

APPENDIX A: TERMS & CONDITIONS

BACKGROUND

Influential is in the business of providing information technology development and maintenance services, graphic and interface design, software testing and operations management services, and has the infrastructure and necessary technical and skilled manpower to carry out such IT services.

The Client wishes to engage Influential to provide it with the Services set out in the Statement of Work to which these Terms and Conditions are attached and Influential accepts such engagement to provide the Services in accordance with this Agreement.

1. Definitions

In these Terms & Conditions, in addition to the terms defined in the Statement of Work, and unless inconsistent with the context or otherwise specified, the following words shall have the following meanings:

“Acceptance Criteria” means any associated definition in relation and respect to a specific Client Requirements by which the Client Requirements could be considered Completed and whereby the Client Requirement would be then accepted by the Client as satisfying the brief of the Client Requirements in full;

“Agreement” means together these Terms and Conditions and the Statement of Work (including any amended or replacement Statement of Work agreed by the parties from time to time) and any other document expressly referred to;

“Allocation” means the number of Business Days purchased by the Client in respect of the Services and/or Deliverables calculated in accordance with the Statement of Work and delivered by the Personnel;

“Authorised Service Recipient” means any third-party contractor or affiliate of the Client listed as such in the Statement of Work;

“Assumptions” are the foundational beliefs or conditions considered true but unproven, forming the basis for planning and decision-making, subject to validation during project execution.

“Background IP” means all Intellectual Property Rights owned or licensed to Influential which existed prior to this Agreement or which are created independently of and not as a result of the carrying out the Services;

“Business Day” means a day other than a Saturday, Sunday or a bank or public holiday in England;

“Business Ethics Laws” means any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, tax evasion, money-laundering, terrorism, sanctions, collusion bid-rigging or anti-trust, human rights violations (including forced labour and human trafficking) use of conflict minerals or similar activities which are applicable to either Party or to any jurisdiction under the Agreement are performed and/or applicable goods sourced and which shall include: (i) the United Kingdom Bribery Act 2010 (and the maintenance of adequate procedures thereunder); (ii) the Modern Slavery Act 2015; (iii) the United States Foreign Corrupt Practices Act 1977; (iv) the Criminal Finances Act 2017 (to prevent tax evasion); (v) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; and (vi) any United States, United Nations, United Kingdom or European Union sanctions;

"Change" means a material amendment to the Statement of Work that is documented and agreed in writing between Influential and the Client pursuant to clause 5;

"Charges" means the charges payable by the Client in respect of the Services and/or Deliverables calculated in accordance with the Statement of Work on either a fixed price or time and materials basis (or both);

"Confidential Information" means (i) all information and material relating to the business, customers, systems or affairs of either party or its representatives and (ii) any other information that is or has been (a) disclosed by that party to the other party under or in connection with this Agreement whether orally, electronically, in writing or otherwise or (b) learnt, acquired or generated by the other party in connection with this Agreement;

"Commencement Date" is the calendar date by which the delivery of the Services as set out in this Agreement are intended to be started;

"Client Data" means any data which is owned by the Client including any data which relates to its customers;

"Client IP" means all Intellectual Property Rights belonging to the Client including software (whether in source code or object code form) and supporting documentation to be supplied or access given by the Client to Influential for the purpose of delivering the Services and producing the Deliverables;

"Client Requirement(s)" means the Client's reasonable requirements as set out in the Statement of Work;

"Deliverable" or "Deliverables" means (i) one or all items listed in the Statement of Work and (ii) one or all Documents, products and materials developed by Influential or its agents, subcontractors, consultants and employees exclusively in relation to the Services in any form including computer programs and software, data, reports and specifications (including drafts);

"Dependencies" are external factors, resources, or components upon which the project relies for success. These dependencies can include third-party services, libraries, hardware, or other elements critical to the project's functionality and completion;

"Documents" means any written document, drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information or data in any form;

"Foreground IP" means all Intellectual Property Rights created by Influential exclusively for the Client in the course of providing the Services, including the Deliverables, but excluding any Background IP;

"Industry Best Practice" means the exercise of that degree of skill, diligence and foresight that would be expected from a reasonably skilled and experienced operator engaged in the same type of business as Influential;

"Intellectual Property Rights" means copyright, patents, trade marks,, rights in databases, protectable inventions, trade secrets, know-how, rights in designs (whether registered or not), trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made).

"Key Milestone Dates" means the dates referred to as such in the Statement of Work;

"Key Personnel" means any individuals named as such in the Statement of Work and shall include any assigned Project Manager;

"Owned" means where any party/ies, directly or indirectly, owns a 50% or greater interest in any entity, individually or in the aggregate, without need to prove any form of joint arrangement between said parties or that the shares are held jointly;

"Party" means either Influential or the Client;

"Personnel" means any employee or approved subcontractor engaged in providing the Services;

"Project" means the combination of requirements and deliverables that comprise the Services and are delivered by the agreement delivery framework to the Client;

"Project Completion" means the completion of the Project when all Key Milestone Dates have been completed in accordance with the Statement of Work.

"Project Managers" means those persons designated by each party to manage the Services as set out in a Statement of Work;

"Rates" means, where the Charges are calculated on a time and materials basis, the hourly or daily rate per person to be paid by the Client for the Services as detailed in the Statement of Work Daily Rates are based on a 7-hour working day;

"Sanctioning Authority" means the United States of America, United Nations, United Kingdom and/or E.U. or any other applicable competent authority or government;

"Sanctions & Export Controls" means the economic, trade and financial sanctions laws and export, import, re-export, transfer and re-transfer control laws administered and enforced by any Sanctioning Authority;

"Sanctioned Person" means any person, entity or body sanctioned and/or listed by a Sanctioning Authority, whether designated or not (including any entities or bodies Owned and/or controlled by a Sanctioned Party);

"Services" means the services to be carried out as described in the Statement of Work;

"Statement of Work" or **"SoW"** means the Statement of Work which sets out the commercial terms of the agreement reached between the Parties (as amended or updated by the parties in writing) and to which these Terms and Conditions are attached.

1. Business Ethics

- a. Each Party warrants, represents and agrees that it and its affiliates and its and their officers, directors, employees, consultants, agents and/or intermediaries have complied with, and shall comply with, all applicable Business Ethics Laws in connection with this Agreement.
- b. A Party in breach of these undertakings shall indemnify the other Party for any loss or damages arising from such breach.
- c. A breach of Business Ethics Laws shall be deemed a material breach of this Agreement entitling the non-defaulting Party to terminate this Agreement.
- d. Each Party agrees to cooperate with any reasonable audit requests of the other Party to ensure compliance with these provisions.

2. Communication

- a. Determined as relating to all communication between individuals representing the Client and individuals representing Influential.
- b. Meetings will be held remotely via Microsoft Teams unless specific requirements need on-site work to be undertaken by our consulting team with prior written agreement.

3. Confidentiality

- a. Subject to clause 3.a.ii below neither Party shall during the term of this Agreement or thereafter disclose to any person or use for any purpose any Confidential Information obtained by it (the "Recipient Party") from the other (the "Disclosing Party") in connection with this Agreement, but the Recipient Party may:
 - i. disclose Confidential Information to such of its staff or professional advisers who require such disclosure for the proper performance of their duties provided that the Recipient Party has given prior written instructions to such recipients as to the restrictions in use and disclosure contained in this Agreement;
 - ii. use Confidential Information in the proper exercise of its rights and the performance of its obligations under the Agreement.
- b. The Recipient Party shall take such reasonable steps to minimise the risk of unauthorised disclosure or use of any Confidential Information and undertakes to take proper care and implement all reasonable measures to protect the confidentiality of the Confidential Information using not less than the standard of care as it applies to its own Confidential Information.
- c. Upon termination of this Agreement or otherwise at the request of the Disclosing Party, and subject to Influential requiring the information to perform the Services or as otherwise required under the Statement of Work, the Recipient Party shall promptly return all documents or materials in its control, custody or possession which contain Confidential Information of the Disclosing Party to the Disclosing Party and not retain any copies, extracts or other reproductions and shall at the request of the Disclosing Party destroy the Confidential Information (including in the case of electronic copies permanently delete such Confidential Information).

4. Data Protection

- a. The parties agree that Influential shall process any personal data provided to it under this Agreement on behalf of the Client as a data processor and shall do so solely in accordance with the Client's instructions and solely for the purposes of delivering the Services. Influential must promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Requirements. "Data controller", "data processor", "personal data", "personal data breach" and "processing" have the meanings set out in the Data Protection Requirements (as defined below).
- b. Influential shall comply with the General Data Protection Regulation (EU) 2016/679 and any legislation and/or regulations implementing it in the UK including any replacement or amended legislation (the "Data Protection Requirements"), with such compliance to include keeping records of the processing undertaken by Influential.
- c. Influential warrants that it will duly comply with all its obligations under the Data Protection Requirements which arise in connection with this Agreement including to ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.
- d. Influential shall ensure that only those Personnel who need to have access to the personal data are granted access to such data and only for the purposes of the performance of this Agreement.

- e. Where Influential processes any personal data from the Client it shall take reasonable precautions to preserve the integrity of the personal data and to prevent any loss or corruption of that personal data. In the event that the personal data is lost, corrupted or otherwise damaged, accidentally or unlawfully processed or processed without authorisation, or there is a personal data breach, Influential will within 24 hours and in any event without undue delay notify the Client in writing with the following information:
 - i. a description of the situation, including the categories of personal data and approximate number of both data subjects and the personal data concerned;
 - ii. the likely consequences; and
 - iii. a description of the measures taken or proposed to be taken to address the situation, including measures to mitigate its possible adverse effects.
- b. Immediately following any accidental, unauthorised, or unlawful personal data processing or personal data breach, the parties will co-ordinate with each other to investigate the matter. Further, Influential will reasonably co-operate with the Client at no additional cost to the Client, in the Client's handling of the matter, including but not limited to:
 - i. assisting with any investigation;
 - ii. providing the Client with physical access to any facilities and operations affected;
 - iii. facilitating interviews with Influential's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - iv. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Requirements or as otherwise reasonably required by the Client; and
 - v. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised, or unlawful Personal Data processing.
- c. Influential will not inform any third-party of any accidental, unauthorised, or unlawful processing of all or part of the Personal Data and/or a personal data breach without first obtaining the Client's written consent, except when required to do so by domestic or EU law.
- d. Influential will cover all reasonable expenses associated with the performance of the obligations under clauses 4.d and 1.a.iii unless the matter arose from the Client's specific written instructions, negligence, wilful default or breach of this clause 4, in which case the Client will cover all reasonable expenses.
- e. Influential will also reimburse the Client for actual reasonable expenses that the Client incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a personal data breach to the extent that Influential caused or contributed to such processing or breach, including all costs of notice and any remedy.
- f. Influential (and any subcontractor) must not transfer or otherwise process the personal data outside the UK or the EEA without obtaining the Client's prior written consent.
- g. Influential may only authorise a third-party (subcontractor) to process the Personal Data if:
 - i. The Client is provided with an opportunity to object to the appointment of each subcontractor within 20 working days after Influential supplies the Client with full details in writing regarding such subcontractor;
 - ii. Influential enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;
 - iii. Influential maintains control over all of the Personal Data it entrusts to the subcontractor; and
 - iv. The subcontractor's contract terminates automatically on termination of this agreement for any reason.
- h. The parties agree that Influential will be deemed by them to control legally any personal data controlled practically by or in the possession of its subcontractors.
- i. Influential must notify the Client immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the personal data or to either party's compliance with the Data Protection Requirements. In such an event, Influential will give the Client, at no additional cost to the Client, its full co-operation and assistance in responding to any complaint, notice, communication, or data subject request.
 - i. After the end of the provision of the Services Influential shall delete or return all the personal data to the Client and delete existing copies

5. General

- a. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing, and shall be delivered by hand, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- b. No variation to the Agreement shall be effective unless it is in writing and signed by the parties.
- c. Neither party may assign any of its rights or obligations under the Agreement without the prior written consent of the other, not to be unreasonably withheld or delayed.
- d. If any provision or part-provision of the Agreement is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions shall not be affected.
- e. No failure by either party in exercising any right, power or remedy shall operate as a waiver of it.
- f. A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- g. Nothing in the Agreement shall create or be deemed to create a partnership or joint venture between the parties.
- h. The 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 and Wales.
- i. Any disputes arising under this Agreement shall first be resolved by the parties in good faith. Should no resolution be identified, each party irrevocably agrees that the courts of England and Wales 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).

6. Insurance

- a. Influential warrants that it has in effect and will maintain in effect suitable and sufficient (as determined in the reasonable opinion of Influential) professional negligence insurance.
- b. Influential agrees that it shall maintain the insurance policy referred to in clause 12a above during the term of the Agreement and for 6 months following completion of the Services under the Agreement.
- c. Upon request from the Client, Influential will produce to the Client adequate proof of insurance cover, which shall include copies of Influential's policies of insurance and the receipt for the last premium.

7. Intellectual Property

- a. The parties acknowledge and agree that the Deliverables may contain Background IP. All such Background IP shall remain the property of Influential and nothing in this Agreement shall affect its ownership.
- b. Subject to the payment of all Charges, Influential shall grant the Client a non-exclusive, non-transferable right to use such Background IP to the extent required for the Client to use or operate the Deliverables.
- c. On payment of the Charges in full and cleared funds, Influential shall assign all Foreground IP in the Deliverables (and any other product of the Services) to the Client. Influential shall, at the Client's request and cost, do (or procure to be done) all such reasonable further acts may be required to confirm the assignment of the Foreground IP to the Client.
- d. Influential warrants and represents that it has the right to assign the Foreground IP to the Client and to the best of Influential's knowledge the provision of the Services and the Deliverables and the Client's use thereof will not infringe the Intellectual Property Right of a third party.
- e. The Client grants to Influential a non-exclusive, non-transferable, royalty free licence for the duration of this Agreement to use the Client IP and the Foreground IP for the purpose of providing the Services to the Client and delivering the Deliverables.
- f. Influential acknowledges that the Client IP, the Client Data and any other data, software or material provided by it to Influential are and shall remain the property of the Client or its licensors.

8. Limitation of Liability

- a. Nothing in this agreement limits or excludes either party's liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation; or

- iii. any other liability that cannot be limited or excluded by applicable law.
- b. Subject to clause 4, clause 8.a and clause 8.c, neither party shall be liable to the other, whether in contract, tort (including negligence), or otherwise other than for breach of the Data Protection Requirements (for which the parties shall remain liable), arising under or in connection with this Agreement for any special, indirect or consequential: (i) loss; (ii) costs (iii) damages; (iv) goodwill payment; (v) charges; (vi) expenses or (v) any pure economic loss.
- c. Notwithstanding the foregoing, in the event that the actions or omissions of Influential result in or contribute to
 - i. the loss, damage to or destruction of the Client's data (including personal data) and files, Influential shall:
 - 1. repair, reconstruct and/or restore the Client's data and files, at Influential's expense;
 - 2. be liable for any regulatory breaches related to or arising out of their actions or omissions, including indemnifying the Client for any and all regulatory fines and any and all claims, demands, actions, proceedings, losses (including direct, indirect and consequential losses), damages, liabilities (including amounts paid in settlement with the written consent of the other Party, such consent not to be unreasonably withheld or delayed) and charges (including reasonable legal fees), costs (including any reasonable professional costs) and expenses in connection with any unauthorized or unlawful processing or personal data breach to the extent that Influential caused or contributed to such processing or breach. This is in addition to the terms of clause 4;
 - ii. Influential's total liability to the Client shall not exceed the sums payable to Influential by the Client under this Agreement.

9. Location

- a. Work will be undertaken remotely unless specific requirements need on-site work to be undertaken by our consulting team.
- b. If on-site work is required, then travel expenses will be charged in addition to the standard consultancy rate specified.

10. Marketing

- a. Case Study: The Client hereby consents to providing input to a written case study detailing delivery of the Services of this Agreement, within 6 months of acceptance.
- b. Reference Site: The Client will be willing to act as a reference client for prospective clients of Influential via Telephone or Online Web Call (using a pre-agreed platform of the Client's choosing).
- c. Reference Materials: The Client hereby permits the use of its logo on the Influential website, and associated literature.

11. Non-Solicitation

- a. During the course of the Statement of Work and for a period of 12 months after its termination, the Client and Influential shall not solicit or entice away from the other party respectively other than by way of general advertising) any Personnel who at any time prior to such solicitation or enticement were employed in connection with the performance of this Agreement.
- b. Should either the Client or Influential arrange to employ any of the other Party's Personnel within the period mentioned in the clause above, an agency fee of £50,000 or 25% of the annual salary of the Personnel (whichever is greater) shall be payable to the other Party.

12. Personnel

- a. Influential shall ensure that (i) the Personnel are adequately trained and possess the necessary skills for the proper performance of the Services; and (ii) sufficient number of Personnel are employed to carry out the Services to ensure that the Milestone Dates and the Service Levels are met.

13. Payment

- a. In consideration of the provision of the Services by Influential, the Client shall pay the Charges in accordance with the payment terms outlined in the Statement of Work. Unless otherwise expressly specified in the

Statement of Work where the Services are provided on a time and materials basis, the Charges shall be calculated in accordance with the Rates and invoiced monthly in arrears. The Charges are stated in GBP and exclusive of VAT (which shall be calculated in accordance with applicable law).

- b. All undisputed invoices submitted by Influential shall be paid by the Client within 30 days of receipt in accordance with the instructions set out on each invoice. Influential shall be entitled to include within the invoices and the Client shall reimburse Influential for all expenses incurred by Influential in providing the Services, including:
 - i. all reasonable, travel expenses which may be incurred at the request of the Client; and
 - ii. any other expenses for which the Client has agreed to reimburse Influential as specified in the Statement of Work or otherwise in writing.
- c. If this Agreement is validly terminated prior to completion of the Services, the Client shall pay Influential a pro-rata amount of the Charges that reflect the amount of Services provided up to the date of termination.
- d. Late payments of amounts not in dispute shall bear interest at a rate per annum of 2% above the base lending rate from time to time of National Westminster Bank Plc calculated at the date such payments become due. the Client shall pay and be liable for all taxes, duties (including without limitation, sales and value added taxes) but excluding taxes based on Influential's income.

14. Sanctions

- a. Each Party warrants that:
 - i. neither they nor its board of directors or officers are listed as a Sanctioned Person by any Sanctioning Authority; and
 - ii. they shall not involve any Sanctioned Person or engage in any activity with respect to this Agreement that would cause the other Party to be in violation of Sanctions & Export Controls.
- b. Should either Party be in breach of this Clause at any time during this Agreement, then the non-breaching Party shall have the right to terminate the Agreement with immediate effect.

15. Services

- a. Influential shall provide the Services and deliver the Deliverables to the Client (or to any Authorised Service Recipients), in accordance with the Statement of Work.
- b. In providing the Services, Influential warrants and represents that:
 - i. it shall allocate sufficient resources to enable it to comply with the Agreement;
 - ii. the Deliverables shall conform in all material respects with the Client Requirements, but the delivery of the Services is subject to the Assumptions and Dependencies recorded in the Statement of Work;
 - iii. it shall carry out the Services in accordance with any Service Levels;
 - iv. it shall perform the Services with all reasonable skill and care in a timely and professional manner using appropriately qualified personnel and in accordance with Industry Best Practice;
 - v. it shall carry out the Services in accordance with all applicable laws, orders and regulations (including health and safety and environmental protection law and regulations) in force from time in England and Wales;
 - vi. it has obtained all necessary licences and consents required for it to perform the Services;
 - vii. it shall act in accordance with any reasonable instructions given by the Client from time to time;
- c. Where the Deliverables include any software or other equipment purchased from a third party supplier, the Client shall, to the extent possible, obtain the benefit of any manufacturer's warranty in relation to that software or equipment where the benefit of the same is capable of assignment to the Client and in the event of any defects in the Deliverables the Client will make any possible claims under such manufacturer's warranty and not take action against Influential in respect of any claim that has been satisfied under the terms of such manufacturer's warranty

16. Service Acceptance & Testing

- a. Influential shall deliver each Deliverable to the Client for testing and acceptance within the timescales specified in the Statement of Work or by a suitable timeframe as notified in writing.
- b. Upon receipt of the Deliverables, the Client will test all Deliverables within 10 Business Days of submission to ensure that they conform to the Client Requirements by satisfaction of the associated Acceptance Criteria.

- c. If the Client accepts the Deliverables, it shall inform Influential of this fact. If the Client identifies any material defect in a Deliverable such that the Deliverable does not meet the Client Requirements (as defined as part the original scope of the Services) it shall as soon as practicable inform Influential of the defect, providing sufficiently detailed information to identify the defect, on receipt of which Influential shall make any changes to the Deliverable (at its cost) and resubmit for testing.
- d. Once the Acceptance Tests have been successfully Completed the Client shall notify Influential and the Client will be deemed to have Accepted the Deliverables.
- e. If the Client fails to notify Influential of acceptance of the Deliverables or of identification of a material defect in breach of the Acceptance Criteria within the specified timeframe of 10 Business Days, then Influential will automatically confirm acceptance of the Deliverables and any further dependencies such as (i) Milestone Billing, (ii) deployments into specified environments will be commenced.

17. Service Management

- a. The Project Managers of each party shall act as the primary point of contact for the provision of the Services. Either party may assign another individual as its Project Manager subject to providing prior written notice to the other party.
- b. On a periodic basis as specified in the Statement of Work, Influential shall submit a written status report to the Client describing its progress against the agreed Deliverables and/or Key Milestone Dates during the preceding period and where relevant shall include the management information required in the relevant Statement of Work relating to the preceding period.
- c. The parties shall discuss in good faith any recommendation or requirement for a Change to the Services. Influential shall prepare a written estimate of the likely impact on the Charges and the Key Milestone Dates for approval by the Client. Once approved in writing the Change shall form part of this Agreement.

18. The Client's obligations

- a. The Client is responsible for confirming that the Services requested from Influential are complete and accurate and that the information provided to Influential is materially accurate.
- b. Influential is reliant on the Client providing accurate information in respect of the Customer's [information technology and software infrastructure] to make its assumptions for the Project and therefore to provide its costs estimate for the Project. Where the information provided is incorrect or was not sufficient, and therefore the assumptions made were insufficient to allow Influential to provide an accurate estimate, the Client will be responsible for inaccuracies and insufficient information so that Influential will be entitled to charge for such additional works that are required. In the event that the provision of incorrect or insufficient information is such that the costs estimate provided by Influential needs to be materially changed and uplifted by over 25% of the initial costs estimate, Influential will inform the Customer, and give them the option of terminating the Agreement, subject to the Client paying all costs incurred by Influential to that point.
 - i. Estimates are an indication only and based on the information Influential have available at the outset of the Engagement. Estimates are subject to revision and are not a commitment by Influential to carry out the work for the fee stated.
- c. If Influential are required to carry out additional work not previously specified or because of circumstances not disclosed to Influential or circumstances that could not reasonably have been foreseen at the outset, Influential will be entitled to charge for such additional works that are required. Any additional requests outside of the Scope of the Project Requirements will be managed by the Change Control Process.
- d. If Influential's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - i. without limiting or affecting any other right or remedy available to it, Influential shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Influential's performance of any of its obligations;
 - ii. Influential shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Influential's failure or delay to perform any of its obligations as set out in this clause 18.d.ii; and
 - iii. the Client shall reimburse Influential on written demand for any costs or losses sustained or incurred by Influential arising directly or indirectly from the Client Default.

- e. The Client shall:
 - i. co-operate with Influential in all matters relating to the Services and appoint a Project Manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;
 - ii. provide such access to the Client's premises and Client Data, and such office accommodation and other facilities as may reasonably be requested by Influential and agreed with the Client in writing in advance, for the purposes of the Services at no cost to Influential;
 - iii. provide such information and Client Data as Influential may reasonably request and the Client considers reasonably necessary, in order to carry out the Services in a timely manner, and ensure that such information and Client Data is accurate in all material respects at no cost to Influential;
 - iv. inform Influential of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises.

19. Term and Termination

- a. This Agreement shall commence on the Commencement Date and remain in force until completion of the Services, or it is terminated pursuant to this [clause 18.e.iv](#) or renewed as specified in the terms of the Service.
 - i. Where the Agreement specifies a Term for the Service, and a Renewal Date, the Agreement will be automatically renewed at the Renewal Date for the Term specified unless terminated pursuant to clause 18.e.iv.
 - ii. Any changes in fees shall take effect on an anniversary of this Agreement or, after the first year, on an anniversary date as agreed. Annual fee increases shall be limited to RPI plus 3%, capped at 10%, unless otherwise agreed in writing.
 - iii. Without prejudice to any other rights or remedies the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:
 - 1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 2. the other party ceases or threatens to cease carrying on its business; is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction. The provisions in this clause shall not apply to any of the actions listed above which are related to or arising out of a solvent reorganization or restructuring of the other party; or
- b. On termination of this Agreement for any reason:
 - i. the accrued rights and liabilities of the parties as at termination shall survive and continue in full force and effect.