

T&CS FOR SOW

Updated Sept 2023

TERMS AND CONDITIONS

These Terms and Conditions effective on [REDACTED] (**'Effective Date'**) is entered into between (1) Reply Limited, incorporated in England and Wales (number 03847202) with its registered office at 38 Grosvenor Gardens SW1W OEB (**'Supplier'**); and (2) [REDACTED] Limited, incorporated in [REDACTED] (number [REDACTED]) with its registered office at [REDACTED] (**'Client'**), each being referred to as a **'Party'** and together, the **'Parties'**.

Except where otherwise agreed, all projects are subject to the following:

- Unless otherwise stipulated, for Project work, 50% of all project costs are required before any development work can begin, with the remaining 50% due on completion.
- A delay of more than 30 days because we are awaiting an action from the client, may require that a proportion of remaining project costs are invoiced to cover work already complete.

1. LIMITATION OF LIABILITY

Nothing in this clause "Limitation of Liability" is intended to exclude or limit a party's liability in respect of:

1. death or personal injury caused by its negligence (or the negligence of its employees, contractors or agents);
2. fraud or fraudulent misrepresentation; or
3. liability which cannot be legally limited or excluded under applicable law.

Reply's aggregate liability (and that of its employees, directors, officers, agents and contractors) arising under these terms and conditions or in connection with any project or related Services and/or Deliverables, however that liability arises (whether under breach of contract, tort (including negligence), misrepresentation or breach of legislation) shall, in respect of any and all claims or losses, under no circumstances exceed 100% of the Charges that have been paid and are payable to Reply pursuant these terms and conditions or the project in respect of which such liability arises. In any case, Reply shall not be liable under any circumstances for any: (i) indirect or consequential loss or damage; or (ii) loss of profits, revenue, business, anticipated savings, opportunity, goodwill and/or reputation, whether or not these were in the Parties' contemplation at the time of entering into these terms and conditions or the relevant project. Notwithstanding any other provision herein, the Client's total aggregate liability under this Proposal and any Agreement shall be limited to the amount of fees actually paid by the Client to Reply in the 12 months preceding any incurrence of liability or notice of claim.

2. LEGAL COMPLIANCE

The Client undertakes that any material (including software, hardware, images, content, data and information) supplied or otherwise provided to Reply for the purposes of this Proposal and any agreement based on this Proposal ("Agreement") shall be compliant with applicable laws and regulations and shall not breach any third parties' rights, including but not limited to copyright, patents or rights in relation to inventions, rights in relation to designs, database rights, rights in relation to trade marks or goodwill and other intellectual property rights or rights in confidential information, or infringes any applicable law, regulation or industry code of practice in relation to misleading and comparative advertising, data protection and/or consumer protection ("Third Party Rights").

In this regard, Reply is not responsible for seeking any clearances or permissions to use any material supplied by the Client in relation to a project or for checking for its compliance with relevant Third Party Rights.

Likewise, the Client shall use the products and services supplied by Reply in compliance with the applicable law and regulations and without infringing or adversely affecting any Third Party Rights. In this regard, the Client agrees to hold harmless and indemnify Reply (and its employees or contractors) in respect of any claims and for any loss, damage, liability, fees or expenses (including without limitation, reasonable professional legal fees) which Reply (or those employees or contractors) might suffer due to the Client's non-compliance with the provisions of this clause "Legal Compliance".

3. CONFIDENTIALITY

Each Party (on its own and on behalf of the individual employees and contractors involved in the performance of the project hereunder) ("Receiving Party")– agrees to hold as strictly confidential the data, materials or other information disclosed in this Proposal or other information of a confidential nature related to the plans, activities, business affairs, finances, strategy or organisation of the other Party which it is made aware of in connection with this Proposal or the performance of the Agreement ("Confidential Information"). Accordingly, the Receiving Party undertakes to use such Confidential Information exclusively for the purposes reasonably contemplated under this Proposal and such Agreement.

The above shall not apply to the know-how, data or other information lawfully available to and/or owned by a Receiving Party before the relevant disclosure by the other Party, or that has fallen into the public domain for reasons not attributable to the Receiving Party.



Title in respect of data or information disclosed by a Party hereunder – including copies, reproductions, summaries or parts thereof – remains with such disclosing Party (or its licensors) and any such copies, reproductions, summaries or parts shall immediately be returned to the disclosing Party (or securely deleted on request) in any case of the Proposal not being accepted or termination of the Agreement (as applicable).

4. REFERENCES

Without prejudice to the confidentiality obligations provided for under clause "Confidentiality", Reply may publicly mention the activities performed hereunder among its business references subject always to Reply first receiving written permission from the Client.

5. DATA PROTECTION

In executing this Proposal and/or performing the Agreement the Parties intend to regulate the processing and protection of Personal Data in compliance with applicable laws and regulations, as applicable in the United Kingdom ("UK") including EU Regulation 2016/679 of 27 April 2016, on the protection of persons with regard to the processing of personal data – the EU GDPR as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) ("UK GDPR"); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (v) all other applicable data protection and privacy legislation in force in the UK and European Economic Area ("Data Protection Legislation").

The Client in its capacity will perform the role of the "Data Controller" and the Supplier will be the "Data Processor" for the purposes of processing the Personal Data involved. In this case the Parties will be subject to a Data Processing Agreement ("DPA") where there is personal data processing for the purposes of the Services and will adhere to the obligations under the DPA.

Reply undertakes that the Client's personal data shall only be processed by Reply, a Reply Group or a Third Party agreed upon on writing as is strictly required under this Proposal or a relevant Agreement, and always in accordance with Personal Data Law.

6. ANTI-BRIBERY

For the purposes of this Proposal and any Agreement, the Client and Reply shall strictly comply with (and shall procure that its employees and contractors shall comply with) all applicable laws, regulations, industry codes of conduct and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended, supplemented or replaced from time to time).

7. TERMINATION

Without prejudice to any other terms and conditions that the parties expressly agree, Reply or the Client shall be entitled to withdraw this Proposal or terminate the relevant Agreement upon occurrence of any of the following events:

-the Client or Reply breaches any obligation provided for by clause "Confidentiality";

-the Client or Reply is declared bankrupt or admitted to any other (even voluntary) insolvency or settlement proceedings as a consequence of its debts or ceases (or threatens to cease) payment of its debts as they fall due;

-the Client fails to pay the invoiced amounts due as referred to under clause "Price and Payment Conditions".

In the event of termination of this Agreement by the Client, for whichever reasons, the Client remains liable to pay for any Services, Deliverables, Works etc. already performed and delivered by Reply in compliance with the relevant SOW.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

This Proposal and Agreement shall be construed and interpreted according to English law.

Any dispute concerning the validity, interpretation, performance, fulfilment and/or termination of this Proposal and Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

Partner Signature:



Baxter Willis, Partner - REPLY

Registered Address: 38 Grosvenor Gardens, London, SW1W 0EB

