Brightec Ltd,
Unit 1, Riverside Business Centre
Brighton Road
Shoreham-By-Sea, BN43 6RE
VAT: GB912755719
01273 625959
brightec.co.uk

Address

Dear Full Name

Provision of Services by Brightec Ltd to Client

Project Name: Project Name

Further to our recent discussions, I am pleased to confirm our proposal to work with you in connection with the SkinApp project.

I attach a Statement of Work for the project, along with our T&Cs. The Statement of Work describes the commercial terms of the project, whilst the T&Cs establish a legal framework for the Statement of Work and for future engagements. Together with this letter, the T&Cs and the Statement of Work will create a binding contract. By signing below and providing us with a signed copy of this letter, you agree to that contract.

The offer expressed in this letter is valid until Date. If we have not received a signed copy of the letter by the end of that day, the offer in this letter shall lapse.

Signed for and on behalf of

BRIGHTEC LTD

By Simon Brading .....

Signed to confirm acceptance:

for and on behalf of

CLIENT ORGANISATION

By Client Full Name .....

Date .....

Terms and Conditions

Brightec has expertise in app and web development, support and maintenance, user research, QA and testing, accessibility services and release support. The Client requires some or all these services, as detailed in one or more Statements of Work. These T&Cs will govern all Statements of Work agreed by the parties and apply to the exclusion of all other terms or conditions.

1. Definitions

1.1 In the Agreement:

"**Agreement**" means the agreement between Brightec and the Client incorporating the Letter, these T&Cs, the Schedules, each subsisting Statement of Work, and any amendments to the Agreement from time to time;

"**App**" means any software application with respect to which Brightec provides the Services, including any App that is designed, developed, tested, maintained or supported through the Services;

"**Background IPR**" means the IPR in the Background Materials;

"**Background Materials**" means those elements of the Deliverables that existed before the entry into force of the Statement of Work for those Deliverables (which may include framework code and general purpose / utility software libraries);

"**Brief**" means any summary or description of Deliverables set out in the *Scope of Works* section of the relevant Statement of Work, as it may be varied in accordance with the Agreement or by the written agreement of the parties from time to time;

"**Brightec**" means Brightec Limited, a company incorporated in England and Wales (registration number 05828547) having its registered office at Unit 1, Ground Floor, Riverside Business Centre, Shoreham-By-Sea, England, BN43 6RE;

"**Brightec Confidential Information**" means: (a) the financial terms of each Statement of Work; (b) any other information disclosed by or on behalf of Brightec to the Client during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Client (acting reasonably) to be confidential;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Confidential Information**" means Brightec Confidential Information and the Client Confidential Information;

"**Client**" means the person (natural or legal) identified as such in the Letter and in each Statement of Work;

"**Client Code**" means any software code included in the Client Materials;

"**Client Confidential Information**" means: (a) the Client Personal Data; and (b) any other information disclosed by or on behalf of the Client to Brightec during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by Brightec (acting reasonably) to be confidential;

"**Client Materials**" means all works and materials provided by Client to Brightec for incorporation into the Deliverables or some other use relating to the Services;

"**Client Personal Data**" means any Personal Data that is processed by Brightec on behalf of the Client in relation to the Agreement, as specified in a Statement of Work;

"**Data Protection Laws**" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

"**Defect**" means a defect, error or bug in software Deliverables developed by Brightec through the Services having a material adverse effect on the functionality, performance or security of the software Deliverables, but excluding any defect, error or bug caused by or arising as a result of: (a) any Client Code; (b) a failure of the Client to perform or observe any of its obligations in the Agreement; and/or (c) an incompatibility between the software Deliverables and any other system, network, application, program, hardware or software not specified as compatible in the Brief;

"**Deliverables**" means any works and materials that Brightec has an obligation to deliver to the Client under a Statement of Work, which may include an App or Apps developed through the Services and associated user documentation;

"**Distribution Platform**" means a third party distribution platform through which software Deliverables have or will be distributed (which may include the Apple App Store or Google Play Store);

"**Effective Date**" means the date upon which the Client signs the Letter, following the signature and issue of the Letter by Brightec, providing that such date must be within any validity period specified in the Letter;

"**EU GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"**Expenses**" means any travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by Brightec exclusively in connection with, the performance of Brightec's obligations under the Agreement;

"**Fees**" means the fees, charges and other amounts payable by the Client to Brightec under the Agreement, as specified in a Statement of Work or elsewhere in the Agreement, or otherwise agreed by the parties in writing;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (which may include failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"**Indemnity Event**" has the meaning given to it in Clause 15.1;

"**IPR**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, trade marks patents and rights in designs);

"**Letter**" means the letter issued by Brightec to which these T&Cs are attached or with which these T&Cs are enclosed;

"**Malware**" means any virus, Trojan horse, time bomb, key-lock, spyware, worm, malicious code or other software program designed to or able to, without the knowledge and authorisation of Brightec, disrupt, disable, harm, interfere with the operation of or install itself within or on any software, computer data, network memory or hardware;

"**Marketing Materials**" has the meaning given to it in Clause 11.1;

"**New IPR**" means all IPR in the Deliverables, excluding the Background IPR and excluding the IPR in the Client Materials and the Third Party Materials;

"**Personal Data**" means personal data under any of the Data Protection Laws;

"**Rate Card**" means Brightec's standard rate card for time-based charging, which may be set out in a Statement of Work and may be updated by Brightec in accordance with Clauses 8.4 and 8.5;

"**Services**" means any services that Brightec provides to the Client, or has an obligation to provide to the Client, under any Statement of Work or any other provision of the Agreement – which may include App development, UI/UX design, user research, support and maintenance, QA and testing, accessibility services, and/or release support;

"**Statement of Work**" means a written statement of work agreed by or on behalf of each of the parties which sets out the specific obligations of the parties under the Agreement, and is in the form specified in Schedule 1;

"**T&Cs**" means these terms and conditions including their Schedules;

"**Term**" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Third Party Materials**" means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party; and

"**UK GDPR**" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 18 or any other provision of the Agreement.

3. Statements of Work

3.1 At the same time as or following the signing of the Agreement, the parties will sign an initial Statement of Work; and from time to time during the Term, the parties may negotiate and agree additional Statements of Work.

3.2 Each Statement of Work must be in writing, in the form specified in Schedule 1, and signed by or on behalf of each party.

3.3 Subject to the express terms of the relevant Statement of Work: (a) a Statement of Work shall come into force when it is agreed by the parties in writing; (b) a Statement of Work may only be cancelled or terminated in accordance with its express terms or the other provisions of the Agreement.

4. Services and Deliverables

4.1 Brightec shall provide Services to the Client with reasonable skill and care and in accordance with the applicable Statement of Work.

4.2 Brightec shall use reasonable endeavours to ensure that the Services are provided in accordance with any timetable set out in a Statement of Work, and that any Deliverables are delivered or made available to the Client in accordance with any such timetable. Unless the parties have agreed otherwise in the Statement of Work, any such timetable shall not be guaranteed. If the parties have agreed in a Statement of Work that such a timetable will be guaranteed, meeting that timetable shall not be of the essence of the parties' agreement.

4.3 The Client acknowledges that a delay in the Client performing its obligations under the Agreement may result in a delay in the performance of the Services; and Brightec will not be liable to the Client in respect of any failure to meet the Services or Deliverables timetable to the extent that the failure arises out of a delay in the Client performing its obligations under the Agreement.

4.4 Brightec shall keep the Client reasonably informed of the progress of the Services and, in particular, shall inform the Client of any substantial obstacles or likely delays in the performance of the Services.

4.5 Brightec warrants to the Client that Deliverables will, upon delivery, conform in all material respects with any Brief for those Deliverables, subject to Clauses 4.7 and 4.8 and to the Client's performance of its obligations under the Agreement. Software Deliverables (excluding Third Party Materials) shall, unless the Statement of Work provides otherwise, be supplied in source code and (where applicable) object code formats.

4.6 Where Services consist of the creation of a new App for the Client: (a) Brightec shall ensure that the source code comprised in the Deliverables created by or on behalf of Brightec during the provision of the Services is written to a professional standard, conforms with any coding standards document agreed between the parties, and incorporates sufficient commentary to enable a competent third party developer to understand, adapt, maintain and update the code; (b) Brightec shall ensure, subject to the other provisions of the Agreement, that the App will be delivered or made available free from Defects and Malware; and (c) Brightec shall ensure that the App will incorporate reasonable security features, taking into account the Brief, project timelines, and cost/budget constraints.

4.7 The Client acknowledges that, unless specified otherwise in a Statement of Work, software Deliverables shall be produced using an agile development methodology, and that Clause 4.8 will apply with respect to such software Deliverables.

4.8 Where this Clause 4.8 applies: (a) the software Deliverables may not include functions or features that are required by the Brief; (b) functions or features required by the Brief being provided outside the agreed timetable; and (c) such the development of such features and functions may be subject to additional Fees and the agreement of a new timetable.

5. Client Materials

5.1 The Client must supply to Brightec any Client Materials identified in a Statement of Work or reasonably requested by Brightec, promptly and in any case in accordance with any timetable agreed in a Statement of Work or otherwise agreed by the parties in writing.

5.2 Unless agreed otherwise in a Statement of Work, Brightec shall have no obligations to reformat, review or audit Client Materials, or check them for errors or other issues.

5.3 The Client hereby grants to Brightec a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the obligations of Brightec and the exercise of the rights of Brightec under the Agreement, together with the right to sub-license these rights.

5.4 The Client warrants to Brightec that the Client Materials, and their use by Brightec in accordance with the Agreement, will not infringe the IPR or other legal rights of any person, and will not breach the provisions of any law, statute or regulation.

5.5 The Client warrants that the Client Code will be free from Malware.

5.6 The Client warrants that the Client Code will be written and documented to a reasonable professional standard.

5.7 If the Client Code supplied under a Statement of Work does not comply with Clause 5.5 or Clause 5.6, Brightec may terminate that Statement of Work by giving written notice of termination to the Client.

5.8 Brightec shall have the right to delete, restrict, remove and/or suspend access to any Client Materials stored or processed by Brightec or the App, and any third party or user-generated content, materials or communication stored or transmitted as part of the Deliverables, if it reasonably considers it necessary to do so in order to comply with applicable laws.

5.9 If the Services include the storage and transmission of Client Materials, third party content or any communication by Brightec to any third party for or on behalf of Client, Brightec warrants only that it will provide such Services with reasonable skill and care by itself and using such third party services as it deems appropriate and implement security measures and practices in line with Brightec's normal business practices and procedures; Brightec accepts no liability for the content of such communications or for any such communication being incorrectly sent or received.

6. Client co-operation and responsibilities

6.1 The Client must provide to Brightec, or procure for Brightec, such co-operation, support, advice information and documentation as is requested by Brightec and reasonably necessary to enable Brightec to perform its obligations under the Agreement.

6.2 The Client must provide to Brightec, or procure for Brightec, such access to the Client's computer hardware, software, networks and systems as may be reasonably required by Brightec to enable Brightec to perform its obligations under the Agreement.

6.3 Brightec may, during the course of the Services, make accessible to the Client a current version of the Deliverables for the purposes of enabling the Client to provide feedback to Brightec regarding those Deliverables. The Client must promptly provide any such feedback requested by Brightec, by such means as Brightec may direct.

6.4 Save to the extent that Brightec expressly agrees otherwise in the applicable Statement of Work, the Client shall be responsible for all content and materials stored, processed and/or published by any App, including content and materials that are programmatically obtained by the App from any third party source.

6.5 The Client must notify in writing Brightec of all applicable rules, regulations, codes of practice and laws relating to the use of the Client Materials by Brightec and the content and functionality of the Deliverables (including obligations under the Data Protection Laws and disability discrimination laws).

6.6 Unless the parties agree otherwise in writing, the Client shall be responsible for the submission of relevant Deliverables to relevant Distribution Platforms. The Client acknowledges that there are certain actions within the Distribution Platforms which Brightec cannot take on the Client's behalf (for instance identity verification, or acceptance of terms of service), that the Client must take these actions, and that if the Client cannot promptly take these actions this may impede Brightec's ability to provide the Services and/or provide the Deliverables.

7. IPR

7.1 Nothing in the Agreement shall affect the ownership of the IPR in the Client Materials, the Background Materials or the Third Party Materials.

7.2 Brightec hereby assigns to the Client all its right, title and interest in the New IPR. This assignment shall occur with respect to Deliverables upon the receipt by Brightec of the Fees with respect to those Deliverables. This assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings in respect of past infringements of the assigned rights, and to recover damages or benefit from any other remedies in respect of any past infringements of the assigned rights.

7.3 Subject to the limitations and prohibitions set out and referred to below, Brightec hereby grants to the Client, from the date of supply of the relevant Deliverables to the Client, a worldwide, non-exclusive licence to: (a) pending an assignment under Clause 7.2, use the New IPR solely for the purpose of reviewing and testing the Deliverables in a non-production environment; and (b) use the Background Materials as an integral part of the Deliverables for the internal and external business purposes of the Client. With respect to software Background Materials licensed under (b), this grant includes the rights to fix, patch, improve, integrate, update and upgrade the Background Materials, and create new versions of the Background Materials.

7.4 The Client may sub-license the rights granted in Clause 7.3 to any third party for the purposes of hosting the Deliverables and supporting the Client's use of the Deliverables in accordance with the Agreement. Any such sub-licence shall automatically terminate upon the termination of the licence in Clause 7.3.

7.5 Save to the extent expressly permitted by the Agreement or required by applicable law on a non-excludable basis, the licence in Clause 7.3 shall be subject to the following prohibitions: (a) the Client must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Background Materials; and (b) the Client must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer any compiled code included in the Background Materials.

7.6 Unless the parties agree otherwise in writing, the Client shall be responsible for licensing Third Party Materials directly from the relevant third party (including ensuring appropriate licensing terms and paying any applicable licence fees).

7.7 If the parties have agreed in writing that Brightec shall be responsible for arranging licences of Third Party Materials, then subject to that agreement, Brightec shall ensure that the Third Party Materials are either: (a) licensed to the Client in accordance with the relevant licensor's standard licensing terms (which the Client acknowledges may be open source or Creative Commons licensing terms); or (b) licensed to the Client on reasonable terms notified by Brightec to the Client.

7.8 Brightec shall, at the cost and expense of the Client, use reasonable endeavours to do or procure the doing of all acts, and execute or procure the execution of all documents, that the Client may reasonably request from time to time in order to perfect or confirm the Client's ownership of the rights assigned by the Agreement.

8. Fees and Expenses

8.1 The Client shall pay the Fees to Brightec without deduction or set-off.

8.2 If the Fees are based in whole or part upon the time spent by Brightec performing the Services and any estimate or budget for such fees will be exceeded, Brightec shall notify the Client. The Client may, following such notice, instruct Brightec to cease incurring fees in excess of the estimate or budget (without prejudice to the Client's obligation to pay fees already incurred). The Client acknowledges that any such instruction may result in a cessation of Services and delays in any agreed timetable.

8.3 All amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to Brightec.

8.4 Brightec may elect to increase: (a) the rates specified in the Rate Card; and/or (b) any other element of the Fees – in each case by giving to the Client not less than 30 days' prior written notice of the increase, and subject to Clause 8.5.

8.5 Brightec must not issue a notice under Clause 8.4 more than once in any 12-month period, and with respect to each rate specified in the Rate Card and each element of the Fees, increases must not exceed the greater of: (i) 5%; and (ii) the increase, during the 12-month period preceding the date of issue of the notice, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

8.6 Notwithstanding any agreement to "fixed fees" or similar in a Statement of Work, Brightec may charge additional Fees to the Client in the following circumstances: (a) if as a result of any breach of the Agreement by the Client, Brightec is required to do additional work and/or is required to do work beyond any agreed date for completion of work, Brightec may charge for that work in accordance with the Rate Card; (b) if as result of any Force Majeure Event, Brightec incurs additional third party costs or expenses, Brightec may recover those costs and expenses from the Client; (c) if the parties agree any change to a Brief, including any change required by a Distribution Platform, the agreement of that change may be subject to additional agreed Fees; and (d) in the case of any retainer, if the work performed by Brightec personnel during any period exceeds any agreed time budget for that period, Brightec may charge for the excess in accordance with the Rate Card, subject to compliance with Clause 8.2.

8.7 The Client shall reimburse Brightec for the Expenses, but only to the extent that the Client has given its written authorisation, which may be general or specific. Brightec must collect and collate evidence of all Expenses charged to the Client and must retain such evidence during the Term and for a period of 30 days following the end of the Term. Within 10 Business Days following receipt of a written request from the Client to do so, Brightec must supply to the Client such copies of the evidence for the Expenses in the possession or control of Brightec as the Client may specify in that written request.

9. Payments

9.1 Brightec shall issue invoices for the Fees to the Client on or after the invoicing dates set out in a Statement of Work (or if no invoicing dates are specified in a Statement of Work, at any time before or after the provision of the corresponding Services).

9.2 The Client must pay the Fees to Brightec within the period of 30 days following the issue of an invoice in accordance with this Clause 9.

9.3 The Client must pay the Fees by bank transfer (using such payment details as are notified by Brightec to the Client from time to time).

9.4 If Fees are specified as being payable in advance, Brightec may delay or suspend the Services pending the payment of those Fees, and any timetables for the Services will be adjusted accordingly.

9.5 If the Client does not pay any amount properly due to Brightec under the Agreement, Brightec may suspend the Services, terminate any licence granted under Clause 7.3(a) and/or: (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

10. Confidentiality obligations

10.1 Brightec must: (a) keep the Client Confidential Information strictly confidential; (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement; and (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as Brightec uses to protect Brightec's own confidential information of a similar nature, being at least a reasonable degree of care.

10.2 The Client must: (a) keep Brightec Confidential Information strictly confidential; (b) not disclose Brightec Confidential Information to any person without Brightec's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement; and (c) use the same degree of care to protect the confidentiality of Brightec Confidential Information as the Client uses to protect the Client's own confidential information of a similar nature, being at least a reasonable degree of care.

10.3 Notwithstanding Clauses 10.1 and 10.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

10.4 No obligations are imposed by this Clause 10 with respect to a party's Confidential Information if that Confidential Information: (a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality; (b) is or becomes publicly known through no act or default of the other party; or (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

10.5 The restrictions in this Clause 10 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or

pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

10.6 Upon the termination of the Agreement, each party must immediately cease to use the other party's Confidential Information.

10.7 The provisions of this Clause 10 shall continue in force indefinitely following the termination of the Agreement.

11. Publicity

11.1 Brightec may: (a) identify the Client in its pitch decks, presentation slides, blog posts, published articles, on its website and in other of its marketing materials ("**Marketing Materials**") as a customer of Brightec; (b) at any time following the commercial launch of Deliverables, refer to the project of creating those Deliverables in its Marketing Materials; and (c) at any time, describe in general terms any know-how it develops in the course of the project.

11.2 Without prejudice to Clause 11.1, if the Client gives any permission relating to the use of information in Marketing Materials, that permission shall, unless agreed otherwise, apply to both the initial Marketing Materials and any subsequent use of the same information in other Marketing Materials.

11.3 The Client grants to Brightec a non-exclusive, royalty-free, worldwide licence to copy and display the Client's logos and trade marks in connection with Brightec's exercise of its rights under Clause 11.1.

12. Data protection

12.1 The Client warrants to Brightec that it has the legal right to disclose all Personal Data that it does in fact disclose to Brightec under or in connection with the Agreement.

12.2 The Client shall only supply to Brightec, and Brightec shall only process, in each case under or in relation to the Agreement: (a) the Personal Data of data subjects falling within the categories specified in the applicable Statement of Work (or such other categories as may be agreed by the parties in writing); and (b) Personal Data of the types specified in the applicable Statement of Work (or such other types as may be agreed by the parties in writing).

12.3 Brightec shall only process the Client Personal Data for the purposes of providing the Services and fulfilling its other obligations under the Agreement.

12.4 Brightec shall only process the Client Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 12 and the provisions of any applicable Statement of Work.

12.5 Brightec shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to a third country under the Data Protection Laws), as set out in the Agreement or any other document agreed by the parties in writing.

12.6 The Client hereby authorises Brightec to make the following transfers of Client Personal Data: (a) Brightec may transfer the Client Personal Data to its sub-processors in the jurisdictions identified in the applicable Statement of Work, providing that such transfers must be protected by any appropriate safeguards identified therein; and (b) Brightec may transfer the Client Personal Data to a country, a territory or sector to the extent that each competent data protection authority has decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

12.7 Brightec shall promptly inform the Client if, in the opinion of Brightec, an instruction of the Client relating to the processing of the Client Personal Data infringes the Data Protection Laws.

12.8 Notwithstanding any other provision of the Agreement, Brightec may process the Client Personal Data if and to the extent that Brightec is required to do so by applicable law. In such a case, Brightec shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

12.9 Brightec shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.10 Brightec shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data.

12.11 Brightec must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, Brightec shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then the Client may terminate the Agreement on 7 days' written notice to Brightec, providing that such notice must be given within the period of 7 days following the date that Brightec informed the Client of the intended changes. Brightec shall ensure that each third party processor is subject to equivalent legal obligations to those imposed on Brightec by this Clause 12.

12.12 Brightec is hereby authorised by the Client to engage third parties, as sub-processors with respect to Client Personal Data, within the categories identified in the applicable Statement of Work.

12.13 Brightec shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

12.14 Brightec shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.

12.15 Brightec must notify the Client of any Personal Data breach affecting the Client Personal Data without undue delay and, in any case, not later than 72 hours after Brightec becomes aware of the breach.

12.16 Brightec shall make available to the Client all information necessary to demonstrate the compliance of Brightec with its obligations under this Clause 12.

12.17 Brightec shall, at the choice of the Client, delete or return all the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

12.18 Brightec shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of Brightec's processing of Client Personal Data with this Clause 12.

13. Warranties

13.1 Each party warrants to the other that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.

13.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

14. Acknowledgements

14.1 The Client acknowledges that: (a) complex software is never wholly free from defects, errors and bugs and, subject to the other provisions of the Agreement, Brightec gives no warranty or representation that the App or any software Deliverables will be wholly free from defects, errors and bugs; (b) software Deliverables are only designed to be compatible with that software specified as compatible in the applicable Brief and Brightec does not warrant or represent that software Deliverables will be compatible with any other software; (c) the availability of the App will depend upon a number of factors, including the hosting arrangements, and Brightec gives no warranty or representation as to the availability of the App; (d) complex software is never entirely free from security vulnerabilities and, subject to the other provisions of the Agreement, Brightec gives no warranty or representation that the App or any software Deliverables will be entirely secure.

14.2 The Client acknowledges that the App and Deliverables may incorporate Third Party Materials, and that it may not be practicable for Brightec to systematically review the source code and functioning of software comprised in the Third Party Materials. Whilst Brightec shall act reasonably in relation to the selection of such software and its incorporation into the App and Deliverables, Brightec gives no warranties or assurances in relation to such software, including in relation to its performance, security and non-infringement status.

14.3 The Client acknowledges that the provision of the Services and Deliverables will be dependent upon Client actions, third party actions, circumstances, assumptions and dependencies specified in the applicable Statement of Work.

14.4 The Client acknowledges that Brightec will not provide any legal, financial, accountancy or taxation advice under the Agreement or in relation to App or the Deliverables; and, except to the extent expressly provided otherwise in the Agreement, Brightec does not warrant or represent that the App or the Deliverables or the use of the App or the Deliverables by the Client will not give rise to any legal liability on the part of the Client or any other person.

15. Indemnity

15.1 Brightec shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of legal claims) suffered or incurred by the Client pursuant to any legal dispute with or claim by a third party arising directly or indirectly as a result of any breach by the Deliverables (excluding Client Materials and Third Party Materials) of any third party's IPR under English law (an "**Indemnity Event**").

15.2 The Client must: (a) upon becoming aware of an actual or potential Indemnity Event, notify Brightec; (b) provide to Brightec all such assistance as may be reasonably requested by Brightec in relation to

Indemnity Event; (c) allow Brightec the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to Indemnity Event; and (d) not admit liability to any third party in connection with Indemnity Event or settle any disputes or proceedings involving a third party and relating to Indemnity Event without the prior written consent of Brightec.

15.3 Brightec's obligation to indemnify the Client under Clause 15.1 shall not apply unless the Client complies with the requirements of Clause 15.2.

15.4 The indemnity protection set out in this Clause 15 shall not be subject to the limitations and exclusions of liability set out in the Agreement, except that Clause 16.8 shall apply to this indemnity protection.

15.5 If Brightec reasonably determines, or any third party alleges, that the use of Deliverables by the Client in accordance with the Agreement infringes any person's IPR, Brightec may acting reasonably at its own cost and expense: (a) modify the Deliverables in such a way that they no longer infringe the relevant IPR, providing that any such modification must not result in the Deliverables failing to conform with the warranty in Clause 4.5; or (b) procure for the Client the right to use the Deliverables in accordance with the Agreement.

16. Limitations and exclusions of liability

16.1 Nothing in the Agreement will: (a) limit or exclude any liability for death or personal injury resulting from negligence; (b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in the Agreement: (a) are subject to Clause 16.1; and (b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

16.3 Brightec shall not be liable to the Client in respect of: (a) any loss of profits or anticipated savings; (b) any loss of revenue or income; (c) any loss of use or production; (d) any loss of business, contracts or opportunities; (e) any wasted management time; or (f) any special, incidental, indirect or consequential loss or damage.

16.4 Brightec shall not be liable to the Client for any loss or damage arising out of incompatibility of the Deliverables with any software that is not specified as compatible in the applicable Brief.

16.5 Brightec shall not be liable to the Client in respect of any loss or corruption of any data or database; providing that this Clause 16.5 shall not affect any liability of Brightec under Clause 10 or Clause 12.

16.6 Brightec shall not be liable to the Client in respect of any loss or damage, or additional costs or expenses, that may be suffered or incurred by the Client as a result of the refusal of: (a) any Distribution Platform to accept the App; (b) any delisting of the App from any Distribution Platform; and/or (c) any changes to the terms and conditions or acceptance criteria or guidelines of any Distribution Platform.

16.7 The liability of Brightec to the Client under the Agreement in respect of any event or series of related events shall not exceed the greater of: (a) GBP 10,000; and (b) the total amount paid and payable by the Client to Brightec under the Agreement in the 12-month period preceding the commencement of the event or events.

16.8 The aggregate liability of each party to the other party under the Agreement (including, for the avoidance of doubt, under all Statements of Work) shall not exceed GBP 50,000.

16.9 Brightec shall not be liable to the Client in relation to any failure to provide the Services or Deliverables arising out of Client actions, the actions of third parties (other than Brightec subcontractors), or any failure of the Client to ensure that agreed assumptions and dependencies are fulfilled.

16.10 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

17. Force Majeure Event

17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17.2 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

18.1 The Agreement may not be terminated for convenience at any time when there is a subsisting Statement of Work.

18.2 At any time when there is no subsisting Statement of Work, either party may terminate the Agreement by giving at least 7 days' prior written notice of termination to the other party.

18.3 The Client may terminate the Agreement (including all subsisting Statements of Work) immediately by giving written notice of termination to Brightec if: (a) Brightec commits any material breach of the Agreement, and the breach is not remediable; or (b) Brightec commits a material breach of the Agreement, and the breach is remediable but Brightec fails to remedy the breach within the period of 30 days following the giving of a written notice to Brightec requiring the breach to be remedied.

18.4 Brightec may, subject to the mandatory requirements of applicable law, terminate the Agreement (including all subsisting Statements of Work) and/or may cancel any Statement of Work if: (a) the Client fails to pay any amount due under the Agreement by the due date or commits any other breach of the Agreement; (b) the standard of cooperation or behaviour from the Client or any Client personnel falls below the level reasonably expected by Brightec to enable the effective provision and receipt of the Services and Deliverables; (c) the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; (d) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; (e) an order is made for the winding up of the Client, or the Client passes a resolution for its winding up; or (f) the Client (being an individual) becomes incapable of managing his or her own affairs as a result of illness or incapacity or is the subject of a bankruptcy petition or order.

19. Effects of termination

19.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in

accordance with their express terms or otherwise indefinitely): Clauses 1, 9, 10, 12, 16, 21, 23 and 24. The licence in Clause 7.3(b) shall also continue following termination, subject to the restrictions and limitations in Clause 7.

19.2 Except to the extent expressly provided otherwise in the Agreement, the termination of the Agreement shall not affect the accrued rights of either party.

20. Notices

20.1 Any notice from one party to the other party under the Agreement must be given by one of the following methods (using the relevant contact details set out in the most recent Statement of Work agreed by the parties, subject to Clause 20.2): (a) sent by courier, in which case the notice shall be deemed to be received upon delivery; (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or (c) sent by email, in which case the notice shall be deemed to be received upon its receipt by the email servers of the recipient – providing in each case that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2 The parties' contact details for notices under this Clause 20 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

21. Non-solicitation

21.1 The Client must not, without the prior written consent of Brightec, either during the Term or within the period of 12 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of Brightec who has been involved in any way in the negotiation or performance of the Agreement.

21.2 The restrictions in this Clause 21 shall not apply with respect to any person who is engaged or employed as a result of that person responding to a general advertisement that is not specifically targeted at that person or at the relevant group of employees and/or subcontractors.

22. Subcontracting

22.1 Subject to any express restrictions elsewhere in the Agreement, Brightec may subcontract any of its obligations under the Agreement.

22.2 Brightec shall remain responsible to the Client for the performance of any subcontracted obligations.

23. General

23.1 Save to the extent expressly permitted by applicable law, Brightec must not assign, transfer or otherwise deal with Brightec's contractual rights and/or obligations under the Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed, providing that Brightec may assign (and the Client hereby consents to Brightec assigning) its rights and/or obligations under the Agreement to: (a) any parent company or subsidiary of Brightec; (b) any subsidiary of any parent company of Brightec; or (c) any successor to all or a substantial part of the business of Brightec from time to time.

23.2 Save to the extent expressly permitted by applicable law, the Client must not assign, transfer or otherwise deal with the Client's contractual rights and/or obligations under the Agreement without the prior written consent of Brightec, such consent not to be unreasonably withheld or delayed.

23.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

23.4 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

23.5 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

23.6 The Agreement may not be varied except: (a) by Brightec giving to the Client at least 90 days' prior written notice of the variation (although if any Statement of Work under the Agreement is subject to a minimum term or periodic renewal, the variation shall only come into effect with respect to that Statement of Work after the end of the minimum term and at the end of a renewal period; and the variation shall not affect any Statement of Work that is for a fixed period); or (b) by means of a change control notice or other written document signed by or on behalf of each party.

23.7 The Letter, these T&Cs and each Statement of Work, shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

23.8 The Agreement shall be governed by and construed in accordance with English law.

23.9 Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

24. Interpretation

24.1 In the Agreement, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision.

24.2 The Clause headings do not affect the interpretation of the Agreement.

24.3 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.