

General Terms and Conditions

1. RELATIONSHIP BETWEEN TERM

- 1.1. These terms and conditions, including its Appendices ("Terms and Conditions") are to be incorporated into each Statement of Work (and its Appendices).
- 1.2. The Services to be provided to the Customer will be detailed in the Statement of Work. The Customer may from time to time request the provision of further Services and if Chicken agrees to provide such Services then a further Statement of Work or a variation of an existing Statement of Work may be agreed. All Statements of Work are automatically made on these Terms and Conditions and any changes to these Terms and Conditions must be mutually agreed in writing by authorised representatives of the Parties and attached as a signed variation. For the avoidance of any doubt the Customer agrees that any document that purports to amend these Terms and Conditions and which is not in compliance with this Clause 1.2 (including without limitation any purchase order or purchase order confirmation or similar document that carries terms not expressly included in these Terms and Conditions or a relevant Statement of Work) shall be of no effect. Should for any reason Chicken carry out Services at the request of the Customer which are not detailed in a Statement of Work, such Services shall be deemed subject to these Terms and Conditions and for that purpose shall be deemed to be a Statement of Work.
- 1.3. Each Statement of Work constitutes a separate agreement on the terms of the General Terms and Conditions and their Appendices. The commencement date and the duration of each Statement of Work shall be as set out in that Statement of Work. Termination of any one Statement of Work shall not affect termination of any other Statement of Work (although this shall not prevent more than one Statement of Work being subject to termination if termination circumstances apply to them). The limitations of liability in Clause 11 cover these Terms and Conditions including all the Statements of Work (and their Appendices) in aggregate.
- 1.4. If there is any conflict or inconsistency between any provision of these Terms and Conditions and any Statement of Work these Terms and Conditions shall prevail unless specifically stated in writing and signed by both parties in a

Statement of Work with reference to this Clause 1.4, in which case the terms of the relevant Statement of Work shall prevail.

2. TERM

- 2.1. These Terms and Conditions shall commence on the date when they have been signed by all the parties and shall continue, unless terminated earlier in accordance with Clause 9, until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the first anniversary of the commencement of these Terms and Conditions and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2. If there are no uncompleted Statements of Work as at the date notice to terminate is served under Clause 2.1, such notice shall terminate these Terms and Conditions with 30 days from termination notice.
- 2.3. The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under Clause 2.1.

3. SERVICES

- 3.1. Chicken agrees to provide the Services to the Customer in consideration for the Price and in accordance with these Terms and Conditions and an applicable Statement of Work.
- 3.2. The Services, Deliverables, and Price shall be determined as follows:
 - (a) If the Customer desires specific services, it will notify Chicken in writing, setting out:
 - (i) a brief description of the desired services;
 - (ii) the applicable time-frame for delivery of the services and any deliverables; and
 - (iii) an initial draft of the likely specification including where appropriate an indication of the desired budget.
 - (b) The Customer and Chicken will negotiate the quote in good faith and will jointly draft then both sign a corresponding Statement of Work together with applicable Appendices.

- 3.3. All dates and timescales given or agreed to by Chicken in respect of a Statement of Work shall be estimates only save that Chicken shall use reasonable commercial endeavours to meet and achieve such dates and timescales.

4. CHICKEN'S OBLIGATIONS

- 4.1. Chicken undertakes to provide the Services according to the Statement of Work agreed between the parties and on these Terms and Conditions.
- 4.2. Chicken shall provide its services under these Terms and Conditions with the skill and care to be expected of a provider of services involving the design and implementation of websites, content management systems and bespoke software. Notwithstanding anything to the contrary in these Terms and Conditions and/or in any document which relates to the Services provided by Chicken to the Customer, Chicken shall be able to make changes to the Statement of Work to the extent that these changes are not material and made with the intention of meeting the agreed Deliverables.
- 4.3. Chicken may subcontract its obligations under these Terms and Conditions provided that it remains primarily liable for the acts and omissions of its subcontractors.

5. DELIVERY MANAGEMENT

- 5.1. Chicken shall:
- 5.1.1. make available as many person days of effort as are from time to time required to perform the Services under a Statement of Work;
 - 5.1.2. ensure that its personnel providing the Services individually possess suitable skills and experience and that they are as a team suitably qualified to carry out the work included in the relevant Statement of Work.
 - 5.1.3. Unless otherwise agreed in the Statement of Work, a written record of matters of substance discussed at meetings or in telephone conversations between the parties will be supplied by Chicken to Customer within a reasonable time and in any event not less than five (5) Business Days after such discussions. If the subject matter of a written record is not challenged by Customer within five (5) Business Days of its receipt, it will be deemed to be a correct record of the meeting or telephone conversation to which it refers.

6. CUSTOMER'S OBLIGATIONS

6.1. The Customer shall:

- 6.1.1. deliver the Customer Materials to Chicken as soon as reasonably practicable as and when requested by Chicken and in the agreed format; and
- 6.1.2. make appropriate personnel available as soon as reasonably practicable to respond to all queries reasonably raised by Chicken and relating to the Services from time to time.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 7.1. Neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.
- 7.2. The Customer acknowledges that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the provision of the Services (including for the avoidance of any doubt any related to software, the Deliverables and materials supplied as part of the Services) belong at all times to Chicken and or Chicken's licensors unless otherwise expressly stated in a variation agreement made in accordance with Clause 1.2.
- 7.3. To the extent that a Deliverable incorporates Chicken's Intellectual Property Rights, Chicken hereby grants to the Customer the non-exclusive, royalty-free, non-sub-licensable and perpetual right to use the relevant Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to Chicken unless otherwise stated in the Statement of Work.
- 7.4. Chicken warrants that it is not aware as at the date of these Terms and Conditions that the Software, any materials supplied as part of the Services, information, data, computer facilities or material that Chicken supplies, or any provision of the Services by Chicken or the Customer's use of the same in accordance with these Terms and Conditions infringes any third party's Intellectual Property Rights ("Infringement Claim").
- 7.5. Chicken shall only be liable under these Terms and Conditions for an Infringement Claim or alleged Infringement Claim if (i) the Customer promptly notifies Chicken of any infringement or alleged infringement of which the Customer has notice; (ii) the Customer makes no admission as to liability or agree any settlement of such claim without prior written consent from Chicken; (iii) the Customer allows Chicken (or a relevant third party supplier), at Chicken expense, to conduct and/or settle all negotiations and litigation arising from any

claim or action relating to the alleged infringement; and (iv) the Customer, at Chicken expense, give to Chicken (or a relevant third party supplier) such reasonable assistance as may be requested in such settlement or negotiation.

- 7.6. Chicken shall have no liability for any Infringement Claim or alleged Infringement Claim to the extent such claim (i) arises from possession, use, development, modification, or operation of the Services (or supplied software or hardware or part thereof) by the Customer other than in accordance with these Terms and Conditions or the relevant Statement of Work; (ii) failure by the Customer to take any corrective action directed by Chicken; or (iii) is based upon any item provided by Chicken and incorporated into the Services (or supplied software and / or hardware or part thereof) at the Customer's request.
- 7.7. Subject to clauses 7.5 and 7.6 Chicken hereby indemnifies and holds harmless the Customer against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Customer to compromise or settle any action or claim) suffered or incurred by the Customer and arising by reason of or in connection with a claim by a third party that the use of the Deliverables by the Customer or by the Customer's customers is a breach of that third party's Intellectual Property Rights.
- 7.8. The Customer shall indemnify Chicken against all costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against Chicken arising out of or in connection with any claim that Chicken's use or access of the Customer Materials pursuant to these Terms and Conditions infringes the Intellectual Property Rights of any third party.

8. PRICE AND PAYMENT

- 8.1. In consideration of performance of Chicken's obligations under these Terms and Conditions, the Customer shall pay Chicken the Price according to the payment terms set out in the Statement of Work, or failing that within thirty days of issue of an invoice.
- 8.2. The fees are inclusive of all labour and materials. All fees are exclusive of any applicable value added tax, for which the Customer shall be additionally liable.
- 8.3. All payments to Chicken by the Customer shall be made after receipt of an invoice from Chicken. All payments shall be made in British Pounds by bank transfer to the account of Chicken at a bank to be nominated in writing by Chicken.

- 8.4. The Customer shall reimburse Chicken for expenses incurred by Chicken in providing the Services in accordance with Chicken's company policy, including travel and related expenses.
- 8.5. If the Customer fails to make any payment to Chicken on the due date then, without prejudice to any other right or remedy available to Chicken:
- 8.5.1. if payment is delayed more than 7 days after the due date, Chicken may suspend performance of its obligations under these Terms and Conditions until such payment is received;
- and/or
- 8.5.2. Chicken shall be entitled to charge the Customer interest (both before and after judgement) on the amount outstanding on a daily basis, at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time in force (or such other clearing bank as Chicken may nominate) such interest to be calculated from the due date to the date of actual payment (both dates inclusive), compounded quarterly. Chicken may suspend part or all of the Services until payment has been made in full.
- 8.6. Where these Terms and Conditions are entered into as a framework agreement, each time a new Statement of Work is entered into, Chicken reserves the right to increase the price.

9. TERMINATION

- 9.1. Chicken shall be entitled to terminate any Statement of Work by giving not less than 30 days' written notice to the Customer if there is at any time a material change of control (as that phrase is defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Customer.
- 9.2. Either party shall be entitled forthwith to terminate any Statement of Work by written notice to the other if:
- 9.2.1. the other party commits any material breach of these Terms and Conditions and (where such breach is capable of remedy) has failed to remedy such breach in all material respects within 30 days after notification that it is in breach; or
- 9.2.2. an encumbrancer takes possession or a receiver, administrator or similar officer is appointed over any of the property or assets of that other party or there is any enforcement of any security over any assets of the other party; or

- 9.2.3. that other party makes any voluntary arrangement with its creditors pursuant to the Insolvency Act 1986, or suspends payment to creditors; or
 - 9.2.4. that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under these Terms and Conditions; or
 - 9.2.5. that other party ceases, or threatens to cease, to carry on business; or
 - 9.2.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party.
- 9.3. Without prejudice to any other right or remedy available to it, Chicken may terminate these Terms and Conditions with immediate effect if the Customer fails to pay any amount due under these Terms and Conditions on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment.

10. CONSEQUENCES OF TERMINATION

Upon the termination of these Terms and Conditions for any reason:

- 10.1. Subject to Clause 2.1, all existing Statements of Work shall terminate automatically.
- 10.2. outstanding unpaid invoices rendered by Chicken in respect of the services provided under any Statement of Work shall become immediately payable by the Customer and invoices in respect of services carried out prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice;
- 10.3. except as otherwise provided in these Terms and Conditions or any Statement of Work, and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under these Terms and Conditions.

11. LIABILITY

- 11.1. Except where it is a breach of these Terms and Conditions, Chicken shall have no liability to the Customer for any loss or damage whatsoever arising out of or in

connection with these Terms and Conditions or the services provided hereunder whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise.

- 11.2. Subject to Clause 11.4 below Chicken's total aggregate liability to the Customer in connection with these Terms and Conditions (including its Appendices) or any Statement of Work in any one calendar year shall not exceed 125% of the amount received by Chicken (excluding tax) from the Customer under the relevant Statement of Work in such calendar year.
- 11.3. Subject to 11.4, neither Party shall, in any event, be liable or responsible to the other for any:
 - 11.3.1. loss of documentation, loss or corruption of data, loss of profits or of contracts, remedial costs, loss of operation or staff time, costs of obtaining substitute products or services and loss of goodwill or anticipated savings (in each case whether direct or indirect); or
 - 11.3.2. indirect, incidental, special or consequential loss, damage, cost or expense of any kind whatsoever; and in each case howsoever caused whether arising under contract, tort (including negligence and breach of statutory duty) or otherwise, even if it has been advised of the possibility of such loss.
- 11.4. The express warranties given in these Terms and Conditions are in lieu of all warranties, conditions, terms, representations, undertakings and obligations (express or implied) imposed by statute, common law or otherwise all of which are hereby excluded to the maximum extent permitted by law.
- 11.5. The above exclusions and limitations shall apply to the fullest extent permissible at law but neither Party excludes or limits liability for death or personal injury caused by its negligence or that of its employees or agents and for which it is responsible, or for fraud or wilful deceit.
- 11.6. The Customer acknowledges that the exclusions set out above are fair and reasonable in all the circumstances and that the exclusions and limitations of liability set out above are reasonable notwithstanding that they may have the effect of protecting Chicken from losses for which it may be insured (and the Parties acknowledge that there are sound commercial reasons for so doing, such as maintaining a good insurance claims record).
- 11.7. No indemnity in these Terms and Conditions shall be effective to the extent that it has the effect of excluding or restricting liability as set out in Clause 11.4.

12. CONFIDENTIALITY AND PUBLICITY

- 12.1. Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or by any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party (or of any member of the group of companies to which the other Party belongs) which comes to its knowledge and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 12.2. Customer permits its name to be added to Chicken's client list, and for Chicken to feature or otherwise include Customer's projects in Chicken's online and offline portfolios and case studies.

13. DATA PROTECTION

- 13.1. Both Parties will comply with the provisions contained in the Data Processing Appendix.

14. ESCALATION AND ADR

- 14.1. If any dispute or grievance arises between the Parties out of these Terms and Conditions, before taking any further action (such as requiring the Party in default to remedy an alleged fault within a specific time), each Party agrees that it will be discussed between a representative of each Party who is a board director or of equivalent executive authority and who has authority to settle the dispute and who has, where possible, no direct involvement in the relevant matter.
- 14.2. Should the escalation mechanism set out in clause 14.1 fail to be effective, the Parties will attempt to settle the dispute or grievance by mediation in accordance with the Centre for Dispute Resolution Model Procedure, or, failing that, a procedure administered by such other similar organisation as the President for the time being of the Law Society of England and Wales shall nominate. Unless the Parties agree otherwise, the costs of the mediation shall be borne equally by each of them.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable for delay in performing or failure to perform obligations under these Terms and Conditions if the delay or failure results from force majeure.
- 15.2. For the purposes of these Terms and Conditions, "force majeure" shall mean any Act of God, war, riot, act of terrorism, outbreak of hostilities, strike or other industrial action of any kind, malicious damage, default of suppliers or subcontractors, accident, failure or breakdown of plant or machinery, fire, flood, explosion any act of local or national government or authority and any cause or circumstance whatsoever outside the reasonable control of the Party affected.
- 15.3. In the event of any delay or failure under these Terms and Conditions resulting from force majeure a Party may rely on the provisions of this Clause for exemption from liability for non-performance, part performance, defective performance, or delay and in the event that any such delay or failure continues for a period in excess of 120 consecutive days, a Party shall have the right to terminate these Terms and Conditions with immediate effect.
- 15.4. In the event of any force majeure (including a sequence of events of force majeure) which has lasted or is likely to last for longer than 7 days the Parties agree to discuss in good faith whether the respective rights and obligations of each Party under these Terms and Conditions can be amended in order to alleviate the effects of the force majeure and best bring into effect the original intentions of the Parties.

16. GENERAL

- 16.1. In these Terms and Conditions, capitalised words and phrases shall bear the meanings set out in the Definitions Appendix.
- 16.2. References in these Terms and Conditions to the Parties shall include their respective heirs, successors in title permitted assigns and personal representatives.
- 16.3. If any Party fails to rely on its rights under these Terms and Conditions or otherwise, that shall not prevent it from relying on those (or similar) rights in the future.
- 16.4. The provisions of these Terms and Conditions, and the rights and remedies of the Parties under it are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity. No exercise by a Party

of any one right or remedy under these Terms and Conditions, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms and Conditions, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

- 16.5. If any provision of these Terms and Conditions is found by a court or other competent authority to be void or unenforceable:
 - 16.5.1. that provision shall be deemed to be deleted from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue in full force and effect; and
 - 16.5.2. a mutually satisfactory provision to be substituted for that provision.
- 16.6. Any notice given under these Terms and Conditions shall be in writing and shall be delivered or sent by prepaid registered post to the address of the relevant party as set out at the head of these Terms and Conditions, or to such address within the United Kingdom as subsequently notified to the other party/ies pursuant to this clause. In the case of postal communication, the notice shall be deemed to have been received 72 hours after it was posted, provided that the sending machine confirms that the receiving machine has received the notice error-free.
- 16.7. The Contract is between the customer and Chicken. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 16.8. These Terms and Conditions shall be governed by the laws of England and the Parties agree to submit to the non- exclusive jurisdiction of the Courts of England & Wales.
- 16.9. By signing these Terms and Conditions, Customer agrees that these Terms and Conditions including its Appendices shall be incorporated into and shall apply to each Statement of Work (and its applicable Appendices).
- 16.10. In addition, when these Terms and Conditions are signed below, they shall take effect as a framework agreement, and any Statement of Work entered into subsequently will be subject to these Terms and Conditions and any rate card to the Statement of Work attached shall be followed for the Term of this Agreement.

For and on behalf of
CHICKEN DIGITAL LIMITED
acting by a Director

For and on behalf of
[CUSTOMER]
acting by a Director

Full name

Full name

Title

Title

Signature

Signature

Date

Date