

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

1. DEFINITIONS

1.1 As used in an Agreement the following terms have the meaning given to them in each relevant Services Schedule (as defined below): "**Exception Contact**", "**Client Project**", "**Consultant(s)**", "**Daily Rate**", "**Start Date**", "**End Date**", "**Location**", "**Terms of Business**", and "**Agreement**".

1.2 In addition the following words and phrases used in these master terms of business ("**Master Terms**") shall have the following meaning unless the context otherwise requires:

Agreement means a legally binding agreement formed by either: i) the signature of a Services Schedule by both Exception and the Client that refers to, and incorporates, these Master Terms; or ii) or where Exception receives written or email confirmation from the Client to proceed on the basis of a Services Schedule that was produced by Exception and that refers to, and incorporates, these Master Terms. To be clear each such Services Schedule results in a separate Agreement.

Assignment means the provision of Consultancy Services under and in terms of an Agreement.

Client Data means the data inputted by or on behalf of the Client for the purpose of using the Cloud Services or facilitating the Client's use of the Cloud Services.

Client Entities means: i) the Client and its related companies; and ii) any employee, director, agent, contractor and/or sub-contractor of/to the Client (but in all cases excluding Exception Entities).

Cloud Services means each service provided by Exception hosting and/or making available (via the internet or other network) to the Client the Software during the Term, as set out in the Services Schedule.

Consultant(s) means the person or persons identified as Consultants in a Services Schedule, or such other persons as may be appointed by Exception to perform the Services under these Master Terms.

Consultancy Services means, where agreed between the parties, the services to be provided by the Consultant(s) during the Term, as set out in the Services Schedule.

Data Protection Legislation means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including: (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation; and (ii) the General Data Protection Regulation ((EU) 2016/679), and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Exception Entities means: i) Exception and its related companies; ii) the Consultant(s); and iii) any employee, director, agent, contractor and/or sub-contractor of/to Exception.

Fees means the fees set out in the Services Schedule, or as otherwise agreed in writing between the Client and Exception from time to time, payable by the Client to Exception for the provision of Services under an Agreement.

Insolvency Event means in respect of a Party:

- a) that Party ceases or threatens to cease to carry on its business or a significant part of it (except as part of a solvent reconstruction) or suspends or threatens to suspend payment of its debts or is deemed to be unable to pay its debts within the meaning of Section 123 (1) of the Insolvency Act 1986;
- b) a proposal is made or a nominee or supervisor is appointed for that Party for a composition in satisfaction of its debt or

for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment or debt;

- c) any steps taken (including, without limitation, the making of an application or the giving any notice) by that Party or by any other person to appoint an administrator in respect of that Party;
- d) any steps are taken (including, without limitation, the making of an application or the giving of any notice) by that Party or any other person to wind up or dissolve that Party or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to that Party or any part of its undertaking of assets;
- e) any attachment, distress, arrestment, execution or other legal process is levied, enforced or used against that Party or its assets and not discharged or released within 10 days or any person validly takes possession of any of the property or assets that Party or steps are taken by any person to enforce any right in security against any of the property or assets of that Party; or
- f) any step, proceeding or circumstance occurs in any jurisdiction in respect of that Party which has an effect equivalent or similar to any of the events mentioned in paragraphs a) to e) (inclusive) above.

Intellectual Property Rights or IPRs means the following types of property and/or rights as granted in any jurisdiction: (i) patents; (ii) registered trademarks; (iii) registered design rights; (v) applications for, and rights to apply for the property/rights listed in items (i) to (iii) (inclusive) above; (vi) copyrights (including copyrights in computer software); (vii) database rights; (viii) unregistered design rights; (xii) any rights of action in relation to confidential information and/or know-how; and (xiii) any rights of action in relation to trade names, trading styles, logos, product packaging and/or domain names.

Parties means collectively Exception and the Client, and "**Party**" shall be construed accordingly.

Person Day means the provision of Services by a Consultant for 7.5 hours during Working Hours on a Working Day (unless agreed otherwise in the relevant Services Schedule).

Services means the services to be provided by Exception to the Client under an Agreement, comprising the Consultancy Services, the Cloud Services, or the hosting and support of third party cloud services or software, as the case may be.

Services Schedule means a schedule signed by both parties (or approved by the Client as described in the definition of "Agreement" above) that identifies itself as a Services Schedule under these Master Terms.

Software means any software proprietary to Exception or its group companies or licensors, which is supplied or made available to the Client as part of the Cloud Services, including all revised versions and updates.

Term in relation to an Agreement formed by a Services Schedule means the period between: i) the relevant Start Date for that Services Schedule; and ii) relevant the End Date for that Services Schedule (or if earlier) the date of termination of an Agreement formed by that Services Schedule.

Third Party Cloud Service Terms means, in respect of any third party cloud products or services made available by Exception to the Client (if any), the specific additional or amended terms relevant to those products or services (as updated from time to time), which shall apply between the Client and the relevant third party vendor. To avoid doubt, Exception shall not be a contract party to such terms.

Working Day means any day from Monday to Friday (inclusive), which is not a public holiday at the Location (unless agreed otherwise in the relevant Services Schedule).

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

Working Hours means 0900 to 1730 on a Working Day with a one hour lunch break (unless agreed otherwise in the relevant Services Schedule).

1.3 In an Agreement:-

1.3.1 words denoting the singular shall include the plural and vice versa, words denoting a gender shall include all genders, and words denoting persons shall include corporations and all other legal entities;

1.3.2 the clause headings (and any cross-reference to a clause heading) are inserted for ease of reference, and shall not themselves create legal rights or obligations, and shall not affect the interpretation or construction of an Agreement;

1.3.3 reference to a statute or statutory provision includes:

(a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;

(b) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it,

(in each case) whether before or after the date of these Master Terms;

1.3.4 the meaning of general words is not to be restricted by any particular examples preceding or following those general words and any use of the word "including" (or similar) is without limitation.

2. TERMS OF BUSINESS

Unless expressly agreed to by Exception in writing, the Services Schedule(s) and, these Master Terms are the only legal terms applicable to the supply of the Services. Unless expressly agreed otherwise by Exception in writing, the acceptance of the Services by the Client constitutes an unqualified acceptance of the relevant Services Schedule and these Master Terms to the exclusion of all other legal terms (including any purchase order terms or similar). To avoid doubt, any third party cloud products or services shall be subject to the applicable Third Party Cloud Service Terms entered into directly between the Client and the relevant third party cloud vendor. In the event of any conflict between the terms of an Agreement and Third Party Cloud Service Terms, the Third Party Cloud Service Terms shall prevail.

3. SERVICE TERMS

3.1 In respect of the Consultancy Services provided by the Consultant to the Client, Exception will procure that during the Term the Consultant(s) will (unless otherwise directed by the Client in writing):

3.1.1 attend at the Location during Normal Working Hours;

3.1.2 work full time on the Client Project during those Normal Working Hours; and

3.1.3 comply with the reasonable directions of the Client in relation to the Client Project and/or such work.

3.2 Exception shall use reasonable care and skill in the delivery of the Services, and to select Consultants that are suitable for the Assignment and that have appropriate qualifications for the Assignment.

3.3 The Client acknowledges that responsibility for managing the performance of the Client Project rests with the Client.

3.4 In respect of the Cloud Services, Exception hereby grants to the Client a non-exclusive, non-

transferable right, without the right to grant sub-licences, to permit the Client to use the Cloud Services (and any associated Software) on the basis set out in the Services Schedule during the term of an Agreement solely for the Client's internal business operations.

3.5 To enable Exception to provide the Cloud Services, the Client grants to Exception a non-exclusive right and licence to use, access, process, store, transmit and copy the Client Data solely to the extent necessary to provide the Cloud Services.

3.6 In respect of Cloud Services (and to avoid doubt, any third party cloud services), Exception shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Client acknowledges that such services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.7 Exception shall not be obliged to provide the Services to the Client until it has received from the Client any relevant information reasonably requested by Exception from the Client in relation to the Assignment and/or the Client Project.

3.8 Exception will provide the Services and/or other services for the Client on a non-exclusive basis, unless Exception and the Client agree otherwise in writing.

4. PERFORMANCE OF CONSULTANTS

4.1 Prior to confirming an Assignment, the Client shall have (or has had) the opportunity to consider the background and experience of the Consultant(s) selected by Exception for the Client in relation to that Assignment.

4.2 If the Client is dissatisfied with the quality or performance of a Consultant, then the Client shall state to Exception, in writing, the basis for dissatisfaction. If, in the view of Exception, the situation merits it, Exception will withdraw the Consultant in question and will endeavour to provide a replacement or replacements acceptable to the Client (acting reasonably). In the event that Exception is unable to provide an acceptable replacement within 10 Working Days of withdrawal of the Consultant (or within such other time period as the Parties may agree) then either Party may terminate an Agreement with immediate effect on giving written notice to the other.

4.3 In addition, Exception reserves the right to substitute the Consultant(s) for operational reasons subject to obtaining the Client's prior approval (such approval not to be unreasonably withheld or delayed). In the event that the Client's approval is not obtained, Exception may terminate an Agreement with immediate effect on written notice.

4.4 Any complaint by the Client regarding the work performed by the Consultant in connection with the services provided shall be notified to Exception immediately and by no later than five (5) Working Days after the completion of the Term. Failure to do so shall absolve Exception from any liability in respect of the Consultant(s) provided.

5. THE CLIENT'S OBLIGATIONS

5.1 The Client acknowledges and accepts that:

5.1.1 the Client shall be responsible for the health and safety of the Consultant(s) at the Location (or any other location under the control of the Client) and the Client shall take all steps that are reasonably

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

practicable to avoid injury to the Consultant(s) at such Location/locations;

5.1.2 Exception and the Consultant(s) are reliant on the Client for all information concerning the Client Project and/or Client's operations (including technical, legal and regulatory issues) required for the performance of the Services, and (unless otherwise agreed in writing), neither Exception or the Consultant(s) are responsible for assessing the accuracy of such information or its completeness or any information available in the public domain; and

5.1.3 the Client shall be responsible for complying with any applicable Third Party Cloud Service Terms (if any) and Exception shall have no responsibility or liability in that regard.

5.2 The Client shall:

5.2.1 provide in a timely manner such access to the Client's premises (including the Location), materials, data, equipment and such office accommodation and other facilities, as is reasonably requested by Exception and/or the Consultant(s) or that is otherwise required by a Consultant (in each case) in order to provide the Services, and except to the extent that the Parties have otherwise agreed in writing that such items shall be made available by Exception;

5.2.2 provide in a timely manner such information as Exception and/or the Consultant may reasonably request in the context of the Services, and ensure that any such information provided is accurate in all material respects;

5.2.3 be responsible (at its own cost) for preparing the Location, (and other relevant premises and equipment) for the performance of the Assignment;

5.2.4 obtain and maintain all licences and consents required in order to allow the Consultant(s) to provide the Services (including those relating to Intellectual Property Rights) and comply with all relevant legislation in relation to the Assignment before the date on which the Assignment is to start;

5.2.5 provide appropriate induction training and such other training to the Consultant(s) to enable them to perform the Assignment including in relation to health and safety, physical, systems and information security; and

5.2.6 make the Consultant(s) aware of any relevant policies and procedures of the Client that are in place from time to time including health and safety policies and physical, systems and information security policies.

6. CANCELLATION

6.1 The Client may terminate an Agreement prior to the commencement of the provision of Service under that Agreement by sending an email to the Exception Contact and subject to the payment of the following charges to Exception ("**Cancellation Charges**"):

6.1.1 where that termination is more than 20 Working Days prior to the Start Date - a charge equal to twenty five percent (25%) of total price quoted will be levied.

6.1.2 where that termination is between 20 – 10 Working Days prior to the Start Date - a charge equal to fifty percent (50%) of total price quoted will be levied.

6.1.3 where that termination is 10 Working Days (or less) prior to the Start Date - a charge equal to seventy five percent (75%) of the total price quoted will be levied.

Exception may invoice the Client for the relevant Cancellation Charges any time following such a cancellation.

7. CHARGES AND PAYMENT

7.1 In consideration for the provision of Services under an Agreement, the Client shall pay Fees in accordance with the Services Schedule. All Fees are expressed exclusive of any applicable VAT.

7.2 Invoices will be addressed and issued as set out in the Services Schedule.

7.3 The Client must pay any such invoice (and any invoice for Cancellation Charges) no later than thirty (30) days following its receipt of the same (the "due date"). Failure to do so is a material breach of the relevant Agreement that is not capable of remedy.

7.4 In respect of Consultancy Services, Exception shall procure that each Consultant completes time sheets recording his/her time spent on the Assignment (each a "Timesheet"), and Exception shall use such Timesheets to calculate the Time Charge. Timesheets will be submitted to the Client on a monthly basis for signature by or on behalf of the Client. Such signature is confirmation from the Client that the relevant Consultant has worked the days stated, and that his/her performance is acceptable to the Client. The Client shall not unreasonably withhold or delay signature of a Timesheet submitted. If the Client has not objected to a Timesheet submitted to it within 5 Working Days of that submission, then the Client shall be deemed to have accepted the Timesheet in question.

7.5 If the Client requires a Consultant to work outside Working Hours then the Client shall discuss its requirements with Exception in advance and the parties shall agree appropriate terms.

7.6 In the event that the Client fails to pay an invoice validly raised under an Agreement by its due date, then Exception shall be entitled (without prejudice to any other right or remedy) to:

7.6.1 charge interest on the then outstanding amount on a daily basis at the rate of 4% per annum above the then base rate of the Bank of England both before and after judgement; and

7.6.2 suspend provision of the Services without notice until all the outstanding amounts are paid in full.

7.6.3 Exception may, without prejudice to any other rights it may have, set off any liability of the Client to Exception against any liability of Exception to the Client. Otherwise there is no right of set-off under or in relation to an Agreement.

8. CLIENT HARDWARE AND SOFTWARE

8.1 Exception accepts no responsibility for hardware or software provided by the Client to/for the Consultant(s) to work upon or with. It is the Client's responsibility to ensure that such hardware and software has been installed and configured correctly for the purpose of the Assignment.

8.2 When it is part of the Services to install and/or configure hardware and software supplied by the Client, Exception cannot accept any responsibility for the quality and performance of the relevant hardware/software. In such circumstances, the Client must rely on any warranties and/or services

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

agreements that may be in place between the Client and the supplier in respect of the items in question.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client acknowledges that, unless expressly agreed otherwise in writing by Exception:
- 9.1.1 all Intellectual Property Rights in, or arising out of, the Services and any related documentation are, and shall remain, the property of Exception (or its licensors); and
- 9.1.2 except as set out in Clause 3.4 or otherwise herein, an Agreement does not grant the Client any rights to, or in, any Intellectual Property Rights or any other rights or licences.
- 9.2 The Client shall do or procure to be done all such further acts and things and sign or procure the signature of all such other documents as Exception may require for the purpose of giving the Exception the full benefit of Clause 9.1.
- 9.3 Exception confirms that it has all the rights in relation to the Intellectual Property Rights in the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of an Agreement.

10. DEALINGS WITH THIRD PARTIES

- 10.1 If the Client requests that a Consultant deals directly with a third party supplier due to a warranty or service issue as part of the Assignment, or if the activity of a Consultant is delayed as a result of problems with the items in question, all such time spent by the Consultant will be payable by the Client beyond any time / prices quoted in accordance with the daily fee rate set out in the Services Schedule.

11. DATA PROTECTION

- 11.1 The parties acknowledge that, where applicable in connection with the Services, for the purposes of the Data Protection Legislation, the Client is the Data Controller and Exception is the Data Processor. The particulars of Personal Data processed in an Agreement shall be as set out in the Services Schedule.
- 11.2 Without prejudice to the generality of Clause 11.1, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Exception for the duration and purposes of an Agreement.
- 11.3 Without prejudice to the generality of Clause 11.1, Exception shall, in relation to any Personal Data processed in connection with the performance by Exception of its obligations under an Agreement:
- 11.3.1 process that Personal Data only on the written instructions of the Client unless Exception is required by applicable laws to otherwise process that Personal Data. Where Exception is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Exception shall promptly notify the Client of this before performing the processing required by the applicable laws unless those applicable laws prohibit Exception from so notifying the Client;
- 11.3.2 ensure that it has in place 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 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);

- 11.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (a) the Client or Exception has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (c) Exception complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Exception complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 11.3.5 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.3.6 notify the Client without undue delay on becoming aware of a Personal Data breach; and
- 11.3.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by applicable law to store the Personal Data.
- 11.4 For the purposes of this condition, "**Personal Data**", "**Data Controller**", "**Data Processor**" and "**process**" have the meanings as defined in the Data Protection Legislation.

12. CONFIDENTIALITY

- 12.1 A Party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other Party or its respective agents or sub-contractors (the "Disclosing Party"), and any other confidential information concerning the business/products of the Disclosing Party which the Receiving Party obtains under or in relation to an Agreement (in all cases) unless the relevant information is public knowledge or already known to such Receiving Party at the time of disclosure under an Agreement, or subsequently becomes public knowledge other than by breach of an Agreement, or subsequently comes lawfully into the possession of such Receiving Party from a third

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

party. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging its obligations to the Disclosing Party, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. For the purposes of this Clause 12.1 the Consultants are deemed to be sub-contractors of Exception.

12.2 Notwithstanding Clause 12.1, the Client agrees that Exception may disclose that the Client is a customer of Exception to third parties. Any other communication or publicity concerning or relating to the Assignment or an Agreement shall require the prior written consent of the other Party.

12.3 This Clause 12 shall survive termination of an Agreement, however arising.

13. LIABILITY

13.1 Nothing in an Agreement limits or excludes the liability of either Party: i) for death or personal injury; or ii) for fraud.

13.2 Subject to Clause 13.1, neither Party shall have any liability whatsoever to the other Party arising under, or in relation to the subject matter of, an Agreement (whether for breach of contract, delict (including, but not limited to negligence), or any breach of statutory duty or otherwise) for any of the following losses or damages:

- 13.2.1 any loss of profit;
- 13.2.2 any loss or damage to goodwill;
- 13.2.3 any loss of anticipated savings;
- 13.2.4 any loss of revenue;
- 13.2.5 any special loss, and/or
- 13.2.6 indirect loss; and/or
- 13.2.7 any consequential losses or damages.

13.3 Without prejudice to Clause 13.1, neither Party's total aggregate liability to the other Party arising under, or in relation to the subject matter of, an Agreement (whether for breach of contract, delict (including, but not limited to negligence), or any breach of statutory duty or otherwise) shall exceed the greater of:

- 13.3.1 125% of the Fees paid for Services under the relevant Services Schedule; or
- 13.3.2 £10,000.

13.4 The Client will not sue any Exception Entity other than Exception under, or in relation to the subject matter of, an Agreement. The Client indemnifies and holds harmless Exception against all loss, liability and/or expense (in each case) suffered by an Exception Entity as a result of a breach of this Clause by the Client.

13.5 If Exception's performance of an obligation under an Agreement is prevented or delayed by any act or omission of a Client Entity then the Client shall pay to Exception on demand all reasonable costs, charges or losses sustained or incurred by Exception (including any direct or indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Exception confirming such costs, charges and losses to the Client in writing.

13.6 All implied warranties, implied conditions, implied terms and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any and all Agreements.

14. OFFER OF EMPLOYMENT

14.1 As used in this Clause "the Lockout Period" is the period from the Start Date until 12 months after the end of the Term.

14.2 During the Lockout Period the Client will not, and will ensure that no Client Entity will not, (in each case) without the prior written consent of Exception:

14.2.1 offer any employee of Exception, or any Consultant any employment (or equivalent) with a Client Entity; or

14.2.2 offer any corporate entity in which a Consultant is a director or the majority shareholder (each a "**Consultant Company**") any contract for services with a Client Entity.

14.3 If the Client breaches Clause 14.2 then it will on demand pay to Exception an fee equivalent to 50% of the amount the relevant Client Entity would pay (including benefits and commission) to the relevant employee or Consultant if that Client Entity's employment with the relevant Consultant were to last 12 months.

14.4 Payment under Clause 14.3 is not Exception's exclusive remedy for a breach of Clause 14.2, but any amount paid under Clause 14.3 shall be deducted from the amount claimed in any action for damages for breach of Clause 14.2.

15. TERMINATION

15.1 An Agreement shall continue in full force and effect until the End Date unless terminated earlier in accordance with Clause 15.2 below.

15.2 An Agreement may be terminated by:

15.2.1 a Party ("**the Innocent Party**") by written notice if the other Party ("**the Breacher**") commits a material breach of any obligations imposed upon it under an Agreement

(a) that is not capable of remedy, or

(b) where the breach is capable of remedy the Breacher has failed to remedy that material breach within 10 Working Days after written notice from the Innocent Party requesting the Breacher to remedy such material breach;

15.2.2 Exception in accordance with the terms of Clauses 4.2 and 4.3, and Client in accordance with the terms of Clause 4.2, in the applicable circumstances;

15.2.3 either Party on written notice to the other Party in the event that the other Party suffers or is subject to an Insolvency Event;

15.2.4 Exception on giving the Client written notice of not less than:

(a) 2 Working Days if the Assignment is for less than 3 months' duration;

(b) 5 Working Days if the Assignment is for greater than 3 months' duration but less than 6 months duration; or

(c) 10 Working Days if the Assignment is for more than 6 months' duration.

15.3 On termination of an Agreement for any reason:

MASTER TERMS OF BUSINESS FOR SALE OF SERVICES BY EXCEPTION

- 15.3.1 the Client shall immediately pay to Exception all of Exception's outstanding unpaid invoices (together with interest, if applicable) Exception may also submit an invoice for any uninvoiced services, which shall be payable no later than seven days following receipt.
- 15.3.2 a Party shall on request of the other Party promptly return to the other all data, materials and other properties belonging to it in its possession and control.
- 15.4 Any termination of an Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination including Clauses 1 (Definitions), 7 (Charges and Payment) in respect of invoices already issued at the point of termination and/or Services performed prior to the point of termination, 9 (Intellectual Property Rights), 12 (Confidentiality), 13 (Liability), 14 (Offer of Employment), 15 (Termination) and 16 (General). Subject to the foregoing, where no Agreements are in force, the parties shall not be bound by these Master Terms.

16. GENERAL

- 16.1 Any variation of an Agreement shall be ineffective unless made in writing and signed by a senior representative of both the Client and Exception.
- 16.2 A Party ("**the Affected Party**") shall not be liable to the other Party ("**Non Affected Party**") for any loss or damage to the Non Affected Party due to delay in performance or non- performance of any of the Affected Party's obligations under an Agreement (other than payment obligations) where such delay or non-performance results from any cause beyond the Affected Party's reasonable control ("**an Event of Force Majeure**"). Upon the occurrence of such a cause, the Affected Party shall notify the Non Affected Party as soon as reasonably practicable with as much detail as possible.
- 16.3 Each Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes any previous agreement or understanding in respect of its subject matter. Neither Party is entering into an Agreement in reliance on any representation other than expressly set out in writing in that Agreement. A Party's remedy in relation to such a representation are limited to damages for breach of contract.

- 16.4 If any provision of an Agreement is held to be unlawful, void or unenforceable, that provision will be severed from that Agreement and will not affect the enforceability of the remaining provisions.
- 16.5 Any waiver of Exception's rights under an Agreement must be in writing and signed by a director of Exception. No failure or delay by Exception in exercising its rights under an Agreement will be deemed to be a waiver of that right, and no waiver by Exception of any breach will be considered a waiver of any subsequent breach.
- 16.6 Exception may by written notice to the Client assign all of its rights and obligations under an Agreement to a purchaser of the majority of its assets. Otherwise neither Party may assign its rights or obligations under an Agreement without the express prior written consent of the other Party.
- 16.7 Nothing in an Agreement shall create a partnership, relationship of employer and employee, or joint venture between the Parties. Neither Party shall enter into or have authority to enter into any engagement or make any representations or give any warranty either express or implied on behalf of or pledge the credit of or otherwise bind or oblige the other Party. A Consultant has no authority to bind Exception or make contractual variations/waivers or any representation (in each case) on Exception's behalf.
- 16.8 Any notice required or permitted to be given by either party to the other under an Agreement will be in writing and sent by registered post addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice, and will be deemed to be given at the time of actual delivery or, if earlier, three business days after posting in the said manner.
- 16.9 Nothing in an Agreement creates any legal rights for a third party.

17. LAW

- 17.1 Each Agreement is governed by the law of Scotland and is subject to the exclusive jurisdiction of the Scottish Courts.
- 17.2 Notwithstanding the foregoing Exception may raise any claim against the Client under or in relation to an Agreement in any jurisdiction in which the Client is resident/domiciled.