

Agreed Terms: ENGAGING WORKS HOLDINGS LIMITED T/A WORKL FOR BUSINESS (WORK L) TERMS AND CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which WorkL is subject, which relates to the protection of personal data.
- c) To the extent the law of any other jurisdiction (other than as set out in a and b above) applies, such other legislation and regulatory requirements in force from time to time in that other jurisdiction which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

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.

Charges: the sums payable for the Services in accordance with clause 6.

Contract: the contract between WorkL and the Customer for the supply of Services in accordance with these Conditions or incorporating these Conditions.

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

Customer: the person or firm who purchases Services from WorkL, including the Online Customer and the Serviced Customer.

Customer Materials: all documents, information, items, materials and trade marks in any form, whether owned by the Customer or a third party, which are provided by the Customer to WorkL in connection with the Services, including without limitation employee data required for the provision of the Services.

Customer Personal Data: any personal data which WorkL processes in connection with the Contract, in the capacity of a processor on behalf of the Customer.

Deliverables: any output of the Services to be provided by WorkL to the Customer, including without limitation the Surveys.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, 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.

Online Customer: the Customer who purchases the Online Services.

Online Services: the Services purchased by the Customer via the Site.

Service Plan and Scope of Work: the service plan and scope of work in relation to the Services as may be agreed between the Serviced Customer and WorkL in writing from time to time.

Service Specification: means either:

- a) the relevant scope of services as more particularly described on the Site for the Services purchased by the Online Customer; or
- b) the Service Plan and Scope of Work agreed between the Serviced Customer and WorkL in writing from time to time,

as the case may be, depending on whether the Services are provided to the Online Customer or Serviced Customer.

Serviced Customer: the Customer other than Online Customer.

Services: the services to be provided by WorkL to Customer.

Site: WorkL's website for businesses at <https://business.workl.co/>.

Survey(s): employee engagement surveys supplied by WorkL to the Customer as part of the Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

WorkL: Engaging Works Holdings Limited T/A WorkL for Business , a company registered in England and Wales with the company number 12307093 and registered office address at 21 Worship Street, London, England, EC2A 2DW.

1.1. Clause, Annex, Schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.2. The Annex forms part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Annex.

1.3. Unless expressly provided otherwise in these Conditions, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from

time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.4. A reference to **writing** or **written** includes email.
- 1.5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6. 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. Basis of Contract

- 2.1. Subject to any special terms agreed in writing between the parties and as set out in the Contract, these Conditions will govern the relationship between the parties in relation to the Services.
- 2.2. Orders for the Online Services shall only be deemed to be accepted when WorkL issues written acceptance of such order at which point and on which date the Contract shall come into existence. Each such order shall be a separate contract.
- 2.3. Any advertising issued by WorkL whether on the Site or otherwise, and any illustrations contained in WorkL's marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. WorkL's responsibilities

- 3.1. WorkL shall use all reasonable endeavours to supply the Services, and deliver the Deliverables to the Customer, in accordance with the relevant Service Specification in all material respects.
- 3.2. WorkL shall:
 - 3.2.1. apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Services and provision of the Deliverables;
 - 3.2.2. keep the Customer informed as to the progress and status of all Services and Deliverables; and
 - 3.2.3. use all reasonable endeavours to meet any performance dates specified in the Contract or any other delivery date(s) agreed by the parties in writing.
- 3.3. Unless otherwise agreed in writing and expressly set out in the Contract, any agreed delivery or performance dates are approximate only and the time for delivery or performance is not of the essence. If at any time WorkL becomes aware that it may

not be able to perform the Services or deliver any Deliverables by any date set out in the Contract (or any other deadline agreed by the parties in writing), WorkL will promptly notify the Customer and give details of the reasons for the delay.

4. Customer's obligations

- 4.1. If requested by WorkL, the Customer will give WorkL full and clear instructions as to its requirements for the Services and Deliverables to be included in the Service Specification, including full details of the dates by which each stage of the proposed Services and Deliverables are to commence and finish.
- 4.2. The Customer shall:
 - 4.2.1. ensure that the terms of the order for the Services and any information it provides in the Service Specification are complete and accurate;
 - 4.2.2. co-operate with WorkL in all matters relating to the Services;
 - 4.2.3. supply to WorkL any Customer Materials reasonably required by WorkL or otherwise necessary to provide the Services and Deliverables and ensure that they are accurate and complete;
 - 4.2.4. provide to WorkL accurate employee data as may be required for the provision of the Services in a structured format and ensure all data is accurate and complete;
 - 4.2.5. if applicable, obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable WorkL to provide the Services, in all cases before the date on which the Services are to start; and
 - 4.2.6. if applicable to the Services, provide WorkL, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as WorkL may reasonably require in connection with the Services.
- 4.3. WorkL shall not be in breach of its obligations under clause 3.1 if the Services and/or the Deliverables do not comply with the relevant Service Specification to the extent such non-compliance arises from:
 - 4.3.1. the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;
 - 4.3.2. any modification of the Deliverables, other than by or on behalf of WorkL; and/or
 - 4.3.3. compliance with the Customer's specifications or instructions.
- 4.4. If WorkL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any of its obligations under the Contract (**Customer Default**):
 - 4.4.1. without limiting or affecting any other right or remedy available to it, WorkL shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the

Customer Default prevents or delays WorkL's performance of any of its obligations;

4.4.2. WorkL shall not be liable for any costs or losses sustained or incurred by the Customer, its employees or any third parties arising directly or indirectly from WorkL's failure or delay to perform any of its obligations under the Contract; and

4.4.3. the Customer shall reimburse WorkL on written demand for any costs or losses sustained or incurred by WorkL arising directly or indirectly from the Customer Default.

5. Amendments

5.1. Services shall be as set out in the relevant the Service Specification. The Customer may purchase any additional services separately from WorkL at WorkL's then current rate or otherwise at the price agreed between the parties in writing for such additional services.

5.2. WorkL reserves the right to amend the scope of the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and WorkL shall notify the Customer in any such event.

5.3. Subject to clause 5.2, if either party wishes to make any material amendment to the Service Specification, any such amendment shall be subject to the agreement of both parties in writing.

5.4. In the event of any amendment to the Service Specification by the Customer, the Charges payable to WorkL in respect of the amended Services shall not decrease below the level of Charges that would have been payable had the Services not been amended, save with the prior written approval of WorkL.

5.5. Pending approval of any amendments to the Service Specification, WorkL shall (unless otherwise agreed) continue to perform and be paid for the Services as if such change had not been requested.

6. Charges and payment

6.1. In consideration of the provision of the Services by WorkL, the Customer shall pay the Charges.

6.2. The applicable Charges for Online Services shall be as indicated on the Site for the relevant Service and as may be updated by WorkL from time to time.

6.3. The Online Customer shall pay the Charges for Online Services in full and in clear funds at the time of placement of the order for the relevant Services on the Site.

6.4. The applicable Charges for the Services provided to Serviced Customers shall be as agreed in writing between the parties and set out in the Contract.

6.5. Unless otherwise agreed in writing and set out in the Contract, the Serviced Customer shall pay each invoice submitted to it by WorkL within 30 days of the invoice date to a bank account nominated in writing by WorkL from time to time.

6.6. WorkL shall be entitled to invoice the Serviced Customer for the Charges by the relevant due date or at the intervals specified in the Contract. If no due dates or intervals are so specified, WorkL shall be entitled to invoice the Serviced Customer at the end of each month for Services performed during that month.

6.7. The Charges exclude the following which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

6.7.1. Unless otherwise agreed between the parties in writing, all reasonable expenses properly and necessarily incurred by WorkL in the course of providing the Services, subject to prior written approval by the Customer and production of receipts or other appropriate evidence of payment

6.8. WorkL reserves the right to update the Charges for Online Services (upwards or downwards) at any time. Without prejudice to the preceding sentence, WorkL may increase the Charges on an annual basis with effect from each anniversary of the date of the Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of the Contract and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

6.9. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay WorkL any sum due under the Contract on the due date:

6.9.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this 6.9.1 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

6.9.2. WorkL may suspend all or part of the Services until payment has been made in full.

6.10. All sums payable to WorkL under the Contract:

6.10.1. unless otherwise specified on the Site or agreed in writing, are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

6.10.2. 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. Unless otherwise agreed between the parties in writing, WorkL shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials and:

7.1.1. WorkL grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and

using the Services and the Deliverables in its business; and

7.1.2. the Customer shall not sub-license, assign or otherwise transfer the rights granted in 7.1.1 to any third party.

7.2. In relation to the Customer Materials, the Customer:

7.2.1. and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

7.2.2. grants WorkL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

7.3. WorkL:

7.3.1. warrants that the receipt and use of the Deliverables by the Customer shall not infringe any rights of third parties to the extent that infringement results from copying;

7.3.2. shall, subject to 11 (Limitation of liability), indemnify the Customer in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Deliverables; and

7.3.3. shall not be in breach of the warranty at 7.3.1, and the Customer shall have no claim under the indemnity at 7.3.2, to the extent the infringement arises from:

7.3.3.1. the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;

7.3.3.2. any modification of the Deliverables, other than by or on behalf of WorkL; and/or

7.3.3.3. compliance with the Customer's specifications or instructions.

7.4. The Customer:

7.4.1. warrants that the receipt and use of the Customer Materials in the performance of the Contract by WorkL, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

7.4.2. shall indemnify WorkL in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by WorkL arising out of or in connection with any claim brought against WorkL, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Contract of

the Customer Materials.

7.5. If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this 7, the Indemnified Party shall:

- 7.5.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 7.3.2 or 7.4.2 (as applicable) (**IPRs Claim**);
- 7.5.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 7.5.3. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- 7.5.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

8. Compliance with laws

8.1. During the term of the Contract, each party shall comply with the Applicable

Laws. 9. Data protection

- 9.1. For the purposes of this 9, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 9.2. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 9.3. The parties have determined that for the purposes of Applicable Data Protection Laws:
 - 9.3.1. WorkL shall process the Customer Personal Data as processor on behalf of the Customer; and
 - 9.3.2. the Customer shall act as controller of the Customer Personal Data.
- 9.4. Should the determination in 9.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this 9 and the Annex to these Conditions.
- 9.5. Without prejudice to 9.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to WorkL and lawful collection of the same by WorkL for the duration and purposes of the Contract.

- 9.6. The Customer acknowledges that WorkL is reliant on the Customer for direction as to the extent to which the Company is entitled to use and process the Customer Personal Data. Consequently, the Company will not be liable for any claim brought by a data subject arising out of or in connection with any action or omission by WorkL, to the extent that such action or omission resulted directly from the Customer's instructions.
- 9.7. In relation to the Customer Personal Data, the Annex to these Conditions sets out the scope, nature and purpose of processing by WorkL, the duration of the processing and the types of personal data and categories of data subject.
- 9.8. Each party shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development, the nature, scope, context and purposes of the processing and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 9.9. Without prejudice to 9.2, WorkL shall, in relation to Customer Personal data:
- 9.9.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in the Annex to these Conditions (Processing, personal data and data subjects) unless WorkL is required by Applicable Data Protection Laws to otherwise process that Customer Personal Data (**Purpose**). Where WorkL is relying on Applicable Data Protection Laws as the basis for processing Customer Personal Data, WorkL shall notify the Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit WorkL from so notifying the Customer on important grounds of public interest. WorkL shall inform the Customer if, in the opinion of WorkL, the instructions of the Customer infringe Applicable Data Protection Laws;
 - 9.9.2. ensure that any personnel engaged and authorised by WorkL to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - 9.9.3. assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to WorkL), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 9.9.4. notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

9.9.5. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless WorkL is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this 9.9.5, Customer Personal Data shall be considered deleted where it is put beyond further use by WorkL; and

9.9.6. maintain records to demonstrate its compliance with this 9, and allow for reasonable audits by the Customer or the Customer's designated auditor up to once per year, for this purpose, on reasonable written notice.

9.10. The Customer provides its prior, general authorisation for WorkL to:

9.10.1. appoint processors listed in the sub processor document to process the Customer Personal Data, provided that WorkL:

9.10.1.1. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on WorkL in this 9;

9.10.1.2. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of WorkL; and

9.10.1.3. shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to WorkL's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify WorkL for any losses, damages, costs (including legal fees) and expenses suffered by WorkL in accommodating the objection.

9.10.2. transfer Customer Personal Data outside of the UK as required for the Purpose, provided that WorkL shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of WorkL, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

9.11. Either party may, at any time on not less than 30 days' notice, revise this 9 (Data protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Conditions).

10. Confidentiality

10.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by 10.2.

10.2. Each party may disclose the other party's confidential information:

10.2.1. to its employees, officers, representatives, contractors, subcontractors 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 the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 10; and

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

10.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11. Limitation of liability

11.1. References to liability in this 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

11.3. Nothing in this 11 shall limit the Customer's payment obligations under the Contract.

11.4. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

11.4.1. death or personal injury caused by negligence;

11.4.2. fraud or fraudulent misrepresentation; and

11.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.5. Subject to 11.2 (no limitations in respect of deliberate default), 11.4 (liabilities which cannot legally be limited) and clause 11.6 (excluded liabilities), WorkL's total liability to the Customer:

11.5.1. for loss arising from WorkL's failure to comply with its data processing obligations under 9 (Data protection) shall not exceed £2,000,000; and

11.5.2. for all other loss or damage which does not fall within clause 11.5.1 shall not exceed 200% of the total Charges paid under the Contract.

11.6. Subject to 11.2 (No limitations in respect of deliberate default), 11.3 (No limitation on the customer's payment obligations) and 11.4 (Liabilities which cannot legally be limited), neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

11.6.1. loss of profits;

11.6.2. loss of sales or business;

- 11.6.3. loss of agreements or contracts;
 - 11.6.4. loss of anticipated savings;
 - 11.6.5. loss of use or corruption of software, data or information;
 - 11.6.6. loss of or damage to goodwill; and
 - 11.6.7. indirect or consequential loss.
- 11.7. WorkL has given commitments as to compliance of the Services with the relevant Service Specification in clause 3.1. In view of these commitments, 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 the Contract.
- 11.8. Unless the Customer notifies WorkL that it intends to make a claim in respect of an event within the notice period, WorkL shall have no liability for that event. The notice period under this clause shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.Termination

- 12.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.1.1. the other party's financial position deteriorates so far as to reasonably justify the opinion that its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 12.1.2. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 12.1.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 12.1.4. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.2. For the purposes of clause 12.1.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of the Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

12.3. Without limiting or affecting any other right or remedy available to it, WorkL may terminate with the Contract with immediate effect by giving written notice to the Customer if:

12.3.1. there is a change of Control of the Customer; or

12.3.2. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

13. Consequences of termination

13.1. On termination or expiry of the Contract:

13.1.1. the Customer shall, within 5 Business Days, pay to WorkL all of WorkL's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, WorkL may submit an invoice, which shall be payable immediately on receipt;

13.1.2. the Customer shall (if requested by WorkL) return all of Deliverables which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

13.1.3. WorkL shall, within a reasonable time, deliver to the Customer all Deliverables which have been completed and paid for by the Customer.

13.2. Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.

13.3. Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Notices

14.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

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

14.1.2. sent by email to such address as a party may from time to time notify the other party in writing.

14.2. Any notice shall be deemed to have been received:

14.2.1. if delivered by hand, at the time the notice is left at the proper address;

14.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

14.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours, when Business Hours resume in each case subject to satisfactory proof of despatch.

14.3. 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.

15.General

15.1. WorkL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of WorkL.

15.3. Each right or remedy of the parties under the Contract is without prejudice to any other right or remedy of that party whether under the Contract or not.

15.4. Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

15.5. These Conditions and the documents referred to in it constitute the whole Contract between the parties and supersedes any previous arrangement, understanding or Contract between them relating to the subject matter of the Contract.

15.6. Both parties acknowledge that, in entering into the Contract it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Contract or not) other than as expressly set out in the Contract.

15.7. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

15.8. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.9. Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.10. Except as set out in the Contract, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 15.11. The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.12. The formation, existence, construction, performance, validity and all aspects of these Conditions and any and all matters relating to it shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.