



Terms of Business of Pixel Group Ltd

1. Services

Pixel Group will provide services as agreed and set out in a Call Off Agreement, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.

As an independent professional provider, Pixel Group will not be subject to supervision, direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services.

Pixel Group is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and Pixel Group remains responsible for Services performed by any individual on its behalf.

2. Copyright and Intellectual Property Rights

'Deliverable' means a work produced by Pixel Group in the course of Services for delivery to the Buyer. Where pre-existing works are incorporated in any Deliverable, the Buyer has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Buyer upon payment of all fees due to Pixel Group which relate to that Deliverable, and Pixel Group will execute a formal assignment thereof on request by the Buyer.

3. Charges and Payment

- 3.1 Estimates are subject to change if based on incorrect information provided by the Buyer, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Buyer fails to operate correctly (save where the engagement itself is for the repair thereof).
- 3.2 All sums due shall be invoiced and paid as specified in the Call off Agreement. Unless otherwise specific in that Call off Agreement, the Buyer will pay Pixel Group's invoices within 30 days, plus VAT and where payment is on a time and materials basis, Pixel Group may invoice weekly.
- 3.3 If any of Pixel Group's invoices becomes overdue, Pixel Group may suspend provision of Services, and any agreed timescale will be automatically extended; Pixel Group may also terminate an engagement at any time when any payment is more than 7 days overdue from the invoice settlement period.
- 3.4 Pixel Group reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

4. Liability

Pixel Group is not liable for any loss or damage in excess of the higher of (a) £100,000, and (b) 125% of the total fees payable in respect of an engagement, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

5. Termination

Either party may terminate any engagement by one month's written notice to the other, or by immediate written notice if the other is in material breach or if the other becomes insolvent.

6. Non-solicitation of staff

- 6.1 The Buyer will not engage, employ or otherwise solicit for employment any person who during the previous 12 months was an employee, partner, or sub-contractor of Pixel Group and with whom such party had material contact in connection with any engagement, until 6 months after the end of that engagement.
- 6.2 Should the Buyer do so, Pixel Group reserves the right to charge a Referral Fee at a value agreed between the parties acting reasonably.

7. Terms

A contract for an engagement formed on the basis of a Call Off Agreement referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Buyer is intended for the Buyer's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

8. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of an engagement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

9. Status

The Buyer is a Buyer of a business undertaking carried on by Pixel Group, and it is not the intention of either to create or allow to arise any employee/employer relationship.

10. Agency Workers Regulations 2010 ('AWR')

Pixel Group is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services. If any supervision and direction of any individual providing Services on behalf of Pixel Group is required, Pixel Group is responsible for providing such supervision and direction. No individual providing Services on its behalf will work under the supervision and direction of the Buyer. The understanding and intention of all parties is that no individual providing Services on behalf of Pixel Group will be an 'agency worker', within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms.

11. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.