



General Services Terms & Conditions

JAW Consulting UK

General Services Terms & Conditions.

1. Definitions and Interpretation

1.1 In this Agreement the following words shall have the following meaning unless otherwise expressly stated:

"Charges" means the fees and expenses payable by the Customer to the Supplier;

"Commencement Date" means the date on which the first Work Project Schedule is executed between the Parties;

"Confidential Information" means any and all secret or confidential information;

"Customer" means the customer named in the Work Project Schedule;

"Customer Background IPR" means the intellectual property rights of the Customer in existence at the commencement of the Contract.

"Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679) (GDPR). And the Data Protection Act 2018 (DPA 2018).

"Equipment" means the Customer's hardware, software and equipment which is relevant to the respective Work Project;

"Force Majeure" means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Agreement including without limitation: fire; flood; lightning; failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

"IPR" means the intellectual property rights of either the Customer or the Supplier.

"Location" means the location specified in each respective Work Project Schedule where the Supplier will undertake the Services in respect of that Work Project;

"Parties" means the Customer and the Supplier;

"Party" means the Customer or the Supplier as the context requires;

"Services" means the services provided, or to be provided, by the Supplier to the Customer as set out in each Work Project Schedule;

"Supplier" means JAW Consulting UK;

"Supplier Background IPR" means the intellectual property rights of the Supplier in existence at the commencement of the Contract.

"Terms & Conditions" means the document headed "JAW Consulting UK: General Services Terms and Conditions" but excluding: the Schedules; Work Project Schedules (together with any documentation incorporated by reference in the Work Project Schedules);

"Working Day" means a day other than: a bank holiday; Saturday and Sunday; and a public holiday;

"Work Project" means the services as described in the relevant Work Project Schedule;

"Work Project Schedule" means a completed document signed by both Parties in the form of the pro-forma set out in Schedule 1.

1.2 References to this "Agreement", means the agreement between the Customer and the Supplier, consisting of the terms and conditions contained within this document, the Schedules, Work Project Schedules, and any documentation incorporated by reference in the Work Project Schedules.

1.3 All sums payable hereunder are expressed exclusive of VAT, which shall be separately chargeable.

1.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, and (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.5 To the extent of any conflict or ambiguity between the provisions contained within: (1) the Terms & Conditions; and (2) the Work Project Schedules (including in any documentation incorporated by reference in the Work Project Schedules); the provisions contained in the Terms & Conditions will prevail, unless otherwise expressly stated in: the respective Work Project

Schedules (or documentation incorporated by reference in the respective Work Project Schedules) with express reference being made in such documentation to this Clause 1.5.

2. Commencement & Duration

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement may be terminated on 7 days prior written notice by either Party after:
 - 2.2.1 Completion of all Services by the Supplier; and
 - 2.2.2 Payment by the Customer of all payments in respect of the Work Projects.

3. Supplier's Obligations

- 3.1 The Supplier shall provide the Services to the Customer.
- 3.2 Subject to the Customer's obligations under this Agreement (including without limitation the requirements of clause 4.2.9), the Supplier agrees and warrants to the extent relevant and necessary for the purposes of the Data Protection Act 2018 (references to "**Personal Data**" in this clause are to personal data made available by the Customer to the Supplier for the purposes of this Agreement):
 - 3.2.1 to process the personal data only on behalf of the Customer and in compliance with its instructions pursuant to this Agreement; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Customer of its inability to comply, in which case the Customer is entitled to suspend the transfer of personal data and/or terminate the respective Work Project that is adversely affected as a result;
 - 3.2.2 that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Customer and its obligations under the Agreement, and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by clause 3.2, it will promptly notify the Customer of this fact, in which case the Customer is entitled to suspend the transfer of data and/or terminate the respective Work Project that is adversely affected as a result;
 - 3.2.3 that it has implemented reasonable technical and organisational security measures in respect of the personal data; that it will promptly notify the Customer about:
 - 3.2.3.1 any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - 3.2.3.2 any accidental or unauthorised access to the personal data of which it becomes aware, and
 - 3.2.3.3 any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 - 3.2.4 to deal promptly and properly with all reasonable inquiries from the Customer relating to its processing of the personal data subject;
 - 3.2.5 at the request of the Customer to submit its data processing facilities for audit of the personal data processing activities covered by Clauses 3.2, which shall be carried out by the Customer or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Customer, where applicable, in agreement with the supervisory authority;
 - 3.2.6 to provide such other reasonable assistance and co-operation as required for compliance with the Data Protection Act 2018;
 - 3.2.7 to obtain at least equivalent assurances as those contained in clause 3.2 above, from any subcontractors which it uses in the provision of the services, where such subcontractors are processing any personal data made available by the Customer pursuant to this Agreement.

4. Customer's Obligations

- 4.1 The Customer shall perform its obligations with reasonable skill and care.
- 4.2 The Customer confirms that:
 - 4.2.1 it has full capacity and authority to enter into this Agreement;
 - 4.2.2 it will provide all reasonable access, resources, information and facilities (including without limitation a free car parking space at each Location for the duration that the Services are performed at such Location) in a timely manner to allow the Supplier

to perform the Services;

- 4.2.3 it will ensure that there is an authorised member of staff of the Customer available at all times during the performance of the Services at the Location to provide reasonable assistance to the Supplier;
- 4.2.4 all of the Equipment is fully operational in a manner which will allow the Supplier to perform the Services in respect of that Equipment at the Location;
- 4.2.5 it will maintain and be responsible for its own data and software back up and associated restoration measures (with the Customer acknowledging that it is the Customer's responsibility to ensure that at least a daily back-up is made of its data);
- 4.2.6 it will maintain and be responsible for its own business continuity and disaster recovery measures;
- 4.2.7 it will undertake its obligations as specified in the respective Work Project Schedules;
- 4.2.8 it acknowledges that where services are provided by the Supplier which involve testing (including without limitation penetration testing and exploitive scans), this can result in adverse consequences (the Customer also acknowledges and agrees that: the scanning of IP addresses and/or domain names may expose vulnerabilities and in some circumstances could result in the disruption of services and/or access being provided by the Customer; exploitive scans involve substantial risk of issues, including without limitation, Denial of Service (DOS) attacks, loss of service, hardware failure and loss or corruption of data) (the Customer confirms its consent to the Supplier's afore-mentioned actions, despite such risks and consequences) which the Customer needs to ensure that it (or its relevant third party whose systems are being tested) has its own business continuity and disaster recovery measures in place against (including without limitation to deal with: systems becoming unavailable for access purposes; data loss; and data corruption);
- 4.2.9 it is lawfully granting the Supplier the rights and access to the systems which it is being asked to provide the services in respect of pursuant to this Agreement. Furthermore, the Customer confirms that it will not be requesting the Supplier to undertake any act or omission which will result in a violation by the Supplier or the Customer of: the Computer Misuse Act 1990; the Data Protection Act 2018; Article 8 of the Human Rights Act 1998; or any other legislation or legal requirement.
- 4.2.10 it will indemnify the Supplier in full against all claims, liability, losses, costs and expenses (including without limitation reasonable legal expenses) arising from any claim by any third party in respect of any breach by the Customer of its obligations pursuant to Clauses 4.2.8 and 4.2.9;
- 4.2.11 to the extent that any audits or security services are performed, they will not be undertaken in a manner which is exhaustive and comprehensive in identifying all issues, due to the finite level of resources and time which will be expended on the respective Work Project, and also due to the nature of security issues in general. Consequently, the Customer acknowledges that performance of the Services has the objective of improving the Customer's security arrangements, but that performance of such Services will not remedy any issues identified (as the Supplier will not be implementing any Recommendations which are provided (and with regard to Recommendations, the Customer acknowledges the provisions contained within Clause 8)), and there may exist other security issues which are not revealed during the finite testing or audit services which are performed by the Supplier;
- 4.2.12 it acknowledges that any certification following provision of the Services, will be provided at the Supplier's sole discretion, subject to any agreed certification obligations in the respective Work Project Schedule;
- 4.2.13 it acknowledges that any certification provided by the Supplier will apply to the state of the respective system at the time at which the audit or services for certification purposes are undertaken, and such certification does not provide any assurances in respect of: future threats which have not been tested against by the Supplier as part of the Services; nor any updated certification standards; and
- 4.2.14 the Supplier may undertake credit reference checks of the Customer from time to time, for the Supplier's business purposes.

5. Supplier's Warranties

- 5.1 The Supplier warrants to the Customer that:
 - 5.1.1 it has full capacity and authority to enter into this Agreement;
 - 5.1.2 it will perform the Services with reasonable skill and care;
 - 5.1.3 it will use reasonable endeavours to perform its obligations under this Agreement in accordance with any agreed timescales, although both Parties acknowledge that timing shall not be of the essence in respect of the Supplier's obligations as such timing relates to estimates only.
 - 5.1.4 it will only use the Customer's confidential information, Customer's personal data, and access to the Customer's systems, for the sole purpose of fulfilling its obligations pursuant to this Agreement and for no other purpose.

6. Charges and Invoicing

- 6.1 The Customer shall pay the Charges in accordance with this Agreement.
- 6.2 Without prejudice to the Supplier's additional rights and remedies, if the Customer fails to comply with its obligations pursuant to Clause 4, then the Supplier may:
- 6.2.1 Charge the Customer the full charges for the Services even if it has not been possible to conduct the Services due to the default of the Customer; and/or
- 6.2.2 Re-arrange or repeat the Services for a subsequent date, and charge the Customer for performance of the Services again at that stage.
- 6.3 The Supplier shall invoice the Customer in accordance with the Work Project Schedules, and save where otherwise agreed in writing, payment shall be made without deduction, withholding or set off.
- 6.4 All invoices issued by the Supplier in accordance with this Agreement shall be due and payable by the Customer within 30 days of the date of the invoice.
- 6.5 Without prejudice to any other right or remedy of the Supplier, if the Customer fails to make any payment under this Agreement by the due date for payment then the Supplier shall be entitled to charge the Customer, and the Customer shall pay the Supplier on demand, interest on the unpaid amount at the rate 4% per annum above the Bank of England base rate from the due date for payment until the payment is received in full by the Supplier.

7. Confidentiality

- 7.1 Subject to Clause 7.2, all Confidential Information disclosed or obtained as a result of the Agreement shall be kept confidential by the Parties and neither Party shall use nor disclose the other Party's Confidential Information for any purpose other than performing its obligations pursuant to the Agreement. Where such Confidential Information is disclosed by a Party to its employees, agents or contractors, it shall be subject to confidentiality obligations equivalent to those set out in this Agreement. Each Party shall procure that all such employees, contractors and agents comply with such obligations.
- 7.2 The obligations of confidentiality in Clause 7.1 shall not prevent any disclosure of Confidential Information which either Party can show:
- 7.2.1 is necessary for the proper performance of its obligations under this Agreement;
- 7.2.2 has been carried out with the prior consent of the other Party;
- 7.2.3 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
- 7.2.4 was in its records prior to the Commencement Date (other than from the disclosing Party);
- 7.2.5 was independently disclosed to it by a third party entitled to disclose the same without any duty of confidentiality; or
- 7.2.6 is required to be disclosed under any applicable law, stock exchange requirement, or by order of a court or governmental body or authority of competent jurisdiction.
- 7.3 For the avoidance of doubt, nothing in this Agreement operates to assign ownership in any intellectual property rights (including without limitation copyright), from the Supplier to the Customer or from the Customer to the Supplier.
- 7.4 The Customer acknowledges that it may only use any materials and services provided by the Supplier, for its own internal business purposes in accordance with this Agreement.

8. Intellectual Property

The Customer shall not acquire any right, title or interest in or to the IPRs of the Supplier or its licensors, including: (i) the IPRs relating to the Supplier's Software; (ii) the IPRs relating to the Third Party Software; (iii) the Supplier's Background IPRs; and

(b) the Supplier shall not acquire any right, title or interest in or to the IPRs of the Customer or its licensors, including: (i) the IPRs relating to the Customer's Software; (ii) the IPRs relating to the Customer's documentation, processes and procedures; (iii) the IPRs relating to the Customer's know-how; (v) the IPRs relating to the Customer's Data; (vii) the Customer's Background IPRs.

Where either party acquires, by operation of law, title to IPRs of the other referred to in this clause, and this acquisition is inconsistent with the allocation of title set out in that clause, such IPRs shall be assigned by it to the other party on the request of the other party, whenever that request is made.

9. Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

10. Limitation of Liability

- 10.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for: death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
- 10.2 Subject to Clause 10.1, the Supplier shall not be liable in any circumstances to the Customer for consequential, special, incidental or indirect losses, or the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; loss of data (the afore-mentioned exclusion specifically relating to loss of data, does not apply in respect of liability arising under the Data Protection Act 2018 in respect of the obligations under clause 3.2, in respect of loss of personal data arising from the wrongful acts or omissions of the Supplier or its subcontractors; for the avoidance of doubt, the other exclusions and limitations of liability do still apply); (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.
- 10.3 Subject to Clause 10.1 the aggregate liability of the Supplier for all claims arising under or in connection with this Agreement (whether arising under contract, statute, tort (including without limitation, negligence), or otherwise) in respect of physical damage to premises of the Customer and/or any other tangible property of the Customer shall be limited to a sum equal to the price charged by the Supplier for the specific work project.
- 10.4 Subject to Clauses 10.1 and 10.3, the aggregate liability of the Supplier for all claims arising under or in connection with this Agreement (whether arising under contract, statute, tort (including without limitation negligence) or otherwise) shall be limited to the Charges expressly specified in the respective Work Project Schedule (the respective Work Project Schedule being that in respect of which the breach occurred).
- 10.5 To the extent that the Supplier makes any recommendations or suggestions (whether as part of the Services or otherwise) regarding the Customer undertaking any actions or procuring any third party products (including without limitation software) and/or services (such recommendations and suggestions collectively being referred to as the "**Recommendations**"; the products, actions and/or services referred to in the Recommendations are referred to as the "**Solution**"), the Customer acknowledges that:
- 10.5.1 Such Recommendations should not form the sole basis for any decision or action by the Customer;
- 10.5.2 Such Recommendations relate to actions, and/or third parties' products and/or services, which are unconnected with the Supplier, and therefore the Supplier has no control over such actions, products and services;
- 10.5.3 It is the Customer's responsibility to check internally and with the relevant third party that the Solution is suitable for the Customer's requirements;
- 10.5.4 The Customer will be entering into a contract with the relevant third party for the third party aspect of the Solution, and therefore the Customer accepts that it must ensure that it provides for any rights and remedies which it requires in respect of the Solution, in its contract with such third party;
- 10.5.5 The Customer will be subject to any risks associated with implementing any actions (whether internally itself or by using a third party) which are related to the Recommendations, and therefore the Customer accepts that it must ensure that it provides for its own internal contingency measures to be put in place at its own cost (including without limitation its own disaster recovery and business continuity measures) and it must put in place its own insurance and its own cost to guard against any risks, losses or liability which flow from following the Recommendations or using the Solutions.
- 10.6 Subject to Clause 10.1, the Supplier will not be liable for any issues associated with the Solution, and the Customer confirms that this is reasonable in view of the provisions contained within Clause 8.
- 10.7 Subject to Clause 10.1, the Supplier will not be liable for any issues, costs or expenses associated with the Customer undertaking any software and/or data restoration and/or configuration, and the Customer confirms that this is reasonable in view of Clauses 4.2.5, 4.2.6, 4.2.8, 10.2, 10.5 and 10.8.
- 10.8 The Customer acknowledges that the Charges have been calculated on the basis that the Supplier will exclude and limit its liability as set out in this Agreement, and that the limitations and exclusions of liability in this Agreement are therefore reasonable.
- 10.9 The Customer agrees that the Supplier will not be liable for any issues or adverse consequences arising as contemplated by Clause 4.2.8, except to the extent that such issues arise due to the negligence or wilful misconduct of the Supplier, and then such liability will be subject to the other provisions contained within the Agreement (including without limitation Clause 11).

11. Cancellation, Postponement, Inability to Test

- 11.1 Unless otherwise agreed in writing in a Work Project Schedule, a confirmed booking for the provision of the Testing or Consulting Services may be cancelled or postponed by the Client subject to the application of charges in accordance with Clause 11.
- 11.2 For the avoidance of doubt a postponement event constitutes a delay of no more than ten (10) working days from a previously confirmed start date whilst a Cancellation event constitutes a delay of more than ten (10) working days from a previously confirmed start date.
- 11.3 Where Testing or Consulting Services are cancelled or postponed by the Client with more than ten (10) working days' notice prior to the confirmed start date for the provision of the Testing or Consulting Services, or at any time due to a Force Majeure event, the Client will not be liable for payment of any Fees.
- 11.4 Where Testing or Consulting Services are cancelled or postponed by the Client, for any reason other than Force Majeure, with between six (6) and ten (10) working days inclusive notice to JAW Consulting UK before the confirmed start date for the provision of the Testing or Consulting Services, then the Client will be liable to pay up to 25% of the proportion of the Fees calculated in accordance with Clause 11.7.
- 11.5 Where Testing or Consulting Services are cancelled or postponed by the Client, for any reason other than Force Majeure, with between two (2) and five (5) working days inclusive notice to JAW Consulting UK before the confirmed start date for the provision of the Testing or Consulting Services, then the Client will be liable to pay up to 50% of the proportion of the Fees calculated in accordance with Clause 11.7.
- 11.6 Where Testing or Consulting Services are cancelled or postponed by the Client, for any reason other than Force Majeure, with one (1) working day or less notice to JAW Consulting UK before the confirmed start date for the provision of the Testing or Consulting Services then the Client will be liable to pay 100% of the Fees calculated in accordance with Clause 11.7.
- 11.7 JAW Consulting UK shall limit the calculation of fees arising Clauses 11.4, 11.5 or 11.6 of this policy to the resources allocated for a maximum of five (5) working days from the confirmed start date.
- 11.8 On or after the date on which the provision of the Testing or Consulting Services begins, in the event that JAW Consulting UK is subsequently unable to continue with or complete the Testing or Consulting Services detailed under a Terms of Reference due to the intervention of the Client, or a third party providing a service to the Client, the Client will be liable to pay the Fees in full.
- 11.9 The Client acknowledges that any postponement of the Testing or Consulting Services may also have an impact on the date deliverables will be made to the Client and/or the Fees.
- 11.10 If Testing or Consulting Services postponed by the Client are further postponed or later cancelled this policy will be reapplied to the further postponement or cancellation of the Testing or Consulting Services.
- 11.11 The Client accepts liability for any non-refundable charges for travel

12. Termination

- 12.1 Either Party may terminate this Agreement immediately upon notice in writing to the other Party in the event that the other Party commits a breach of its obligations under this Agreement and:
- 12.1.1 such breach is material and cannot be remedied; or
- 12.1.2 such breach is material and possible to remedy or is a persistent breach and in either case that other Party fails to remedy such breach within 30 days of having been required in writing to remedy such breach.
- 12.2 Either Party may terminate this Agreement immediately upon notice in writing to the other Party (the **"Defaulting Party"**) in the event that:
- 12.2.1 The Defaulting Party shall present a petition or have a bona fide petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.
- 12.3 The Supplier shall be entitled to terminate this Agreement immediately upon notice in writing to the Customer in the event that an invoice remains unpaid for a period of 7 days following the due date for payment.

13. Consequences of Termination

- 13.1 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which have accrued

up to the date of termination.

13.2 The provisions of this Agreement which are expressed to or intended to survive termination, shall continue in full force and effect.

13.3 Upon termination of this Agreement, each Party shall within 5 Working Days return to the other Party all of the other Party's property (including without limitation Confidential Information) in its possession at the date of termination. However, nothing in this Agreement will prevent either Party from retaining a copy of any information (including without limitation Confidential Information) for legal or audit purposes.

14. Anti Bribery

Both parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Anti-Bribery Requirements) and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. In addition, both parties have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010.

15. Force Majeure

15.1 If either Party (the "**Affected Party**") is prevented from complying with its obligations due to Force Majeure, it shall not be in breach of this Agreement or otherwise liable to the other Party (the "**Unaffected Party**") by reason of any delay in performance or non-performance of any of its obligations due to such events.

15.2 If such Force Majeure persists for a continued period of 3 months then the Unaffected Party shall be entitled whilst the Force Majeure persists, to terminate this Agreement immediately upon notice to the Affected Party.

16. Insurance

The Supplier shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this agreement:

(a) a public and products liability insurance policy with a limit of at least £1 million per claim;

(b) a professional indemnity insurance policy with a limit of at least £2 million per claim;

(c) employer's liability insurance with a limit of at least £5 million for claims arising from a single event or series of related events in a single calendar year; and

17. Assignment and Sub-contracting

17.1 Neither Party to this Agreement shall assign this Agreement (whether in whole or in part) without the prior written consent of the other.

17.2 The Supplier may subcontract any or all of its obligations pursuant to this Agreement.

17.3 The Customer acknowledges and consents to the Supplier being able to use the services of subcontractors both inside and outside the EEA (including in India). In both cases, the Supplier shall ensure that it complies with the requirements of clause 3.2 in respect of such subcontractors.

18. Contracts (Rights of Third Parties) Act 1999

18.1 The Parties to this Agreement do not intend any third party to have any benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

19. Relationship

19.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties to this Agreement.

20. Variations

20.1 No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each Party.

21. Severability

- 21.1 If at any time any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.
- 22. No Waiver**
- 22.1 No provision of the Agreement shall be waived unless agreed to be waived by both Parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.
- 23. Entire Agreement**
- 23.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement (the **"Subject Matter"**) and supersedes all other written and oral communications between the Parties relating to the Subject Matter. The express terms, conditions and warranties in this Agreement are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise all of which are hereby excluded to the fullest extent permitted by law (this exclusion therefore also excludes, without limitation, the statutory provisions relating to fitness for purpose and satisfactory quality). The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party's liability for fraudulent misrepresentations.
- 24. Law and Jurisdiction**
- 24.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.
- 25. Counterparts**
- 26.** This Agreement may be entered into by the execution by both Parties of this document, or by the execution by both Parties of 2 identical copies of this document (in this latter case, each copy will be deemed to be a counterpart, and both documents taken together will be deemed to form one contract).
- 27. Non Solicit**
- 27.1 Neither Party shall, for the duration of this Agreement, and for a period of 6 months after its termination, solicit or attempt to solicit services from any employee of the other Party who has been involved in the performance of any obligations under this Agreement.
- 27.2 In the event that either Party is in breach of the provisions of Clause 27.1 it shall immediately pay liquidated damages to the other Party of a sum equal to the gross salary of the employee in question for the 12 month period prior to such breach (or if such employee has not been engaged for a period of at least 12 months prior to the breach, then the calculation shall be based on the period engaged prior to such breach together with the salary which would have been payable after such breach (had such breach not occurred), so that the period equates to 12 months) and the Parties agree that the liquidated damages are a genuine pre-estimate of the loss that a Party will suffer as a result of such breach.
- 27.3 The Customer shall not, for the duration of this Agreement, and for a period of 6 months after its termination (the restricted period being referred to as the **"Restrictive Period"**), enter into a contract with any of the Supplier's contractors or subcontractors (who have been involved in the performance of any obligations of the Supplier under this Agreement (such parties being referred to as the **"Restricted Parties"**)) for services the same as, or similar to, any of those the Customer has received from such Restricted Parties via the Supplier pursuant to this Agreement.
- 27.4 If the Customer breaches Clause 27.3, then it will immediately pay to the Supplier an amount equal to the charges the Supplier would have reasonably charged the Customer for the services which the Customer has procured during the Restrictive Period from the Restricted Parties, and the Parties agree that such liquidated damages are a genuine pre-estimate of the loss that the Supplier will suffer as a result of such breach.

