

Mitra's Terms and Conditions Document



The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of Mitra Innovation Limited, UK.

MITRA INNOVATION LIMITED a company duly incorporated under the laws of England and Wales and having its registered office at 35 New Broad St., London, EC2M 1NH, UK.

TERMS AND CONDITIONS

THIS AGREEMENT is dated **[Date of Signing]**

PARTIES

- 1 **[Client Name]** incorporated and registered in **[England and Wales]** with company number **[reg number]** whose registered office is at **[registered address]** (the "**Company**"); and
- 2 **Mitra Innovation Limited** incorporated and registered in **England and Wales** with company number **08235338**, whose registered office is at **New Broad Street House, 35 New Broad Street, London, EC2M 1NH** ("**Mitra**").

BACKGROUND

Mitra is an experienced and skilled provider of software development, consultancy and support services. Mitra has agreed to provide and the Company has agreed to purchase certain Services from Mitra on the terms and conditions of this Agreement.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

- 1.1.1 **"Affiliate"** means in relation to a party, an entity that is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company.
- 1.1.2 **"Applicable Laws"** means all applicable laws, statutes and regulations from time to time in force.
- 1.1.3 **"Change Request"** means a request for a change to the Services made by Company in accordance with clause 6.
- 1.1.4 **"Data Protection Legislation"** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union applies in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy; and the terms 'data subject', 'personal data', 'data controller' and 'data processor' when used in this Agreement shall have the meanings given in the Data Protection Legislation;
- 1.1.1 **"Deliverables"** means any and all documents, products, developments, improvements, software, reports, materials and all other services developed or provided by Mitra or its agents, subcontractors, consultants and employees in accordance with the terms of this Agreement as more fully described in a Statement of Work.
- 1.1.2 **"Input Material"** means any material provided by the Company in respect of the Services.
- 1.1.3 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, 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 all other intellectual property rights, 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 in any part of the world.

1.1.4 **"Out of Scope"** means any work requested by the Company which is not in the scope of the applicable Statement of Work.

1.1.5 **"Personnel"** means any Supplier personnel who are used in the provision of the Services.

1.1.6 **"Retail Price Index"** means the rate of increase in prices for goods and services as published by the Office of National Statistics from time to time.

1.1.7 **"Service Fees"** means the fees to be paid by the Company to Mitra for the provision of the Services, as specified in a Statement of Work.

1.1.8 **"Services"** means the services and Deliverables to be provided by Mitra under this Agreement, as described in the applicable Statement of Work.

1.1.9 **"Statement of Work"** means a written statement of work annexed as a Schedule to this Agreement and executed by both parties that identifies and defines the scope of the Services to be provided by Mitra under this Agreement. Each Statement of Work shall be subject to and incorporate all of the terms of this Agreement.

1.1.10 **"UK Data Protection Legislation"** means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

1.1.11 **"Working Day"** means a day other than a Saturday, Sunday or public holiday in England.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 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 personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including**, **include**, **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.

2 COMMENCEMENT AND DURATION

- 2.1 Mitra shall provide the Services as set out in each Statement of Work to the Company subject to the terms and conditions of this Agreement.
- 2.2 Mitra shall provide the Services from the date specified in the applicable Statement of Work ("**Commencement Date**").
- 2.3 Mitra may provide the Services from any of its global locations, including remote work locations, such as employees' homes.
- 2.4 The Services supplied under this Agreement shall continue to be supplied until the Services have been delivered in accordance with the applicable Statement of Work, unless this Agreement or the relevant Statement of Work is terminated in accordance with clause 13.
- 2.5 This Agreement will remain in force for a period of 12 months from the Commencement Date, unless terminated in accordance with Clause 13 ("Initial Term"). If notice to terminate is not served, this Agreement will continue for a further period of 12 months ("Extension Period") after the expiry of the Initial Term or subsequent Extension Periods, until such time as the required notice to terminate is issued.

3 SUPPLIER'S OBLIGATIONS

- 3.1 Mitra shall:
 - 3.1.1 provide the Services, and use reasonable endeavours to deliver the Deliverables to the Company in accordance with the applicable Statement of Work, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
 - 3.1.2 cooperate with the Company in all matters relating to the Services, and comply with all instructions of the Company;

- 3.1.3 where applicable, appoint any Personnel, who shall be suitably skilled, experienced and qualified to carry out the Services; and
- 3.1.4 ensure that the Personnel use reasonable skill and care in the performance of the Services.
- 3.1.5 pay the salaries and benefits of any and all personnel employed by Mitra in the performance of the Services and shall pay all taxes, insurances, pension contributions and any and all other wage related costs associated with the employment of said personnel, as per the employment law of the respective countries in which they are employed.
- 3.1.6 supervise, control and maintain efficient and effective discipline over any and all personnel performing its obligations under the Agreement and shall have exclusive, sole right to impose disciplinary action over those personnel.
- 3.1.7 provide basic hardware, software and communication mechanisms in line with Mitra's corporate policy, which may change from time to time. A copy of this information is available on request.

3.2 Mitra shall also:

- 3.2.1 to the extent applicable for the provision of the Services, use reasonable endeavours to ensure that the Personnel observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Company's premises and that have been communicated to it under clause 4.1.3. The Company reserves the right to refuse the Personnel access to the Company's premises. For the avoidance of doubt, access shall only be given to the extent necessary for the performance of the Services;

3.2.2 subject to clause 16.1, in the event Mitra appoints a subcontractor to deliver any or all of the Services, remain fully responsible under this Agreement for the performance of any such subcontractor; and

3.2.3 comply with all Applicable Laws.

3.2.4 grant the Company permission to display Mitra's logo on the Company's website provided that Mitra must first approve in writing what the Company intends to display on their website before the display is live.

3.2.5

4 COMPANY'S OBLIGATIONS

4.1 The Company shall:

- 4.1.1 cooperate with Mitra in all matters relating to the Services;
- 4.1.2 to the extent applicable for the receipt of the Services, provide such access to the Company's premises and data (at the Company's cost), and such office accommodation and other facilities as may reasonably be requested by Mitra and agreed with the Company in writing in advance;

- 4.1.3 where applicable, inform Mitra of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Company's premises; and
- 4.1.4 provide such information as Mitra may reasonably request, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects.
- 4.1.5 not engage directly, or solicit through other service providers, any Mitra personnel (either employees or contractors) during the period this Agreement is in force or within twelve (12) months from the date of termination of this agreement.
- 4.1.6 provide (at the Company's cost) additional hardware, software and technology specifically required for carrying out the Services.
- 4.1.7 provide any training and necessary support to Mitra's team required to deliver the services
- 4.1.8 grant Mitra permission to display the Company's logo on Mitra's website; to develop a case study for marketing purposes, and at its sole discretion, consents to provide a suitable testimonial for the Services upon completion

5 STATEMENTS OF WORK

- 5.1 Where the Company wishes to place an order with Mitra for Services, the Company shall submit to Mitra an order request for Mitra to consider and approve.
- 5.2 On approval of an order request, Mitra shall prepare the relevant Statement of Work to be signed by both parties before commencement of the Services.
- 5.3 Once signed by the parties, such Statement of Work shall be considered to be legally binding. Any modified and or deviating conditions contained in a Statement of Work shall not apply unless expressly approved by both parties in writing.

6 CHANGE CONTROL

- 6.1 At any time before completion of the Services in a particular Statement of Work, the Company may request to change the scope of the Services by submitting a Change Request.
- 6.2 The Change Request prepared by the Company shall state whether the requested change involves:
 - 6.2.1 a change to the Services set out in any existing Statement of Work; or
 - 6.2.2 additional Services beyond the scope of any existing Statement of Work.
- 6.3 Mitra will review the Change Request and will provide its acceptance or rejection in writing to the Company as soon as reasonably practicable.
- 6.4 If accepted by Mitra under clause 6.3, where the Change Request requires additional Services beyond the scope of the existing Statement of Work, the parties shall negotiate and execute a new Statement of Work.
- 6.5 If accepted by Mitra under clause 6.3, where the Change Request involves a modification of the existing Services set out in the existing Statement of Work, then:

- 6.5.1 if the change requested will not have any impact upon the existing cost or timescale for those Services, Mitra shall issue a revised Statement of Work; or
- 6.5.2 in all other cases, Mitra shall issue a preliminary estimate of the additional costs payable by the Company if Mitra was required to implement the modifications to the Services set out in the Change Request.
- 6.6 Within five (5) Working Days of the Company's receipt of the estimate set out in clause 6.5.2:
- 6.6.1 if the Company accepts Mitra's estimate, Mitra will prepare and issue a revised Statement of Work governing the additional work or expense as a result of the Change Request, and such Statement of Work shall be effective when agreed in writing by the parties; or
- 6.6.2 if the Company rejects Mitra's estimate, the Company may withdraw the Change Request in writing.
- 6.7 Any work that is Out of Scope will be dealt with under the normal change control mechanism set out in this clause 6.
- 7 FEES AND PAYMENT**
- 7.1 The Company shall pay the Service Fees as set out in each Statement of Work.
- 7.2 The Services Fees set out in each Statement of Work are exclusive of VAT and all other applicable taxes and local or national government charges. If any withholding taxes are due in the relevant jurisdiction, the Company shall increase the sum payable by it so that, after making the minimum deduction or withholding required, Mitra will receive and be entitled to retain a net sum at least equal to the sum which it would have received had the deduction or withholding not been made.
- 7.3 Any travel fees or expenses incurred in delivering the services will be estimated on each Statement of Work and will be agreed in advance with the Company. Any such travel fees and expenses will be recharged based on actual costs incurred.
- 7.4 Mitra shall submit an invoice to the Company for the Service Fees and any travel fees or expenses in accordance with any milestones set out in each Statement of Work. The Company shall pay each undisputed invoice which is properly due and submitted to the Company by Mitra, within 30 days of receipt, via banking transfer to the bank account details listed below:
- currency] Bank: [obtain from finance team - dependent on jurisdiction and invoice
- Account Name: [obtain from finance team]
- Sort Code: [obtain from finance team]
- Account Number: [obtain from finance team]
- IBAN: [obtain from finance team]
- SWIFT/BIC: [obtain from finance team]
- 7.5 The Company shall reimburse Mitra for all reasonable, proper and necessary expenses incurred by Mitra in the performance of the Services.
- 7.6 If the Company fails to make any payment due to Mitra under this Agreement by the due date for payment, then, without limiting the remedies under clause 13, the Company shall

pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Company shall pay the interest together with the overdue amount.

- 7.7 The Company shall have 5 Working Days from the date of an invoice to notify Mitra in writing of a dispute in relation to Service Fees. The Company shall pay the disputed portion of Service Fees within 15 days of resolution.
- 7.8 Mitra may, at its discretion, suspend or terminate the relevant Services in the event that the Company does not pay any undisputed Service Fees in accordance with the payment terms set out in clause 7.2.
- 7.9 In relation to payments disputed in good faith, interest under clause 7.6 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 7.10 The Company may not set off any liability of Mitra to the Company against any liability of the Company to Mitra, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this Agreement.
- 7.11 From time to time, Mitra and the Company will participate in good faith discussions about the Service Fees payable under this Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The parties acknowledge that all Intellectual Property Rights in any Deliverables shall vest to the Company on full payment of the Services. The Company shall have the sole right to apply for patent rights or any other formal protection in respect of any Intellectual Property Rights in and relating to any Services or works originated as a result of and during the term of the Agreement or as otherwise specifically agreed in writing between the parties.
- 8.2 Mitra shall, as soon as reasonably practicable upon the Company's request, do or procure the doing of all such further acts and things and execute or procure the execution of all such other documents as the Company may from time to time reasonably require for the purpose of securing for Company the full benefit of this Agreement, including any rights and interest in the Deliverables as applicable.
- 8.3 Notwithstanding any other provisions of this Agreement, the parties agree and acknowledge that all Intellectual Property Rights which are owned by either party or licensed to it by a third party and which are in existence prior to the Commencement Date or which are developed otherwise or licenced in the performance of this Agreement shall remain owned by that party or relevant third party owner including in respect of the Company, the Input Material and nothing in this Agreement shall have the effect of transferring ownership of any such rights. The Company will also be liable to pay for any third party licensing costs required for the planning, delivery and ongoing operation and maintenance of the Deliverables.

9 WARRANTIES

9.1 Both parties warrant that they have the requisite authority to execute, deliver and perform its obligations under this Agreement.

9.2 Mitra warrants that:

9.2.1 Mitra will perform the Services with reasonable care and skill;

9.2.2 the Services will conform substantially with all descriptions and specifications provided to the Company by Mitra and as set out in the applicable Statement of Work; and

9.2.3 the Services will be provided in accordance with all Applicable Laws from time to time in force.

9.3 The warranties set out in clause 9.2 are in place of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, Mitra specifically denies any implied or express representation that the products of the Services will be fit:

9.3.1 to operate in conjunction with any hardware items or software products other than with those that are expressly identified in writing to Mitra by the Company; or

9.3.2 to operate uninterrupted or error-free.

9.4 Any unauthorised modifications, use or improper installation of the products of the Services by, or on behalf of, the Company shall render all Mitra's warranties and obligations under this agreement null and void

9.5 The Company warrants to Mitra that the receipt and use in the performance of this Agreement by Mitra, its agents, subcontractors or consultants of any and all Input Materials shall not infringe the rights, including any Intellectual Property Rights, of any third parties.

10 LIABILITY

10.1 Nothing in this clause 10 or any other term of this Agreement shall exclude or limit either party's liability for:

10.1.1 death or personal injury caused by the negligence of its personnel, agents or subcontractors in connection with the performance of their duties hereunder;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any liability that cannot be excluded by Applicable Law.

10.2 In no event shall Mitra be liable to the Company in contract (including under any indemnity), tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profit, business or revenue, failure to realise anticipated savings or benefits, loss of goodwill, loss of opportunity, loss of operation time, loss of or corruption to data, wasted management or staff time, or for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.

10.3 Subject to clauses 10.1 and 10.2, Mitra's aggregate liability to the Company in relation to this Agreement whether arising in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the total Service Fees paid by the Company under the relevant Statement of Work in the twelve (12) months' preceding the date of the occurrence of the first event giving rise to the liability but limited to United States Dollars One Million (USD 1.0 million) only.

11 CONFIDENTIALITY

- 11.1 Each party will keep confidential all information supplied by the other party which is marked or asserted as confidential at the time of its disclosure, and shall not without the prior written consent of the other party use, or make any copies, or disclose to any third party the confidential information for any purpose whatsoever except for the purposes permitted or envisaged under this Agreement and only to the extent necessary for those purposes, and each shall inform its employees and contractors of their duty of confidentiality.
- 11.2 The obligations of confidentiality shall not extend to any part of the confidential information which:-
- 11.2.1 is already known to the recipient prior to its disclosure by the discloser; or
 - 11.2.2 is lawfully received by the recipient from a third party; or
 - 11.2.3 is published at the date of such disclosure or subsequently through no fault of the recipient; or
 - 11.2.4 is independently developed by the receiving party without recourse to the confidential information; or
 - 11.2.5 is required to be disclosed by law to the extent of such required disclosure.
- 11.3 Each party gives the other its consent to publicise the fact that the parties have a business relationship, but not to disclose the terms of this Agreement except that the parties may individually or jointly make public announcements or press releases about the collaboration, subject to prior approval by both parties.

12 PERSONAL DATA

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and Mitra is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Where applicable, the relevant Statement of Work will set out the scope, nature and purpose of processing by Mitra, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).
- 12.3 Without prejudice to the generality of clause 12.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Mitra for the duration and purposes of this agreement.
- 12.4 Without prejudice to the generality of clause 12, Mitra shall, in relation to any Personal Data processed in connection with the performance by Mitra of its obligations under this agreement:
- 12.4.1 process that Personal Data only on the written instructions of the Company unless Mitra is required by Applicable Laws to otherwise process that Personal Data. Where Mitra is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, Mitra shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Mitra from so notifying the Company;

- 12.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 12.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - (a) the Company or Mitra has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Mitra complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Mitra complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
 - 12.4.5 assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.4.6 notify the Company without undue delay on becoming aware of a Personal Data breach;
 - 12.4.7 at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 12.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Company or the Company's designated auditor.
- 12.5 The Company consents to Mitra appointing selected third parties as a third-party processor of Personal Data under this agreement. Mitra confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Company and Mitra, Mitra shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12. This liability shall not exceed the

total Service Fees paid by the Company under the relevant Statement of Work in the twelve (12) months' preceding the date of the occurrence of the first event giving rise to the liability but limited to United States Dollars One Million (USD 1.0 million) only.

12.6

12.7 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

13 TERMINATION

13.1 Subject to clause 2.4, clause 2.5 and clause 13.2, the Company may terminate this agreement at the end of the Initial Period, by giving 90 days written notice to Mitra. Following the Initial Period, this Agreement can be terminated at any time by the Company on 90 days written notice.

13.2 Mitra may terminate this Agreement immediately by giving written notice to the Company if:

13.2.1 the Company fails to pay the Service Fees set out in this Agreement within 30 days of their becoming due; or

13.2.2 there is a change of control of the Company.

13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.3.1 the other party commits a material breach of any of the terms of this agreement (in particular in relation to clause 11 (Confidentiality) and clause 12 (Personal Data)) and (if such a breach is remediable) fails to remedy that breach within 15 Working Days of that party being notified in writing of the breach (or such additional cure period as the non-defaulting party may authorise);

13.3.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

13.3.3 any corporate voluntary arrangement or other composition with creditors is made by the other party or a petition for winding up is filed by or against the other party or the other party enters into voluntary liquidation or a receiver, administrative receiver, administrator or similar officer is appointed to take charge of all or a substantial part of the other party's property or if the other party takes or suffers any analogous procedure under applicable law; or

13.3.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14 CONSEQUENCES OF TERMINATION

14.1 On termination or expiry of this Agreement:

14.1.1 each party shall return to the other all copies of Confidential Information and any other data provided by the other party for the purposes of this

Agreement or destroy or erase such information if instructed to do so by the other party;

14.1.2 the Company will pay all outstanding Service Fees due to Mitra for completed work (including any additional expenses incurred in relation to such Services) immediately; and

14.1.3 Mitra will repay to the Company any Service Fees and additional expenses already paid by the Company for Services not yet rendered by Mitra.

14.2 Following termination or expiry of this Agreement, the following clauses shall continue in force: clause 8 (Intellectual Property Rights), clause 9 (Warranties), clause 10 (Liability), clause 11 (Confidentiality) and clause 22 (Conflict).

14.3 Termination or expiry of this Agreement shall not affect any 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 the Agreement which existed at or before the date of termination or expiry.

15 **FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances and unless otherwise agreed in writing, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month or such other period of time as agreed in writing between the parties, the party not affected may terminate this Agreement by giving seven (7) days' written notice to the affected party.

16 **ASSIGNMENT**

16.1 Mitra may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the Company.

16.2 The Company shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Mitra.

17 **NON-EXCLUSIVITY**

17.1 Mitra shall be free to offer and provide services covered by the Agreement to other persons to the extent permissible by law.

18 **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19 **WAIVER**

19.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20 SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21 ENTIRE AGREEMENT

This Agreement, together with the applicable Statement of Work, constitutes the entire agreement between the parties 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 acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause 20 shall limit or exclude any liability for fraud.

22 CONFLICT

Except where expressly set out in a Statement of Work, in the event of an inconsistency between any of the provisions of this Agreement and the provisions of a Statement of Work, the provisions of this Agreement shall prevail.

23 NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24 THIRD PARTY RIGHTS

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25 NOTICES

All notices to be given under this Agreement must be in writing and sent to the address of the recipient set out in this Agreement, or any other address which the recipient may tell the other in writing. Any notice may be delivered by hand personally or sent by first class prepaid letter (within England) or airmail (if overseas); if by hand, when delivered; if by first class post, 48 hours after posting; and if by airmail, 6 business days after posting.

26 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27 GOVERNING LAW

27.1 This 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 law of England.

27.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by **[NAME]**
for and on behalf of **Mitra Innovation Limited**

.....
[Designation]

Signed by **[NAME]**
for and on behalf of **[Client Co Name]**

.....
[Designation]