the intention or ability to give effect to the terms of this Agreement or
- 13.5.4. Client takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with Client's creditors (other than concerning a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for a solvent restructuring), having a receiver appointed to any of Client's assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 13.6. If Client defaults on a Fee payment more than once during a calendar year, Client shall be liable for the total Fees that would be charged during that calendar year under all active Orders, even if this Agreement is terminated.

- 13.7. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 13.8. Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

14. Consequences of Termination

- 14.1. On termination of this Agreement for any reason:
 - 14.1.1. Client shall pay Differentis all Differentis's outstanding unpaid invoices and interest, and, concerning the Service supplied but for which no invoice has been submitted, Differentis shall submit an invoice, which shall be payable by Client immediately upon receipt.
 - 14.1.2. All rights granted to Client under this Agreement shall cease (except where explicitly permitted under an Order);
 - 14.1.3. The client must immediately cease all activities authorised by this Agreement (except where explicitly permitted under an Order) and
 - 14.1.4. Differentis shall return or destroy any Client Materials Differentis holds within thirty days, at the Client's cost and option.
 - 14.1.5. Client shall return or destroy any Confidential Information Client holds within thirty days of termination or expiration of this Agreement Differentis's earlier request, at Client's cost.

15. Client's Obligations

- 15.1. Client shall provide Differentis with the following:
 - 15.1.1. All necessary cooperation concerning this Agreement; and
 - 15.1.2. Access to all information as may be required by Differentis to provide the Service, including Client Materials, security access information, and configuration services. Client represents and warrants that it has obtained the necessary rights for Differentis to use any Client Materials.
- 15.2. Without affecting its other obligations under this Agreement, Client will comply with all applicable laws and regulations concerning its activities under this Agreement.
- 15.3. The client will carry out all other Client responsibilities set out in this Agreement and any project timeline, documents, charts shared with them or an Order in a timely and efficient manner (provided, if there are any delays in the Client's provision of such assistance as agreed by the parties, Differentis may adjust any agreed timetable or delivery schedule as reasonably necessary, which may mean the postponement of delivery until the next most viable time to achieve the goals of both parties).
- 15.4. Client will obtain and maintain all necessary licences, consents, and permissions for Differentis, its contractors, and agents to perform their obligations under this Agreement, including, without limitation, the Service.
- 15.5. Client hereby grants to Differentis for the Term, a worldwide, non-exclusive, non-transferable, irrevocable (during the Term), non-assignable (except as provided in Clause 19.1), sublicensable, royalty-free licence to store, upload, distribute, transmit, reproduce, and otherwise use Client Materials to provide the Service, including for marketing purposes.

- 15.6. Client shall own all rights, title, and interest in and to all Client Materials that are not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Client Materials.
- 15.7. Client agrees to abide by and maintain adequate data security measures consistent with industry standards and technology best practices, such as those detailed in the BS: EN ISO27001 (Information Security Standard), to protect access to their information, applications, or systems by an unauthorised person.
- 15.8. To the extent that Client processes personal data in connection with the performance of their obligations under this Agreement, Client will comply with all applicable laws and legal requirements to disclose their privacy practices to Clients.
- 15.9. Client represents and warrants that Client has implemented reasonable administrative, managerial, and technical safeguards appropriate to the nature and sensitivity of information processed by Differentis.
- 15.10. Client represents and warrants that Client has not and will not make any disclosure that has been inaccurate, misleading, deceptive, or violated any applicable law.

16. Intellectual Property Rights

- 16.1. The parties may use branding and other protected characteristics belonging to the other party as required to receive or perform the Services, provided such party complies with any branding guidelines provided to such other party.
- 16.2. Except as expressly stated in this Agreement, Client does not grant Differentis any rights, including Intellectual Property Rights, to, under, or in any Client Materials.
- 16.3. All material (including all branding, content, and audio materials), including all Intellectual Property Rights therein, owned (or licensed) by either party (or their licensors) before the Effective Date, shall remain vested with that party (or their licensors). The client will not have any rights to the Services except as expressly granted in this Agreement. Differentis reserves all rights to the Services not expressly granted to Client in accordance with this Agreement.
- 16.4. All material, including any Intellectual Property Rights therein, independently belonging to either party, that does not go on to form part of the Resultant Intellectual Property shall remain vested with that party indefinitely.
- 16.5. Differentis owns and shall own all rights, title, and interest in and to all materials developed or produced under this Agreement as part of the Services, including all Intellectual Property Rights therein (the **"Resultant Intellectual Property"**).
- 16.6. Client agrees that it has all the necessary permissions and licenses to offer any content and materials that may eventually form part of the Resultant Intellectual Property and that any such authority extends to Differentis's use and indemnifies Differentis for any subsequent cost incurred by any infringement, dilution, misappropriation, or other violation of third-party Intellectual Property Rights or other restricted permissions.
- 16.7. If agreed in writing in an Order, Differentis shall grant Client a non-exclusive, royalty-free, worldwide, perpetual, non-sublicensable license to use Resultant Intellectual Property if it is exclusively for Client's use and that such use does not commercially compete with or impact negatively on Differentis's services.
- 16.8. If Client provides any feedback to Differentis concerning the functionality and performance of the Services (including identifying potential errors and improvements), Client hereby

assigns to Differentis all rights, titles, and interest in and to the feedback, and Differentis is free to use the feedback without payment or restriction.

- 16.9. Client shall not interfere with the collection of any performance and usage information relating to an Authorised User's use of the Platform, which the Platform generates or collects which is in aggregated or de-identified form only that does not identify natural human persons or include any personally identifiable data ("**Usage Data**"). Differentis and the Platform collect, generate, and derive Usage Data for Differentis's business purposes, including (i) tracking usage, (ii) providing support for the Platform, (iii) monitoring the performance and stability of the Platform, (iv) prevent or address technical issues with the Platform; and (v) improve the Platform and develop derivative and new products and services.

17. Confidentiality

- 17.1. Client acknowledges that it will have access to certain confidential information of Differentis concerning its business, plans, Clients, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Client shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party except
- 17.1.1. as required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority or
- 17.1.2. to Client's employees, officers, representatives, contractors, subcontractors, or advisers who need to know such Confidential Information to exercise Client's rights or carry out its obligations under or in connection with this Agreement who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement and where Client ensures compliance with the terms of this Agreement) any Confidential Information and shall take reasonable precautions to protect the confidentiality of such Confidential Information that are no less protective than the precautions it takes to protect its own confidential information of like nature and importance.
- 17.2. The Client will not be obligated for any Confidential Information it can demonstrate:
- 17.2.1. is known to the Client before receipt from Differentis directly or indirectly from a source other than one having an obligation of confidentiality to Differentis.
- 17.2.2. becomes known (independently of disclosure by Differentis) to the Client directly or indirectly from a source other than one having an obligation of confidentiality to Differentis.
- 17.2.3. becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Client, or
- 17.2.4. is independently developed by the Client.
- 17.3. Client undertakes that it shall not, at any time during this Agreement, and for five years after termination or expiry of this Agreement, disclose to any person any Confidential Information of Differentis, except as expressly permitted in this Clause or otherwise authorised in writing; provided Client's obligations concerning any Confidential Information that constitutes a trade secret will continue for so long as such Confidential Information remains a trade secret under applicable law.

18. Data Protection

- 18.1. This Data Processing section ("**Data Processing Agreement**" or "**DPA**") aims to enable the processing of information between Differentis and Client to deliver services to Client as per this Agreement lawfully and per Data Protection Legislation. Both parties to this Agreement shall always ensure that the processing of personal data is performed in compliance with all applicable Data Protection Legislation covering the territory where the processing takes place and the following schedules to this part of this Agreement.
- 18.2. When data is shared, the receiving party will treat and keep the disclosing party's information confidential.
- 18.3. While each party may act as a data controller for their purposes outside this Agreement, Client will act as the data controller for this Agreement's purposes and duration, and Differentis will serve as the data processor.
- 18.4. Differentis shall only process personal data in connection with this Agreement per the Client's instruction to deliver the Service as per this Agreement.
- 18.5. Client shall document the lawful basis for processing, including all the details required by data protection regulations and record evidence of any necessary consent.
- 18.6. Client shall carry out a Data Protection Impact Assessment ("DPIA") covering the activity planned under this Agreement. On request, Differentis shall supply a template DPIA containing guidance on its completion.
- 18.7. Differentis shall, on request, share a copy of a decision to share notice covering the processing of personal data under this Agreement.
- 18.8. The purpose of the processing under this Agreement is for Differentis to provide the Service to the client.
- 18.9. Each party shall deploy appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction, or damage. Such measures may include:
 - 18.9.1. Acting only per the terms of this Agreement,
 - 18.9.2. The anonymisation, pseudonymisation, or encryption of personal data,
 - 18.9.3. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
 - 18.9.4. The ability to restore the availability and access to personal data in the event of a physical or technical incident and
 - 18.9.5. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures to ensure the security of the processing.
- 18.10. Each party shall take reasonable steps to ensure the reliability of any employee, agent, third party or contractor who may have access to the personal data, ensuring that access is limited to those who need it and that all such individuals are trained and subject to its confidentiality requirement.
- 18.11. Each party shall notify the other party immediately upon becoming aware of any actual, suspected, or alleged breach of data protection regulations that may impact this Agreement.
- 18.12. If at the time of making the original notification, either party does not have available to it all the information it is required to provide to comply with the requirements of Data Protection Legislation, they shall include any information available at that time and then give the further information as soon as possible after that.

- 18.13. Differentis may use carefully selected Sub-processors to assist with processing. Where this is the case, it shall only be done under the protection of a written agreement, and the Sub-processor should be held to the same exacting standards of security as those detailed in this Agreement.
- 18.14. Differentis shall, on request, provide the data controller with details of any Sub-processors relevant to the provision of the Services under this Agreement.
- 18.15. Where necessary, Differentis will allow Subprocessors to use selected Subprocessors if required to assist with processing. This shall only be done under the protection of a written agreement between the Subprocessor and their Subprocessor. The Subprocessor should be held to the same exacting security standards as this Agreement.
- 18.16. Neither party shall transfer personal data outside the UK without agreeing with the recipient, which includes such provisions as standard contractual clauses, unless the data is to be transferred to a territory that has been granted an adequacy status.
- 18.17. Each party remains responsible for paying for and complying with any penalties or instructions by any regulator.
- 18.18. Nothing in this Agreement shall limit either party's ability to act as a data controller independently and for their purposes outside this Agreement's scope, subject to that party satisfying their obligations regarding lawfulness, transparency, and all other applicable data protection regulations.

19. How Differentis Uses Personal Data Relating to Client

- 19.1. Clients will have access to all the information required to fulfil this Agreement.
- 19.2. Differentis will help the Client respond to data subjects who wish to exercise their rights of access, erasure, and restriction by notifying them of such requests in a reasonable time.
- 19.3. Differentis will use information about the Client's employees to manage the relationship, provide assessment and analysis services, meet obligations to any relevant regulatory authority, develop and improve services, and protect their interests. By "**information**," we mean any information about the Client provided.
- 19.4. Where Client employees provide personal information relating to others (e.g., colleagues, partners, directors), they shall ensure that they only do so if they can demonstrate a lawful basis.
- 19.5. Differentis will retain information collected about the Client for legitimate business purposes for as long as permitted.

20. Warranty

- 20.1. The Company warrants that it will perform all services responsibly and skillfully. If the Company is shown to be in breach of such warranty concerning particular services, then the Company shall, at its option, as soon as reasonably practicable, take such steps as may be reasonably necessary to render the results of such services as they would have been the Company performed such services in accordance with such warranty or refund to the Client such sums as the Client has paid to the Company in respect of such particular services.

21. Indemnity

- 21.1. Client shall defend, indemnify, and hold harmless Differentis and its affiliates and their directors, officers, employees, and agents against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Client's use of the Service not in accordance with this Agreement or Differentis's use of Client Materials.

22. Limitation of Liability

- 22.1. Client acknowledges that the Services have not been developed to meet Client's requirements and that it is, therefore, Client's responsibility to ensure that the facilities and functions of the Services meet Client's needs.
- 22.2. Differentis will be under no liability to the client for any of the following types of losses (whether those losses arise directly in the ordinary course of business or otherwise): pure economic loss, business interruption, loss of profits, loss of business; loss or corruption of data or information; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect, or consequential losses.
- 22.3. In no event will Differentis's total liability arising out of or in connection with this agreement (including the use of or inability to use the service, platform, or additional service) exceed the amounts the client has paid to Differentis under this agreement in the 12 months immediately preceding the date upon which the liability arose.
- 22.4. Nothing in this Agreement excludes or limits liability for (a) death or personal injury arising from its negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability that cannot be excluded or limited under applicable law.

23. Anti-Slavery and Human Trafficking

- 23.1. The Client is subject to Differentis's Anti-modern slavery policy, which may be modified periodically.

24. Environmental protection

- 24.1. The Client is subject to Differentis's Environmental policy, which may be modified periodically.

25. Anti-Bribery and Corruption

- 25.1. The Client is subject to Differentis's Anti-bribery & Corruption policy, which may be modified periodically.

26. Assignment

- 26.1. The Client will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of Differentis.

27. Remedies

- 27.1. If the Client breaches or threatens to breach any provision of this Agreement, they acknowledge that Differentis has the right to seek a permanent injunction to prevent or restrain such a breach. This remedy is in addition to, and not limited to, any other rights and remedies available to Differentis under the law or in equity. The injunction may apply to the Client's partners, agents, representatives, servants, Clients, and any other individual who acts directly or indirectly for or with the Client.

28. Severability

- 28.1. Differentis and Client agree that this Agreement is reasonable, valid, and enforceable. However, if a court of competent jurisdiction holds any term, covenant, condition, or provision of this Agreement invalid, void, or unenforceable, the parties intend for the court to modify the provision only to the extent necessary to make it reasonable and enforceable. The rest of the provisions in this Agreement will remain valid and unaffected by the court's modification.

29. Notices

- 29.1. Any required notices, deliveries, requests, demands, or communications will be deemed completed upon the recipient's email acknowledgement.

30. Modification of Agreement

- 30.1. Any changes to this agreement must be made in writing and agreed upon by both parties or their authorised representatives.

31. Governing law

- 31.1. This Agreement will be construed under and governed by the laws of England.

32. General Provisions

- 32.1. Time is of the essence in this Agreement.
- 32.2. Despite anything else in this Agreement, except concerning the obligation to pay Fees, neither party will be liable for any delay in performing its obligations under this Agreement if events beyond its reasonable control cause that delay. The affected party will be entitled to an appropriate extension of time to perform its obligations.
- 32.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 32.4. This Agreement, together with any relevant written instructions or agreements, constitutes the entire agreement between the parties in respect of the provision of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies concerning any statement, representation, assurance, or warranty (whether made innocently or negligently) not set

out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or any relevant additional terms.

- 32.5. All notices under this Agreement must be in writing (including email) and sent to the recipient's address set out in the Order or to any other address the recipient may tell the other in writing.
- 32.6. This Agreement shall be governed by and construed in accordance with English Law without regard to its rules of conflict of laws. The parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of England (the "English Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the English Courts, and agree not to plead or claim in any English Court that such litigation brought therein has been brought in any inconvenient forum.
- 32.7. Neither party to this Agreement shall be deemed to have waived any power, right or privilege provided in this Agreement, nor shall any single or partial exercise thereof preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement, in case of any failure or delay in exercising such power, right or privilege.
- 32.8. This agreement binds Differentis and the Client's heirs, executors, administrators, successors, and assigns.
- 32.9. This agreement can be signed in multiple copies. Facsimile signatures and images are binding and considered original signatures.
- 32.10. If there is a pre-existing agreement between the parties at the time of executing this agreement, then this agreement will supersede any previous Agreement agreements between Differentis and the Client. This is provided as a condition for both parties entering into this agreement. Any responsibilities, obligations, and liabilities still in effect from any pre-existing Agreement will be void and unenforceable after the execution of this agreement.
- 32.11. This agreement is the complete agreement between the parties, and there are no other items or provisions, whether written or oral. The parties involved in this agreement agree that neither of them has made any representations regarding the subject matter of this agreement except for the representations specifically stated in this agreement.