FLIPSIDE

Digital Consultancy and Product Development Services Agreement.

www.flipsidegroup.com

AGREED TERMS

1.1
In this Agreement unless the context otherwise requires the following terms shall have the following meanings:

Affiliate: means any business entity from time to time controlling, controlled by, or under common control with, either party.

Agreement: means these Terms & Conditions and includes any SOWs, schedules, appendices, and annexes attached and/or referenced in this agreement.

Business Day: means the means a day, other than a Saturday, Sunday or bank or public holiday in England.

*Background Materials***:** means all materials owned by or licensed to Flipside prior to, or independent from, the performance of the Services this Agreement (including any software, components, routines, subroutines, programs, information, data , and all modifications thereof) which are included in the Deliverables; and any generic or proprietary information, and all tools, ideas, methodologies, processes or procedures used, created or developed by Flipside, whether or not developed or invented specifically or used exclusively to carry out the Services.

Client Materials: means any software, data, calculations, algorithms, methods, information, Intellectual Property Rights and other materials owned, created or supplied by Client and provided to Flipside under this Agreement.

Confidential Information: means information which is disclosed by a party to the other that is marked as being confidential and/or which should be reasonably understood to be confidential, and/or which relates to the business, interests, affairs, products, trade secrets, technology, know-how, methodology of supply, developments, finances, employees, customers or suppliers of the disclosing party, in any form and which includes documents, papers, programs and ideas.

Deliverables: means any and all materials prepared and provided by Flipside to Client in accordance with this Agreement as set out in any relevant Statement of Work including, where applicable, the Software.

Fees: means the fees and other amounts (eg costs and expenses) payable by Client under the Agreement and as set out in a SOW.

Functional Specification: means the specification agreed between the parties in respect of Software, which may include development plan, technical or functional specification, compatibility requirements (including platforms, versions, hardware or software products).
Intellectual Property Rights: means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extension of such rights and applications; and (d) whether vested.

Intellectual Property Rights: means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extension of such rights and applications; and (d) whether vested.

Open Source Software: means Third Party Software subject to any form of open-source licence. Services: means the services to be provided by Flipside to Client under this Agreement as set out in a SOW.

Software: means software indicated or detailed in a SOW.

Source Code: means the source code of the Software or creative templates, together with all other technical information reasonably required to enable the understanding and maintenance of the Software.

Specification: means the specification agreed between the parties for a Deliverable (and which may include a Functional Specification, if applicable) as set out in the relevant SOW or otherwise in writing. Statement Of Work (SOW): means the statement of work agreed between the parties in accordance with clause 3, and which sets out details of the project, including Services, Deliverables, Specification, Fees, estimated delivery, project plan and any other information agreed between the parties, and substantially in the form set out above.

Term: means as defined in accordance with clause 16.

Third Party Materials: means any third-party materials and/or deliverables that have not been developed or produced by Flipside or its subcontractors, and which includes, Third Party Software.

Third Party Suppliers: means third party suppliers appointed by Flipside pursuant to this Agreement, including suppliers who provide their services and/or Third Party Materials under restrictive and/or non-negotiable terms (e.g. social media platforms, suppliers of stock imagery, music, fonts) ("Third Party Supplier Terms").

Third Party Supplier Terms: as defined above.

Third Party Software: means software and code proprietary to third parties, and may also include Open Source Software

1.2
References in this agreement to clauses and a schedule shall be to clauses and of schedule of this agreement.

1.3
Words in the singular shall include plural and vice versa.

1.4
The headings in this agreement are for convenience only and shall not affect the construction of this Agreement.

1.5
References to writing or written incudes e-mail, unless otherwise stated in this Agreement.

1.6
References to 'including' or 'includes' in this Agreement shall be deemed to have the words 'without limitation' inserted after them.

1.7
References to any law or legislation is a reference to the law or legislation as amended, recast, replaced, extended, re-enacted or consolidated from time to time, and includes all subordinate legislation made from time to time under that legislation.

1.8
Any schedules, annexes, development plans, specifications, SOW's attached to, or referenced in this Agreement; and to any reference to 'this agreement' means these Terms & Conditions and all documents referred to or attached to them, and such amendments in writing as may be subsequently be agreed between the parties.

1.9
A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's representatives, successors or permitted assigns.

1.10
If the terms of any SOW conflict with the terms in these Terms & Conditions, the terms of the applicable SOW will prevail as to the pricing, delivery date and description of the applicable Services and Deliverables but will not prevail over or modify any surviving provision of this Agreement.

SCOPE OF THIS AGREEMENT

2.1
Client engages Flipside to provide Services as detailed in the SOW during the Term. Flipside agrees to provide such Services, and Client agrees to pay for them, in accordance with the terms and conditions set out in this Agreement.

STATEMENT OF WORK (SOW)

3.1
To request the provision of Services Client shall agree with Flipside a SOW, which shall include a description of the relevant Services, fees, expenses, timelines, milestones (if applicable), Specification(s) and any other terms the parties consider necessary for the provision of Services and their respective obligations.

3.2
Each SOW shall be in writing in the form set out above and is subject to and governed by the terms of this Agreement. A SOW shall become binding when signed by an authorised representative of each party.

3.3
Any amendment to this Agreement agreed in accordance with clause 25 will be deemed to apply to all future SOWs entered into after the date of such amendment. Each SOW may be amended only by written agreement of the parties.

DEVELOPMENT PLAN & DESCRIPTIONS OF SERVICES

4.1
Where the Services in any SOW include development services the parties shall agree a Functional Specification under the relevant SOW. Where any SOW includes creative services or other services, the parties shall agree and set out a Specification in the relevant SOW where applicable.

4.2
The parties shall agree the Specification expeditiously in each case and shall negotiate acting reasonably. If Client objects to a draft specification provided by Flipside it shall deliver such objections to Flipside within reasonable number of days of receipt of the draft specifications (being not more than five Business Days). Flipside shall then have a reasonable number of days (being not more than five Business Days) to modify the draft specifications to respond to Client’s objections and each party shall have a reasonable time to review the modified draft specifications.

4.3
Specifications agreed by the parties in writing separately to the relevant SOW shall be deemed incorporated into and made part of the relevant SOW and, accordingly, of this Agreement.

CHANGES IN SCOPE OF WORK

5.1
If at any time following signature of a SOW or agreement of the related Specification, either party should wish to amend or change the SOW and/or related Specification, the relevant Party shall submit to the other party a written proposal detailing the changes following the process established in clauses 3 and 4.

5.2
Flipside shall have a reasonable time to consider the proposed changes or amendments and respond with an indication about necessary adjustments to charges/fees, time estimates and any other impact of the change on the SOW. In connection with any such modification, revision or cancellation, Client agrees to pay Flipside according to the terms of this Agreement for any work done up to the relevant date of modification, revision or cancellation based on time and materials provided by Flipside, including assuming Flipside's liability for all Client approved contracts and commitments with third parties which Flipside is unable to cancel or for which cancellation attracts any penalties.

5.3
No variation shall become binding on either party unless the parties have agreed so in writing. Where any variation results in an increase in scope, time and/or expense from Flipside or otherwise would involve an increase in Fees, Client and Flipside shall negotiate in good faith a commensurate increase in Fees prior to Flipside being required to undertake the work.

5.4
Any variation agreed and signed by the parties in accordance with clause 3.2, shall replace and/or modify the previous SOW (as appropriate) and shall be deemed incorporated into and made part of this Agreement.

FLIPSIDE'S OBLIGATIONS

6.1
Flipside shall:
Perform its obligations to good industry standards with due care and diligence.
ensure its provision of Services comply with applicable laws; provide the Services and Deliverables in accordance with the applicable Specification; obtain and maintain in force all necessary and applicable third party consents, licences and rights required in the ordinary course of its business; and ensure that its personnel are appropriately qualified to carry out any tasks to which they are assigned by Flipside in relation to each SOW.

CLIENT'S OBLIGATIONS

7.1
Client shall:
Client shall, in relation to this Agreement:
Provide to Flipside all necessary Client Materials, including any Client business requirements as it relates to the Services, as reasonably required by Flipside.
The client recognises that delays or failure to provide Client Materials may delay Flipside's delivery of Services and/or Deliverables.
The client will ensure Flipside has all necessary rights, licenses, permissions, waivers, releases and other documentation to permit its use of any Client Materials.
The client will ensure that all Client Materials provided to Flipside are true, accurate and not deceptive or misleading in respect of any claims regarding Client products and services, that such claims are supportable by objective and reliable data in its possession.
The client provide access to development and test platforms and code repository and where applicable, provide Acceptance Testing in accordance with clause 8; comply with laws and regulations applicable to Client's own business and be responsible for information, materials and/or deliverables approved by it.

ACCEPTANCE OF SERVICES

8.1

Upon completion of each phase of Services as determined in the relevant SOW, Flipside shall deliver or install the relevant Deliverables and/or Software (as applicable). Where a SOW envisages delivery of Software, prior to such delivery Flipside shall perform reasonable acceptance testing to ensure the Software complies with the applicable SOW and/or Specifications. Client may accept the Software on the basis of the outcome of Flipside's testing or may choose to carry out its own acceptance testing to inspect, test and evaluate whether the Software (or relevant part thereof) complies with the relevant SOW or Specifications. In either case, Client shall respond to Flipside with its written acceptance ("Acceptance") or notice of non-compliance within 7 working days (or such other period agreed between the parties in writing) from the date of delivery or installation of the Software, or any part of it.

8.2

If the Software does not comply with the applicable SOW and/or Specification, Client shall give Flipside prompt written notice that the Software is noncompliant as well as a detailed report of such noncompliance (including the affected part of the Software, the test that identified it and other details of the non-compliance). Flipside shall have five Business Days (or such other period agreed between the parties in the SOW) from the receipt of such notice to correct the deficiencies. On completion of any such remediation, Client shall then have five Business Days to inspect, test and evaluate the re-performed Software. If the Software still does not comply with the applicable Specification, Client shall have the option to either: (1) repeat the procedure set out above, or (2) terminate the affected SOW by written notice, following which the terms of clause 15.3 shall apply.

8.3

If Client does not give written notice to Flipside of Acceptance or non-compliance within the 7-day inspection, testing and evaluation period set out in clause 8.1, Client shall be deemed to have accepted the Software upon expiration of such period.

PAYMENT

9.1

Client shall pay to Flipside the Fees set out in the relevant SOW in accordance with the terms of this Agreement, without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

9.2

All Fees are net of tax. On presentation of an invoice, Client shall, in addition, pay to Flipside the amount of any tax, duty or assessment, including any applicable VAT, which Flipside is obliged to pay and/or collect from the client in respect of any supply under this agreement (other than tax on Flipside's income).

9.3

Flipside may invoice Client for reasonable out of pocket expenses on production of reasonable evidence of expenditure.

9.4

If Client disputes any invoice or any part if, acting reasonably, Client will notify Flipside promptly in writing within 14 days of receipt of the relevant invoice, that such invoice(s) or any part of it is in dispute and set out the reasons for the dispute together with any documentary evidence in support of such reasons. Notwithstanding any such disputes, the undisputed part(s) of each invoice shall remain payable in accordance with this Agreement or relevant SOW.

9.5

Payment of all amounts under this Agreement will be due on or before 30 days after the date of the invoice. Flipside shall issue invoices in accordance with the relevant SOW and, if no invoice schedule is included in a SOW, on a monthly basis independent of the stage of completion of the Services.

9.6
If Flipside has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Flipside: (a) may on written notice, suspend or withdraw all Services until all overdue invoices have been paid; and b) interest shall accrue on such due amounts at an annualised rate equal to 2% above base rate of Barclays Bank, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.7
In the event Client requires that Services be delivered as a matter of urgency, and where work has to be carried out before 0900 or after 1700 GMT/BST on weekdays, the rate for the hours worked during such days is 50% above Flipside's standard rate, and for work carried out on Saturday, Sunday or Bank Holidays the rate for the hours worked during such days is 100% above the standard rate.

INTELLECTUAL PROPERTY RIGHTS

10.1
Client continues to own all Intellectual Property rights in the Client Materials.

10.2
Flipside retains all right, title and interest, in the Background Materials.

10.3
Subject clauses 10.2 and 10.5, Client shall be the sole owner of all rights in and to materials included in the Deliverables which are developed and produced by Flipside on Client's behalf pursuant to this Agreement, provided that Client has paid all invoices due and owing to Flipside pursuant to this Agreement.
Client shall grant Flipside a worldwide, non-exclusive, royalty-free right and licence during the Term to use and modify Client Material solely for the purposes of providing the Services and/or Deliverables.

10.4
Subject to full payment of the Fees and other amounts due to Flipside under this Agreement, Flipside grants to Client a non-exclusive, royalty free, worldwide licence to use the Background Material in the Deliverables described in the applicable SOW for the purposes set out in the SOW. Client shall make no other commercial use of the Background Material without Flipside's written consent.

10.5
Client understands and agrees that:
(a) its rights in any Third-Party Materials are subject to; and (b) it will use any Third-Party Materials in accordance with, the terms of appliable Third Party Supplier Terms.
Client shall indemnify and hold Flipside harmless, during and after the Term, against any claim arising from Client's breach or non-compliance with such Third-Party Supplier Terms.

10.6
This clause applies in respect of any Software:
Software may include: (i) Background Material; and (ii) Third Party Software which shall be considered Third Party Materials throughout this Agreement.
Where Third Party Software is included in the Software, Flipside shall provide Third Party Software to Client under the applicable Third-Party Supplier Terms and Client agrees to be bound by those terms in the use of such Third Party Software.
The ownership of intellectual property rights in any Third-Party Software including any further development of such intellectual property rights (whether by Client, Flipside or third parties) shall be subject to the terms of the applicable Third Party Terms and/or opensource licence, where applicable.
Notwithstanding any other provision in this Agreement, Flipside makes no warranty in respect of any Third-Party Software included in or incorporated into the Software, including Flipside's use, development, modification or maintenance of it.
Flipside does not give any warranty that the Software: (i) will be fit to operate in conjunction with any hardware items or software products other than with those that are identified in the Statement of Work or

applicable Specifications as being compatible with the Software; or (ii) will operate completely uninterrupted or completely error-free.
Software is developed for distribution and use in the United Kingdom, or for other markets as specified in the relevant SOW. Whilst Flipside recognises Client may aim to distribute Software internationally, modifications to enable the Software to be distributed to or used in other countries are outside of Flipside's scope of Services unless separately agreed.
Flipside will not be liable for any losses of whatever nature arising from any breach, failure and/or non-performance by any Third-Party Supplier that are not recoverable by Flipside under the applicable Third Party Supplier Terms. Client waives and releases Flipside from any and all claims and demands whatsoever in respect of any performance or non-performance by a Third-Party Supplier.

SOURCE CODE ACCESS

11.1
Any Software developed under this Agreement shall be delivered to Client in object code form. Subject to Client's compliance with its payment obligations under the Agreement, Flipside shall deliver a copy of the Source Code to Client upon written request from Client after the completion of the Services under the applicable SOW.

11.2
The Source Code shall be used solely by Client to use and maintain the Software and shall be subject to the use terms and restrictions under this Agreement. Client shall not disclose the Source Code to third parties except on a strictly need-to-know basis and such third parties shall enter into a confidentiality agreement with Client on terms no less onerous than those set out in this Agreement.

WARRANTIES

12.1
Flipside warrants to Client that on delivery the Software will conform to the applicable Specification and SOW in all material respects when maintained and operated in accordance with the SOW, Specification and Flipside's instructions.
Flipside will not be responsible for any defects or nonconformity to the Specification where it arises from: hardware failures, power problems or outages, environmental problems or any other cause other than the Software itself; modification of the Software, operating systems or computer hardware on which the Software is run, by any party other than Flipside; or misuse, errors or negligence of Client, its employees or agents in operating the Software.
Failure to maintain the Software or Third Party Software when maintenance is necessary for adequate functioning of the Software.
Flipside shall not be obliged to cure any defect unless Client notifies Flipside in writing of its existence and nature of such defect promptly on discovery. Client shall provide all documented information, details and assistance as Flipside may reasonably request.
Client acknowledges that:
Any Software under this Agreement is provided on an "as is" basis; software is never wholly free from defects, errors and bugs, and Flipside gives no warranty or representation that the Software will meet Client's needs, be wholly free from any defects, errors and bugs, or operate uninterrupted.
Flipside has developed the Software to work within the environment and parameters specified in the SOW and/or Specification, and Flipside warrants that the Software will operate on the hardware or software environment listed;
Flipside does not warrant or represent that the Software will be compatible with any application, program or software not specifically identified in the SOW.
And the above representations and exclusions are an essential part of this Agreement and have formed the basis for determining the Fees charged for the Services and Deliverables under this Agreement.
Flipside makes no warranties in respect of any Third-Party Materials (including but not limited to Third Party Software and hardware) nor clearance of any Deliverables against third party trademarks or patents in any jurisdiction, which shall be the responsibility of Client.

Whilst Flipside makes efforts to adhere to third party app store policies during development, where applicable, the changing nature of such policies mean that any remedies, adjustments or amendments required to be made to the Deliverables as a result of third-party app store policies will be at Client's cost.
Subject to clauses 10.5 and10.6.
Flipside warrants that the use of the Deliverables by Client under and in accordance with the terms of this Agreement will not infringe the copyright of any third party provided that the Services and/or Deliverables are used in accordance with this Agreement and any licence granted or obtained under it.
Without prejudice to any other rights or remedies, Flipside shall be entitled at its own cost to replace or modify infringing material so that it becomes non-infringing so long as the Software as so modified or replaced conforms in all material respects with the appropriate Specification.
Each party warrants to the other that it has the full right, power and authority to enter into and perform this Agreement and has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement.
The warranties in this Agreement are the only warranties granted, and Flipside expressly disclaims and excludes all other warranties express or implied, including, but not limited to, any statutory or implied warranties of merchantability or fitness for a particular purpose. No warranties are created or offered during any course of dealing, course of performance or trade usage.

LIMITATON OF LIABILITY

13.1
Nothing in this Agreement shall operate to exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or any other liability which cannot be excluded or limited under applicable law.

13.2
Neither party shall be liable to the other for any of the following (whether direct or indirect): loss of profit, business, revenue or anticipated profits, savings or goodwill, loss or corruption of data, software or software systems, loss of or damage to equipment, or loss arising from any harm to reputation or loss of goodwill or for any indirect, incidental, consequential or special loss or damage arising out of or pertaining to the subject matter of this Agreement.

13.3
Subject to clause 13.1, the maximum aggregate liability of Flipside arising out of this Agreement, whether in contract or tort (including negligence) or otherwise, shall not exceed the total amount of all Fees paid or payable by Client to Flipside under the applicable SOW.

CONFIDENTIAL INFORMATION

14.1
Each party will treat as confidential and properly safeguard Confidential Information of the other party before, during and after the Term.
Confidential Information shall not include information that: (a) is or falls into the public domain; (b) is disclosed to the receiving party by a third party which is not under an obligation of confidentiality to the disclosing party; (c) was already known to the receiving party; and/or (d) is independently developed by the receiving party without reference to Confidential Information.

14.2
In the event the receiving party is required by a subpoena or other legal process to disclose the disclosing party's Confidential Information, the receiving party shall: (i) if legally permitted, inform the disclosing party of such requirement; and (ii) only provide such Confidential Information of the disclosing party that is legally required.

14.3
In the course of performing the Services, Flipside may disclose Confidential Information as Client shall have approved for disclosure and/or to a Flipside Affiliate or other group or network affiliate entity which needs to know such information in connection with this Agreement and will comply with the terms of this

clause in respect of such information. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

TERM AND TERMINATION

15.1
This Agreement shall become effective on the date of signature and shall continue in full force and effect unless and until terminated in accordance with this Agreement.

15.2
Either party may terminate this Agreement for no cause by giving the other at least one month's notice in writing.

15.3
Without prejudice to any rights that have accrued under this Agreement or otherwise, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if: the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver, administrative receiver or administrator is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other party;
Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
Upon any termination of this Agreement, the following provisions shall apply: All amounts payable or accrued to Flipside under this Agreement shall become immediately due and payable without demand; where any amounts have been paid by Client to Flipside in advance, Flipside shall promptly refund such portion of the Fees as it relates to the period after termination on a pro rata basis; Client shall pay to Flipside any pre-agreed Fees, including expenses incurred and committed to and not capable of cancellation as well as any cancellation costs; and Flipside shall submit invoices for all Services and Deliverables provided but for which no invoice has been submitted, and Client shall pay these invoices, if not in dispute, immediately on receipt.

15.4
Notwithstanding termination of this Agreement for any reason the following clauses shall survive: 9, 10, 11, 13, 14, 15.3, 16 to 28.

RELATIONSHIP OF THE PARTIES

16.1
Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to

make or enter into any commitments for or on behalf of any other party, except as expressly authorised by Client or Flipside (as the case may be).

FORCE MAJERURE

17.1

Neither party shall in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 90 days or more, the party not affected may terminate this Agreement by giving 15 days written notice to the other party. If termination occurs under this clause, the terms of clause 15.3 shall apply.

NON-SOLICITATION OF EMPLOYEES

18.1

During the Term and for six (6) months thereafter, neither party shall, without the prior written consent of the other (such consent to be in the sole discretion of the other), employ or contract for the services of any individual who is or has been in the employ of the other or any of its Affiliates. Unless otherwise agreed between the parties in writing, for any breach of the undertaking given in this clause, the party in breach shall promptly pay to the other as liquidated damages a sum equal to fifty per cent (50%) of the annual compensation payable by such party to the person so employed or contracted. The parties hereby expressly agree that the sums referred to in this clause represent a fair and genuine estimate of the likely losses they would suffer as a result of a breach of this clause.

COMPLIANCE

19.1

Flipside does not provide any legal advice and shall not be held liable in respect of Client's compliance with laws and regulations applicable to its own business operations. In particular, Client shall be responsible for ongoing legal and regulatory compliance of Client's or any end user's use of any Software or other output of the Services in all jurisdictions where they are made available. This includes but is not limited to: the implementation of a suitable End User License Agreement (EULA), Privacy and Cookie Policy, the storage, transmission and use of personal information and personal data provided by users, and the appropriate moderation of user generated content.

PUBLICITY

20.1

The parties will not and will not permit each other and their Affiliates to use each other's name and make reference to this Agreement for purposes of publicity, customer lists and advertisements without the prior written approval of such party. Client hereby grants to Flipside its consent to refer to Client (as well as using its logo as provided by Client) on Flipside's website as its client, as well as to refer to it for portfolio purposes. Parties shall not use the names of any clients of the other party for aforementioned purposes without the prior written approval of such party.

ASSIGNMENT

21.1

Neither party shall, without the prior written consent of both parties, assign, transfer, or charge all or any of its rights or obligations under this Agreement.

SEVERANCE

22.1

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

ENTIRE AGREEMENT

23.1
Each party acknowledges that this Agreement contains the entire agreement between the parties and supersedes all previous proposals and agreement between the parties and that it has not relied upon any oral or written representation or other communication made to it by the other or its employees or agents relating to this Agreement.

WAIVER

24.1
No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

AMENDMENTS

25.1
This Agreement, or any part thereof, may only be amended, modified or waived by written agreement of each of the parties. In the case of Flipside, such agreement must be by a director.

NOTICES

26.1
All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to Client and Flipside at their respective addresses as set out on the first page; it being understood and agreed that email correspondence shall constitute written approval pursuant to this Agreement but shall not be good service of any notice of termination. Any notice of termination delivered by Client shall also be sent to: legalnotice@ipgdxtra.com.

DATA PROTECTION

27.1
Definitions: For the purposes of this clause 27, “personal data”, "controller", "processor", "data subject" and “process” shall have the meanings given under the Data Protection Laws. "Data Protection Laws" means all applicable laws which govern the use of data relating to identified or identifiable individuals which applies in respect of the processing of the personal data described in this Agreement, as these laws may be amended, supplemented or replaced from time to time, including Data Protection Act 2018; Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the retained EU law version of the GDPR in the UK.

27.2
The parties warrant that they will comply with any Data Protection Laws in force in the relevant territory (and in any other jurisdiction in which it carries on business) throughout the Term, in connection with and to the extent relevant to their performance of applicable obligations under this Agreement.

27.3
To the extent the Flipside processes any personal data on behalf of the Client it shall do so in accordance with its GDPR Client Pack a copy of which shall have been provided by Flipside to Client. Should the parties enter into a standalone data processing agreement (“DPA”), it shall govern such processing and supersede the GDPR Client Pack. If any conflict arises between this Agreement and the DPA in respect of any processing of personal data in the performance of the Services, the terms of the DPA will take precedence.

GOVERNING LAW & JURISDICTION

28.1
Flipside and Client shall use reasonable endeavours to negotiate in good faith and settle amicably any dispute or difference that may arise out of or relate to the Agreement. If any dispute or difference is not settled through negotiations by the respective parties within 14 days of the dispute arising, the dispute shall be referred to the Chief Executive in the case of Client, and a Board Director in the case of Flipside.

28.2
This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute or difference arising in relation to this Agreement.

Issued by:

Flipside Group, a trading name of Wellset Repro Limited.
Registered company (3205960) at 135 Bishopsgate, London, United Kingdom EC2M 3AN

Phil Hakim

CEO Flipside Group