

In this Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:-

<i>'Applicable Laws'</i>	all applicable laws, statutes, regulations [and codes], from time to time in force
<i>'Background Intellectual Property'</i>	any Intellectual Property owned by the Parties prior to the Commencement Date and which is necessary to enable the Services Provider to carry out the Services;
<i>'Commencement Date'</i>	[];
<i>'Confidential Information'</i>	all information (whether recorded or not and, if recorded, in whatever form and whatever media and by whomsoever recorded) relating to all or any part of the business, property, assets, activities, products, services, financial affairs, management, administration, customers or clients of the Client Group or any Group Company and which is, or which is treated by the Group or any Group Company as being confidential to the Group or any Group Company including in particular but without limitation: <ul style="list-style-type: none"> a) trade secrets, customer lists, trading details (including without limitation details of activities, businesses or finances of a Group Company); b) any other information designated by any Group Company as confidential; and c) any information in relation to which any Group Company owes a duty of confidentiality to a third party; but shall not include any information in the public domain (other than to the extent that the same is in the public domain due to a breach of any obligations on the part of the Services Provider);
<i>'Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures'</i>	as defined in the Data Protection Legislation.
<i>'Charges'</i>	the Charges as generally set out in the various Statements of Work relating to this Agreement;
<i>'Data Protection Legislation'</i>	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

<i>'Deliverables'</i>	any items to be provided by the Services Provider and/or Sub-Contractor(s) as part of the Services;
<i>'Employees'</i>	means the personnel employed by the Services Provider wholly or mainly in the provision of the Services from time to time;
<i>'Group'</i>	Client, any holding company of Client and any subsidiaries of Client or of any such holding company;
<i>'Group Company'</i>	any company within the Group;
<i>'holding company' & 'subsidiary'</i>	the same meanings as in the Companies Act 2006 s1159
<i>'Intellectual Property'</i>	includes letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and the right to apply for them in any part of the world, moral rights, inventions, confidential information, know-how, show-how, software source code, wire frames, rights in database, domain names and rights of a similar nature arising or subsisting anywhere in the world in relation to all of the foregoing, whether registered or unregistered;
<i>'Services'</i>	the services to be provided by the Services Provider, details of which are set out Clause 3 and in the various Statements of Work relating to this Agreement;
<i>'Statements of Work'</i>	the various Statements of Work agreed in writing by the Parties from time to time setting out the Services, Deliverables, Timeline and Charges for each work project to be undertaken by the Services Provider in accordance with the Terms of this Agreement. All Statements of Work related to this Agreement shall incorporate as the first paragraph the wording set out in Schedule 1;
<i>'Sub-Contractor(s)'</i>	the individual or individuals appointed by the Services Provider to carry out the services on its behalf.
<i>UK Data Protection Legislation'</i>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679): the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the privacy and Electronic Communications Regulations 2003 (SI 2003.2426) as amended.

1. AGREEMENT

- 1.1. This Agreement shall come into existence upon the Effective Date.
- 1.2. This Agreement and the Proposal represents the entire agreement between the Parties and supersedes all previous conditions, understandings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the provision of Services as outlined in the Proposal.
- 1.3. No amendment to this Agreement will be valid unless confirmed in writing and signed by an authorised signatory of both parties on or after the date of this Agreement.
- 1.4. In the event that any of the terms and conditions of this Agreement is judged to be in whole or in part illegal or unenforceable for any reason the remainder of these terms and conditions shall remain in force.
- 1.5. No delay or failure by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights, or of any breach of any contractual terms, will be deemed to be a waiver of any other right or of any later breach.
- 1.6. Neither party will assign or transfer this Agreement without the prior written consent of the other party. This clause does not impact on Maverick Partners being entitled to use sub-contracted personnel in the performance of the Services.

2. THE SERVICES

- 2.1. Maverick Partners shall supply the Services as specified in the Proposal in accordance with the terms and conditions of this Agreement.
- 2.2. Maverick Partners shall exercise all reasonable skill and care in the performance of the Services. Maverick Partners disclaims and excludes all other warranties whether express or implied in law to the fullest extent permitted by law.

3. PRICE

- 3.1. The estimation/price for the Services is as detailed in the Proposal. There shall be no variation to this price as a result of the actual costs incurred by Maverick Partners except where Maverick Partners incurs additional costs due to any failure of the Customer to perform their obligations, or a variation to the scope of supply or specification is agreed in writing between the parties.
- 3.2. All prices quoted are exclusive of VAT and all other taxes and duties. All such taxes and duties in connection with this Agreement will be promptly reimbursed by the Customer. In the event that travel and subsistence expenses will be incurred in the provision of the Services, these will be outlined in the Proposal, and deemed to be accepted on acceptance of the proposal.

4. PAYMENT

- 4.1. The Customer agrees to pay the price in accordance with the payment arrangements stated in the Proposal.
- 4.2. Payment is to be submitted in pounds sterling to the following account. Starling Bank, Sort Code: 60-83-71 Account Number: 23791028
- 4.3. With the exception of any payments which are due immediately upon receipt of the Purchase Order or prior to commencement of specific activities (as detailed in the Proposal), all payments are to be made within 28 (twenty eight) days of the date of invoice.
- 4.4. All payments which are not received when payable will be considered overdue and remain payable by the Customer together with: (a) interest for late payment at the rate of five per cent (5%) per annum above The Bank of England base rate from the date payable until the date payment is received. Such interest is due for payment immediately on invoice; (b) all reasonable expenses incurred in obtaining payment from the Customer.
- 4.5. Notwithstanding the above provisions for late payment, in such event Maverick Partners may, at its option and without prejudice to any other remedy at any time after payment has become overdue,

terminate this Agreement.

4.6. If Maverick Partners becomes entitled to terminate this Agreement for any reason, any sums then due to Maverick Partners will immediately be payable in full.

4.7. In no case shall any dispute concerning any item or separate part of the work or any further contractual obligation of Maverick Partners to the Customer affect the Customer's obligation in respect of payments for other parts if any part or instalment of the price is not paid when due, or work is held up for any reason attributable to the Customer, or the Customer incurs bankruptcy, insolvency, liquidation or the appointment of a Receiver, the full price of the Services less any sums already paid in respect of the Services and/or works done by Maverick Partners shall immediately become due and payable by the Customer and Maverick Partners may at its option cancel the Contract or cancel or suspend provision of the Services.

5. TIMESCALES

5.1. Maverick Partners shall use its reasonable endeavours to meet milestone and delivery dates detailed in the Proposal. However it is acknowledged and agreed by the parties that Maverick Partners shall not be liable for any loss or damage arising from any failure to meet such dates.

5.2. Maverick Partners will promptly notify the Customer of any delays and the Customer and Maverick Partners shall immediately meet to discuss and agree revised dates and timescales.

5.3. Time of delivery shall not be of the essence of the Contract.

6. NOTICES

6.1. Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

7. CONFLICTS OF INTEREST

7.1. Maverick Partners shall take appropriate steps to ensure that neither Maverick Partners nor any employee, servant, agent, supplier or subcontractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the interests of Maverick Partners or such persons and the duties owed to the Customer under the provisions of this Agreement or the Proposal.

Maverick Partners will disclose to the Customer full particulars of any such conflict of interest which may arise.

7.2. The provisions of this Condition shall apply during the continuance of this Agreement.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

8.1. No person who is not a Party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Customer or Maverick Partners) shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Clause 11. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

9. INTELLECTUAL PROPERTY

9.1 Any Background Intellectual Property or other materials (including, without limitation, software) the Client provides to the Services Provider to perform the Services, remain the sole property of the Client or its licensors.

9.2. Any Background Intellectual Property or other materials (including, without limitation, software) the Services Provider or its Sub-Contractor(s) provides to perform the Services, remain the sole property of the Services Provider or its Sub-Services Provider(s) or licensors.

9.3. If at any time in the course of the Services Provider performing the Services it or the Sub-Contractor(s) makes or discovers or participates in the making or discovery of any new Intellectual Property (the "New Intellectual Property") specifically related to the Services, it will become the absolute property of the Client.

9.4. To the extent that any Background Intellectual Property provided by the Services Provider and/or its Subcontractor(s) is contained within the Services and Deliverables and inseparable there from, the Services Provider grants to the Client an irrevocable, non-exclusive worldwide, royalty-free license to use, execute, display, perform, and distribute that Background Intellectual Property solely as an integral part of the finished Services and Deliverables.

9.5. To the extent that the Services Provider and/or its Subcontractor(s) use or incorporate any third party open source software or other works ('open source Third Party Works') within the Services and Deliverables, the Services Provider shall facilitate the acquisition by the Client of an irrevocable, non-exclusive worldwide, royalty-free license to use, execute, display, perform and distribute those open source Third Party Works as an integral part of the finished Services and Deliverables.

9.6. To the extent that the Services Provider and/or its Subcontractor(s) use or incorporate any chargeable third-party software or other works ('chargeable Third Party Works') in the Services and Deliverables, the Services Provider shall facilitate the acquisition by the Client of an irrevocable, non-exclusive worldwide, license to use, execute, display, perform and distribute those chargeable Third Party Works as an integral part of the finished Services and Deliverables. Should chargeable Third Party Works be required to be incorporated within any Services, then the Services Provider will set out the license cost in the Charges shown in any Statement of Work.

9.7. Subject to payment in full by the Client of all Services Provider invoices which relate to the New Intellectual Property, the Services Provider hereby assigns by way of present and future assignment to the Client all right, title and interest in and to any New Intellectual Property created for the Client under any Statement of Work during the Term of this Agreement, including all statutory and common law rights relating to Intellectual Property and appoints the Client as its attorney and agent to carry out all acts and sign all documents necessary to give effect to transferring all such New Intellectual Property with full title guarantee to the Client.

9.8. Both Parties agree to indemnify and to keep the other Party indemnified in respect of and against all liabilities, claims, damages, losses, costs or expenses (including reasonable legal fees and expenses) arising out of or in connection with all claims and proceedings that possession, use or distribution of any Background Intellectual Property supplied by the other Party or its Sub-Contractor(s) in the provision of the Services infringes or violates any law, copyright, privacy or other intellectual property right of any third party.

9.9. This Clause 9 shall survive the termination of this Agreement.

10. NON-SOLICITATION

10.1. Each party agrees that during the period of this SOW, and for an additional 12 months following this period, neither party will actively recruit, or solicit employees or contractors ('personnel') of the other party. This does not prohibit any personnel of either party from responding to or pursuing employment opportunities through normal media channels, including but not limited to newspapers, professional journals, and internet recruitment sites, as so long as it is not an attempt by either party to avoid the intent of this restriction. In the event that a Party breaches this clause, that Party will pay to the other Party an amount equal to 6 months gross salary of the employee that has been solicited.

11. CONFIDENTIAL INFORMATION

11.1. Neither of the Parties shall at any time, whether before or after the termination of this Agreement, use or communicate to any person (other than in the course of the proper performance of its duties hereunder, or to appropriate professional advisers) any of the trade secrets or confidential information of the other Party which it may receive during the terms of this Agreement, unless in any such case the relevant information is at the relevant time already in the public domain otherwise than by reason of breach of this clause. The obligations set forth in this clause shall survive any expiry or termination of this Agreement for a period of five years.

11.2. Maverick Partners is entitled to refer to work carried out under the Contract in publicity material. Any press release relating to work undertaken shall be submitted to the Customer for approval, which shall not unreasonably be withheld. Where any of Maverick Partners work is used by the Customer for publicity purposes, then such work shall be acknowledged.

12. LIMITATION OF LIABILITY

12.1. Neither Party shall be liable for any indirect or consequential loss or damage suffered including but not limited to, loss of data, revenue, profits, loss of reputation, or loss of interruption of business, however caused, and none of these shall be recoverable losses, even if the same was foreseeable by, or the possibility thereof is or had been brought to the attention of the other Party.

12.2 Nothing in this Agreement shall be construed as limiting or excluding either party's liability in respect of:

- 12.2.1. any intentionally harmful or fraudulent act or omission;
- 12.2.2. any damage to, loss or destruction of real property or tangible personal property;
- 12.2.3. any fraudulent misrepresentation or misstatement;
- 12.2.4. any death or personal injury caused by its negligence or that of its employees or authorised persons; or
- 12.2.5. any liability that may not otherwise be limited or excluded by law.

12.3 Either Party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, arising in connection with this Agreement shall be limited to the aggregated amount of all payments made by the Client to the Services Provider in the six (6) months immediately prior to any liability arising.

13. TERMINATION

13.1. Either party will immediately become entitled to terminate this Agreement forthwith by notice to the other party if the other party; (a) commits any material breach of its obligations under this Agreement and, upon receiving notification from the other of such breach, fails to remedy the breach within thirty (30) days (if capable of remedy); or (b) is involved in any legal proceedings concerning its solvency, or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading, or if serious doubt arises as to its solvency.

14. FORCE MAJEURE

14.1. If either party is obstructed in performing any of its obligations under this Agreement by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 14 days, either party may terminate the Agreement by immediate written notice. Maverick Partners is entitled to charge the Customer for any work that has been undertaken until the suspension date.

15. JURISDICTION

15.1. This Agreement will be governed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.