Dated

Click or tap to enter a date.

Consultancy Services Agreement

between

Hexiosec Limited

and

XXX

Contents

Clause

THIS AGREEMENT is dated X.

Parties

(1) Hexiosec Limited incorporated and registered in England and Wales with company number 11223788 whose registered office is at Suites 201-203, Eagle Tower Montpellier Drive, Cheltenham, Gloucestershire, England, GL50 1TA (“**Supplier”**).

(2) Company registered in Place under registration number Number whose registered office is at Address (“**Client”**).

Background

(A) The Supplier is in the business of providing the Services.

(B) The Client wishes to obtain and the Supplier wishes to provide the Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Client's Equipment: any equipment, systems, cabling or facilities belonging to, or provided by, the Client, being either the equipment to which some or all of the Services are to be provided or equipment which is used directly or indirectly in the supply of the Services.

Client's Manager: the Client's manager for the Services appointed under clause 4.

Deliverables: the deliverables specified in all subsequent Statements of Work.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

holding company: has the meaning given in clause 1.5.

Input Material: the input materials specified in all subsequent Statements of Work.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestones: a date by which a part of the Services is to be completed, as set out in all subsequent Statements of Work .

Pre-existing Materials: the pre-existing materials specified in all subsequent Statements of Work.

Services: the services to be provided by the Supplier under this agreement, as set out in all subsequent Statements of Work, and the Supplier's obligations under this agreement, together with any other services which the Supplier provides or agrees to provide to the Client.

Subsidiary: has the meaning given in clause 1.5.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

Supplier's Manager: the Supplier's manager for the Services appointed under clause 3.3.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.14 References to clauses are to the clauses of this agreement.

1.15 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

2.1 The Supplier shall provide the Services to the Client in accordance with this agreement.

2.2 The Supplier shall provide the Services from the dates agreed in the relevant Statements of Work.

2.3 This agreement shall continue for a period of 12 months, unless it is terminated earlier in accordance with clause 11.

3. Supplier's responsibilities

3.1 The Supplier shall use reasonable endeavours to provide the Services and deliver the Deliverables to the Client, in accordance with all subsequent statements of work, in all material respects.

3.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in all subsequent statements of work, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.

3.3 The Supplier shall appoint the Supplier's Manager in respect of the Services, who shall have authority under this agreement contractually to bind the Supplier on all matters relating to the Services.

3.4 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it under clause 4.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

4. Client's obligations

4.1 The Client shall:

(a) co-operate with the Supplier in all matters relating to the Services and appoint the Client's Manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;

(b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities and personnel as reasonably required by the Supplier or any of them;

(c) provide, in a timely manner, such Input Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;

(d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

(e) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

(f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of Input Material and the use of the Client's Equipment in relation to the Supplier's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start;

(g) keep, maintain and insure the Supplier's Equipment in good condition and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation.

4.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

4.3 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

4.4 The Client shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of six months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

4.5 Any consent given by the Supplier in accordance with clause 4.4 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

5. Change control

5.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other party in writing (**Change Request**).

5.2 If the Supplier originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:

(a) the Services;

(b) the Supplier's existing charges;

(c) the timetable of the Services; and

(d) any of the terms of this agreement.

5.3 If the Client originates a Change Request, the Supplier shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Client setting out:

(a) the likely time required to implement the proposed change;

(b) details of the impact which the proposed change will have on:

(i) the Services;

(ii) the Supplier’s existing charges;

(iii) the timetable of the Services; and

(iv) any of the terms of this agreement.

5.4 Unless both parties consent to a Change Request, there shall be no change to the Services and any other terms of this agreement.

5.5 If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a **Change Order**.

5.6 If either party is unwilling to accept a Change Request suggested by the other (or a term of any proposed Change Order), then the other party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 25.

5.7 The Supplier may charge for the time it spends on dealing with Change Requests originating from the Client on a time and materials basis in accordance with clause 6.

6. Charges and payment

6.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the charges as set out in all subsequent statements of work, which are calculated in accordance with the Statements of Work and the remaining provisions of this clause 6.

6.2 Where the Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated on an hourly rate basis and charged in one-minute increments, based upon the Supplier's standard nominal daily fee rate, as amended from time to time in accordance with clause 6.4;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between Business Hours on a Business Day;

(c) the Supplier shall be entitled to charge any overtime at the hourly rate referred to in clause 6.2(a) above for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 6.2(b);

(d) the Supplier shall be entitled to charge travelling time at the hourly rate referred to in clause 6.2(a) above in respect of time spent by individuals whom it engages on the Services travelling to the Client’s premises to attend meetings (but not if such individuals are attending the Client’s premises for an entire eight-hour chargeable day);

(e) all charges quoted to the Client shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;

(f) the Supplier shall invoice the Client monthly in arrear for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 6.2 and clause 6.3.

6.3 Any daily rate contained in any Statement of Work excludes:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost; and

(b) VAT, which the Supplier shall add to its invoices at the appropriate rate.

6.4 The parties agree that the Supplier may review and increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12-month period. The Supplier shall give the Client written notice of any such increase three months before the proposed date of that increase. If such increase is not acceptable to the Client, it may, within three months of such notice being received or deemed to have been received in accordance with clause 23, terminate the agreement by giving one month's written notice to the Supplier.

6.5 The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 14 days of receipt to a bank account nominated in writing by the Supplier.

6.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date:

(a) the Client shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and

(b) the Supplier may suspend all Services until payment has been made in full.

6.7 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This clause 6.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

6.8 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

7.1 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 7.2, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If this agreement is terminated by the Supplier in accordance with clause 11, this licence will automatically terminate.

7.2 The Client acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.

8. Compliance with laws and policies

In performing their respective obligations under this agreement each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

9. Confidentiality and the Supplier's property

9.1 The Client undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain, except as permitted by clause 9.2(a).

9.2 The Client may disclose the Supplier's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. The Client shall ensure that its employees, officers, representatives or advisers to whom it discloses the Supplier's confidential information comply with this clause 9; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 The Client shall not use the Supplier's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9.4 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client (including Pre-existing Materials and the Supplier's Equipment) shall, at all times:

(a) be and remain the exclusive property of the Supplier;

(b) be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier; and

(c) not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

9.5 The Supplier undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Client, its employees, agents, consultants or subcontractors and any other confidential information concerning the Client's business or its products which the Supplier may obtain, except as permitted by clause 9.6(a).

9.6 The Supplier may disclose the Client's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses the Client's confidential information comply with this clause 9; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.7 The Supplier shall not use the Client's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9.8 All materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier (including Pre-existing Materials and the Client's Equipment) shall, at all times:

(a) be and remain the exclusive property of the Client;

(b) be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Client; and

(c) not be disposed of or used other than in accordance with the Client's written instructions or authorisation.

10. Limitation of liability

10.1 Nothing in this agreement shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information; and

(g) any indirect or consequential loss.

10.3 Subject to clause 10.1, the Supplier's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £1 million.

10.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) 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;

(c) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) 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 any of its creditors other than (being a company) 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;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) 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;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(c) to clause 11.1(i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Client if:

(a) the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) there is a change of Control of the Client.

12. Consequences of termination

12.1 On termination or expiry of this agreement:

(a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall, within a reasonable time, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

(c) the following clauses shall continue in force: clause 7 (Intellectual property rights), clause 9 (Confidentiality and the Supplier's property), clause 10 (Limitation of liability), clause 26 (Conflict), clause 26 (Governing law) and clause 27 (Jurisdiction).

12.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. Force majeure

13.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident; and

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

(i) interruption or failure of utility service.

13.2 Provided it has complied with clause 13.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.4 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving two weeks' written notice to the Affected Party.

13.6 If the Force Majeure Event prevails for a continuous period of more than three months, either party may terminate this agreement by giving five days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

14. Assignment and other dealings

14.1 This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Supplier gives prior written notice of such dealing to the Client.

15. Variation

Subject to clause 5, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

16.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

16.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

17. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of any subsequent Statements of Work, the provisions of this agreement shall prevail.

21. No partnership or agency

21.1 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, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Third party rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

23. Notices

23.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in the Supplier's proposal document.

23.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting.

(c) if sent by email, at 9.00am on the next Business Day after transmission.

23.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Counterparts

24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

24.3 No counterpart shall be effective until each party has executed at least one counterpart.

25. Multi-tiered dispute resolution procedure

25.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Chief Executive Officer of the Client and Chief Executive Officer of the Supplier shall attempt in good faith to resolve the Dispute;

(b) if the Chief Executive Officer of the Client and Chief Executive Officer of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

25.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 27 which clause shall apply at all times.

25.3 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 27 in this agreement.

26. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by XXX
for and on behalf of Hexiosec Limited

____
<title>
<date>

Signed by______________________
for and on behalf of XXX

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