

TERMS AND CONDITIONS

BACKGROUND

These terms and conditions establish the basis of the commercial relationship between Campaign Master (UK) Limited, a company registered in England and Wales under Company Number 05250559, whose registered address is at Congress House, 4th Floor, 14 Lyon Road, Harrow, HA1 2EN (“**CMUK**”) and the Client, together referred to as the “**Parties**” and each individually as a “**Party**”.

1. DEFINITIONS

1.1 In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise:

"**Agreement**" means this agreement and its attachments;

"**Billing Period**" means the period as specified in the Client Engagement Form for which invoices are raised;

"**Client**" means the company with the registration number of the company identified in the Client Engagement Form (as at the date of the Client Engagement Form, irrespective of whether the registration number is identified on the Client Engagement Form);

"**Client Data**" means the data inputted into the information fields of the Software by the Client, the Users or CMUK on behalf of the Client;

"**Client Engagement Form**" means the client engagement form at the front of this Agreement, and any subsequent orders in written form and accepted by CMUK;

"**Commencement Date**" shall be the first day of the month of the earlier of: (a) the date of the first invoice for use of the Service; or (b) the date the Client begins using the Services;

"**Confidential Information**" all information (whether oral, visual, recorded in writing, electronically or otherwise) in relation to a Party's operation and/or business activities, trade secrets and business information which is marked confidential or clearly intended to be confidential, and including the Software and the Services, and the User's login details;

"**Data Protection Legislation**" means European Directives 95/46 and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, supplements, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation EU 2016/679), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities and laws relating to the processing of data for law enforcement purposes;

"**Fees**" means the Service and Set Up Fees and the Professional Services Fees;

"**Initial Period**" means the period of 24 months commencing on the Commencement Date or as set out in the Client Engagement Form during which the Client is obliged to pay for the Services;

"**Intellectual Property Rights**" means all patents, copyrights and related rights, database rights, design rights, trade marks, service marks, trade names, domain names, rights in reputation, goodwill, rights in undisclosed or confidential information (such as know how, trade secrets and inventions (whether patentable or not)) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;

"**Professional Services Fee**" the hourly fee as set out in the Client Engagement Form at which work performed by CMUK is charged;

"**Services**" means the services identified in the Client Engagement Form which (once ordered) shall continue to be provided to the Client for the remainder of the Agreement), together with any error corrections, updates, upgrades and support services;

"**Service and Set Up Fees**" the fees payable to CMUK as set out in the Client Engagement Form in accordance with this Agreement;

"**Software**" means the CMUK software identified in the Client Engagement Form, as amended and updated from time to time;

"**Term**" means the period from the Commencement Date until the termination of this Agreement; and

"**User(s)**" means the Client's personnel who are authorised to use the Services and have been provided with user identifications and passwords by the Client (or by CMUK at the Client's request).

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 headings are included for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.2 use of the singular includes the plural and vice versa;
- 1.2.3 use of any gender includes the other genders;
- 1.2.4 any reference to a "person" or "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether incorporated and whether or not having separate legal personality);
- 1.2.5 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.6 in the case of conflict or ambiguity the order of precedence for this Agreement and the documents attached to or referred to in this Agreement shall be as follows:
 - (a) the attachments to this document;
 - (b) the body of this document.

2. THE SERVICES

- 2.1 In consideration of payment of the Fees, CMUK shall use all reasonable efforts to provide or procure the provision of the Services to the Client for the Initial Period and any renewal periods in accordance with the terms of this Agreement.
- 2.2 CMUK shall provide the Services in accordance with the performance specifications for the Software. If the Services do not conform with the specifications for whatever reason, CMUK will use all reasonable commercial efforts to correct any non-conformance promptly. However CMUK does not warrant that the Client's use of the Services will be error free.
- 2.3 A third party hosting provider is responsible for any Service uptime availability and the Client acknowledges that the Services may be subject to occasional delays or other problems inherent to the use of the internet.
- 2.4 CMUK reserves the right to change its third party hosting provider if required.

3. TERM

- 3.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Period. After the Initial Period, the Agreement will automatically continue in full force and effect for successive consecutive renewal periods each of one year unless and until terminated in accordance with clause 11 of this Agreement.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall, at its own cost:

- 4.1.1 provide CMUK with all necessary co-operation in relation to this Agreement and all necessary access to such information as may reasonably be required by CMUK in order to provide the Services, including but not limited to Client Data and security access information including all necessary usernames and passwords;
- 4.1.2 provide the necessary working environment, including hardware with a suitable operating system and Internet connection for the use of the Services and Software;
- 4.1.3 comply with all applicable laws and regulations with respect to its activities under the Agreement; and
- 4.1.4 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, CMUK may adjust any timetable or delivery schedule as reasonably necessary.

4.2 In relation to its Users, the Client shall:

- 4.2.1 maintain a written list of current Users and provide such list to CMUK as may be reasonably requested by CMUK from time to time;
- 4.2.2 ensure that each User keeps its password for accessing the Software secure and confidential at all times and shall not disclose the password to any third party;
- 4.2.3 allow CMUK to audit the access to the Software in relation to the name and password for each User, no more frequently than once a quarter with reasonable prior notice and at CMUK's expense; and
- 4.2.4 promptly disable any passwords that an audit may reveal do not belong to Users and not issue any new passwords to such persons.

4.3 In relation to the Software the Client shall not:

- 4.3.1 store, distribute or transmit any material using the Services that is or facilitates activity which is unlawful, harmful, threatening, defamatory, obscene, harassing or racially offensive;
- 4.3.2 attempt to duplicate, modify or distribute any of the Software or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement; or
- 4.3.3 use the Software or Services to provide similar services to third parties.

4.4 The Client warrants and undertakes: (a) that it shall comply with the EC Directive 2002/58/EC on Privacy and Electronic Communications ("Directive") and the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("Regulations") and any subsequent amendment or re-enactment of the foregoing, (including but limited to the ePrivacy Regulation), and including all applicable opt-in obligations; and: (b) that any instructions that it gives to CMUK will not put CMUK in breach of the Directive, the ePrivacy Regulation or the Regulations.

5. DATA PROTECTION

5.1 In this Clause 5, "Data Controller", "Data Processor", "Data Subject" and "Personal Data" shall have the meanings given to them in the Data Protection Legislation. For the purposes of the Services, the Client shall be the Data Controller and CMUK shall be the Data Processor of any Personal Data contained within Client Data.

5.2 To the extent that CMUK requires access to Personal Data provided by the Client during the provision of the Services, the Client authorises CMUK to act as a Data Processor.

5.3 CMUK undertakes that is shall process the Client Data to provide the Services or otherwise strictly in accordance with this Agreement and the Client's written instructions. Notwithstanding the forgoing, the CMUK may process the Client Data as required by law. In this situation, CMUK shall use commercially reasonable efforts to inform the Client of this legal requirement prior to carrying out the processing, unless it is prohibited from doing so in law.

5.4 CMUK will treat Client Data as confidential.

5.5 CMUK warrants that it will not transfer any of the Client Data to a country outside the European Economic Area unless (i) the Client Data is transferred to a country approved by the European Commission as providing an adequate level of protection for Personal Data, (ii) the transfer is made pursuant to European Commission-approved standard contractual clauses for the transfer of Personal Data or (iii) other appropriate legal data transfer mechanisms are used.

5.6 At the Client's cost and expense, and taking into account the nature of the processing and the information available to CMUK, CMUK will assist the Client by implementing appropriate technical and organisation measures, insofar as this is possible, to assist with the Client's obligation to:

- 5.6.1 respond to requests relating to the exercise of data subject rights under Data Protection Laws insofar as they relate to the Client Data;
- 5.6.2 comply with its obligations to inform supervisory authorities and possibly data subjects of any breach of security that results in the accidental, unauthorised or unlawful destruction, loss, alteration or unauthorised disclosure of or access to Client Data;
- 5.6.3 carry out data protection impact assessments; or
- 5.6.4 consult (if needed) with the supervisory authority following data protection impact assessments.

5.7 CMUK will ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Client Data. CMUK will ensure that all such employees are subject to confidentiality obligations in respect of the Client Data.

5.8 CMUK will not disclose the Client Data to a third party in any circumstances other than at the specific written request of the Client, unless the disclosure is required by law.

5.9 CMUK will not engage sub-processors to process Client Data without the Client's prior written consent.

5.10 CMUK will employ appropriate organisational and technical measures to keep the Client Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The measures adopted are required to comply with the requirements of the International Standard Code of Practice for Information Security ISO/IEC 27002 as appropriate to the services being provided to the Client. The Client will use ISO/IEC 27002 as a basis for auditing compliance with the guarantees CMUK provides in relation to this obligation.

5.11 CMUK will promptly notify the Client of any information security incident that may impact the processing of the Client Data upon discovering, or becoming aware of any such incident. Following the report of the incident, CMUK will reasonably cooperate with the Client's Compliance and Information Security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. CMUK will reasonably cooperate with the Client in implementing any reasonably required corrective action agreed between the parties.

- 5.12 CMUK will not keep the Client Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under the Agreement. Where this is necessary, CMUK will keep an audit trail of which laptops/drives/devices the personal data are held on.
- 5.13 On expiry or termination of this Agreement, and upon receipt of a written request of the Client, CMUK shall either return or destroy the Client Data, unless CMUK is subject to a legal obligation requiring retention of the Client Data.
- 5.14 CMUK shall keep, or cause to be kept, the information necessary to demonstrate compliance with its obligations under this Agreement including full and accurate records relating to the processing of the Client Data and upon reasonable notice and at the Client's cost and expense, make available to the Client and grant to the Client and its auditors or agents a right of access to, and to take copies of, any relevant information or records kept by CMUK pursuant to this clause.
6. **PAYMENT AND INVOICING**
- 6.1 The Client shall pay CMUK:
- 6.1.1 the Service and Set Up Fees as set out in the Client Engagement Form;
- 6.1.2 the Professional Services Fee as set out in the Client Engagement Form;
- 6.1.3 any fees due for optional modules to which the Client subscribes;
- 6.1.4 any reasonable travelling expenses incurred by CMUK in performing the Services; and
- 6.1.5 any other costs, fees and expenses due in accordance with this Agreement or as may be agreed in writing by the Parties, including any costs and expenses incurred by CMUK (including reasonable legal fees) associated with the recovery of outstanding Fees due from the Client and/or the negotiation of these terms and conditions prior to signature.
- 6.2 The Client shall pay the Fees for the Term whether or not the Services are used. Any optional modules to which the Client subscribes during the Term will be charged and payable in addition to the Fees.
- 6.3 All sums due under this Agreement are exclusive of Value Added Tax which if applicable will be paid by the Client in addition to the sums due, at the rates prevailing from time to time.
- 6.4 CMUK shall charge and collect the Fees for the Services in advance (or in arrears where amounts have not been agreed at the previous billing date but incurred during previous billing period) by billing the Client's credit card, raising a direct debit or issuing an invoice to the Client within 21 days of the next Billing Period.
- 6.5 The Client shall pay to CMUK all sums due under this Agreement within 14 days of the date specified on CMUK's invoice as being the date of issue of the invoice.
- 6.6 Any invoice disputed by the Client must be notified to CMUK in writing within 14 days of receipt of the invoice.
- 6.7 The Client agrees to inform CMUK of any updates to its invoicing details as set out in the Client Engagement Form as soon as any such changes are made.
- 6.8 If the Client fails to pay any amount payable under this Agreement, CMUK will issue a reminder to the Client. If the Client does not pay within a further 14 day period another reminder will be issued by CMUK. At the end of such period, CMUK will be entitled but not obliged to: (a) suspend the provision of the Services pursuant to clause 6.11 or terminate the Agreement pursuant to clause 11.3(a), and (b) charge the Client interest on the overdue amount from the due date for payment pursuant to Clause 6.4 up to the date of actual payment, after as well as before judgment, at the rate of 4 per cent per annum above the base rate for the time being of Barclays Bank Plc. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by the Client on demand.
- 6.9 Each Party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other Party.
- 6.10 CMUK reserves the right to modify its fees and charges after the expiration of the Initial Period and each successive renewal period, subject to CMUK giving the Client at least 30 days written notice before the end of the Initial Period or, if applicable, the end of the then current renewal period.
- 6.11 In addition to any other rights given under the terms of this Agreement, CMUK reserves the right to suspend or terminate the Client's and User's access to or right to use the Services if the Client has not paid any sums due by the due date and CMUK has given 7 days written notice of the suspension or termination. CMUK shall be entitled to continue to charge the Client for Fees during any period of suspension.
- 6.12 If the Client or CMUK terminates the Client's subscription for the Services, the Client will be obliged to pay the balance due on its account calculated in accordance with this Agreement.
- 6.13 CMUK reserves the right to impose a reconnection fee (calculated as 2 hours of Professional Services Fees) in the event that the Client's access is suspended and subsequently restored.
- 6.14 If the Client requests and agrees with CMUK a date for training as set out in the Client Engagement Form, CMUK shall be entitled but not obliged to charge the Client the fee for that training if the Client cancels that training less than 7 days before the date scheduled for the training.
7. **INTELLECTUAL PROPERTY**
- 7.1 Each Party shall retain all Intellectual Property Rights in its proprietary materials including, but not limited to, all source code, software, documentation, data and all other works and materials, of whatever nature.
- 7.2 CMUK acknowledges and agrees that the Client owns all Intellectual Property Rights in the Client Data. The Client, not CMUK, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property ownership or right to use of all the Client Data.
- 7.3 Each Party, on behalf of itself and its personnel, shall not in any manner damage or impair any of the other Party's Intellectual Property Rights.
- 7.4 The Intellectual Property Rights in the Software used by CMUK to provide the Services shall be owned by CMUK (or its licensors) and CMUK hereby grants to the Client a non-exclusive, personal, non-transferable licence during the Term to use the Software in accordance to this Agreement.
- 7.5 The Intellectual Property Rights in any materials supplied by the Client to CMUK to enable CMUK to provide the Services shall be owned by the Client. CMUK will have a non-exclusive licence to use the material concerned solely for the purpose of providing Services under this Agreement.
- 7.6 CMUK shall indemnify and hold harmless the Client against any claim that the Software infringes a third party's Intellectual Property Rights provided that:
- 7.6.1 the Client only uses the Software in accordance with the terms of this Agreement;

- 7.6.2 CMUK is given prompt notice of any such claim;
- 7.6.3 the Client provides reasonable co-operation to CMUK in the defence and settlement of the claim, at CMUK's expense; and
- 7.6.4 CMUK is given sole right to defend or settle the claim.
- 7.7 In the defence of settlement of the claim, CMUK may obtain for the Client the right to continue to use the Services, replace or modify the Software so that it becomes non infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Client. CMUK shall have no liability if the alleged infringement is based on:
- 7.7.1 a modification of the Software by anyone other than CMUK or its agent; or
- 7.7.2 the Client's use of the Software in a manner contrary to the instructions given to the Client by CMUK; or
- 7.7.3 the Client's use of the Software after notice of the actual or alleged infringement from CMUK or any appropriate authority.
- 7.8 The foregoing states the Client's sole and exclusive rights and remedies, and CMUK's entire obligations and liability, for infringement of another party's Intellectual Property Rights.
8. **CONFIDENTIALITY**
- 8.1 Each Party recognises that under this Agreement it may receive Confidential Information of the other Party.
- 8.2 Subject to Clause 8.4, each Party agrees not to divulge Confidential Information belonging to the other to any third party and agrees not to use Confidential Information for any purpose other than that for which it is supplied under this Agreement.
- 8.3 The following will not be Confidential Information for the purposes of this Clause:
- 8.3.1 information which is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;
- 8.3.2 information obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;
- 8.3.3 information which is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality.
- 8.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- 8.4.1 to enable the disclosing Party to perform its obligations under this Agreement;
- 8.4.2 by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it;
- 8.4.3 by any regulatory body (including any investment exchange) acting in the course of proceedings before it or any regulatory body (including any investment exchange) acting in the course of its duties; or
- 8.4.4 in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.
9. **WARRANTIES AND INDEMNITIES**
- 9.1 The Client warrants that information supplied to CMUK in connection with this Agreement both before and during the Term will be accurate, not misleading and not in any way contrary to any law applicable in any location where the Client uses the Services.
- 9.2 CMUK warrants that it will:
- 9.2.1 provide the Services with reasonable skill and care and in compliance with CMUK's security policies for the provision of the Services (as updated from time to time and made available on the Client's request to the Client); and
- 9.2.2 use all reasonable endeavours to avoid the introduction of any viruses into the Client's IT systems while providing the Services.
- 9.3 Save for the indemnity provided under clause 7.6 in respect of the Software, the Client shall indemnify and hold harmless CMUK against any claims, actions, proceedings, losses, damages expenses and costs (including without limitation court costs and reasonable legal fees) made by any third party against CMUK arising out of or in connection with the Client's use of the Software or Services (including but limited to the provision of any information by the Client) provided that:
- 9.3.1 the Client is given prompt notice of any such claim;
- 9.3.2 CMUK provides reasonable co-operation to the Client in the defence and settlement of such claim at the Client's expense; and
- 9.3.3 the Client is given sole authority to defend or settle the claim.
10. **LIMITATION OF LIABILITY**
- 10.1 Neither Party will have any liability to the other for any claim to the extent that the same is or can be characterised as a claim for (or arising from):
- 10.1.1 loss of revenue or profits;
- 10.1.2 loss of data;
- 10.1.3 loss of anticipated savings;
- 10.1.4 loss of goodwill or injury to reputation;
- 10.1.5 loss of business opportunity;
- 10.1.6 losses suffered by third parties; or
- 10.1.7 indirect, consequential or special loss or damage,
- regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether the first named Party knew or had reason to know of the possibility of the loss, injury, or damage in question.
- 10.2 CMUK's total liability for each cause of action arising out of an event or connected series of events in connection with the provision of the Services (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.
- 10.3 Notwithstanding the provisions of Clauses 10.1 and 10.2, nothing contained in this Agreement will restrict either Party's liability:
- 10.3.1 for fraud or for death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or sub-contractors; and
- 10.3.2 in respect of any indemnity provided pursuant to the Agreement.
- 10.4 Subject to the terms of this Agreement, the Parties agree that any condition, warranty, representation or other term concerning the performance of the Services which might otherwise be implied into or

incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

11. **TERMINATION**

11.1 Either Party may terminate this Agreement with effect from the end of the Initial Period or any renewal period by giving not less than 90 days' nor more than 12 months' notice in writing to the other Party prior to the date when the Agreement will terminate. No such notice may expire until the Initial Period has elapsed or, if applicable, the end of the then current renewal period. Any notice of termination which is not submitted in accordance with the foregoing requirements will not have any validity and in order to terminate the Agreement the relevant Party must re-submit a valid notice of termination in accordance with these requirements.

11.2 This Agreement may be terminated immediately by notice in writing:

11.2.1 by either Party if the other Party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of 14 days after written notice of the breach by the other Party;

11.2.2 by either Party if any of the following events (or any event analogous to any of the following occurs in a jurisdiction other than England & Wales) occurs in respect of the other Party:

- (a) a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholder's meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened pursuant to s.98 of Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of s.123 Insolvency Act 1986; or
- (g) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

11.3 Without prejudice to any other provisions in this Agreement regarding late payment CMUK shall be entitled to terminate this Agreement by written notice to the Client if:

11.3.1 the Client fails to pay any sums due provided that CMUK has notified the Client of such breach in writing and given the Client 7 days to remedy such breach; or

11.3.2 if there is any unauthorised use of the Services or the Software.

11.4 Termination of this Agreement howsoever caused will be without prejudice to any obligations or rights of either of the Parties accrued prior to such termination and will not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after such termination.

11.5 On termination of this Agreement for whatever reason:

11.5.1 each Party shall return and make no further use of any equipment, property, materials and other items (or copies of them) belonging to the other Party;

11.5.2 provided that the Client has paid all outstanding fees (whether or not due at the date of termination), CMUK will (for a fee calculated as 4 hours of Professional Services Fees) make available to the client a file of Client Data in .csv or other industry standard format, within 30 days of termination. If the Client requires the Client Data in an alternative format, the Client will be responsible for payment of CMUK's fee for such conversion, which may be more than 4 hours of Professional Services Fees;

11.5.3 subject to clause 11.5.2, CMUK may, at any time after 45 days following termination, destroy or otherwise dispose of any Client Data in its possession and warrants that it will not use the Client Data for any purpose; and

11.5.4 the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

11.6 Termination or expiry of the Agreement will not affect those rights and liabilities of the parties that are expressly or impliedly to survive termination or expiry, including without limitation clauses 1, 4.3, 5, 7, 8, 10, 15 and 20.

12. **ENTIRE AGREEMENT**

12.1 This Agreement, together with the documents referred to in it, sets out the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement between the Parties relating to such matters.

12.2 The Client acknowledges that on entering into this Agreement it has not relied upon any statement of fact or opinion, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement as a warranty.

13. **VARIATION**

13.1 Except as set out in Clause 13.2, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13.2 CMUK shall be entitled to vary these terms and conditions by giving 20 days' written notice to the Client of the variations. The Client shall be deemed to have accepted such variation unless the Client gives notice to CMUK within the 20 day period that it does not accept to such variation.

14. **SEVERANCE**

14.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

15. **NOTICES**

15.1 Any notice given under this Agreement by one Party to the other must be in writing and may be delivered personally or by prepaid first class post or e-mail. Notice will be deemed to have been given:

15.1.1 if delivered personally, at the time of delivery;

15.1.2 in the case of post, 2 working days after the date of posting; and

15.1.3 in the case of e-mail, at the time that the e-mail enters the designated information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

15.2 The addresses of the Parties for the purposes of Clause 15.1 are as set out in the Client Engagement Form or in the event that another address has been notified by a Party in accordance with and making specific reference to this Clause 15 then to that other address.

15.3 Each Party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which event a notice will not be validly given unless so addressed.

16. **WAIVER AND REMEDIES**

16.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not constitute a waiver of any other breach or default and will not affect the other terms of this Agreement.

16.2 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

17. **FORCE MAJEURE**

17.1 Without prejudice to Clause 17.2 neither Party shall be liable to the other for any failure to perform, or delay in performing, any of its obligations if and to the extent that the failure or delay is caused by Force Majeure. The time for performance of an obligation which is effected by Force Majeure shall be extended by a period which reflects the impact of the delay caused by the Force Majeure.

17.2 In this context, "**Force Majeure**" means, circumstances beyond the reasonable control of the affected Party including Acts of God, riot, civil unrest, military action or terrorism, damage to or destruction of premises or equipment, earthquake, storm or other natural disaster, deliberate sabotage of, or malicious damage to equipment or data, industrial action, strike or lockout by employees of third parties, or exercise of emergency powers by any governmental authority whether national, regional or local.

18. **ASSIGNMENT**

18.1 Save for where such action results from a solvent merger or acquisition, the Client may not assign this Agreement or any benefits or obligations arising under this Agreement without the prior written consent of CMUK, such consent not to be unreasonably withheld or delayed.

19. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

19.1 No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a Party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. **GOVERNING LAW AND JURISDICTION**

20.1 This Agreement shall be construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any disputes which may arise in connection with this Agreement.