

Econsultancy – Standard Consultancy Terms and Conditions

1. INTERPRETATION

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

1.1 Definitions:

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**Agreement**" means the agreement consisting of these Standard Terms and Conditions and the Order Form;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Centaur Background IPRs**" means all Intellectual Property Rights that are owned by or licensed to Centaur and which are or have been developed independently of this Agreement in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Client to receive the Services and/or Deliverables;

"**Centaur Materials**" means all materials, drawings, specifications and data supplied by Centaur to the Client;

"**Client Background IPRs**" means all Intellectual Property Rights in the Client Materials;

"**Client Materials**" means all materials, equipment and tools, drawings, specifications, data and other information supplied to the Client by Centaur;

"**Charges**" means the charges that the Client shall pay Centaur for the delivery of the Services;

"**Client**" the party named as such in the Order Form;

"**Client Obligations**" has the meaning set out Clause 3;

"**Confidential Information**" means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "**Disclosing Party**"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

"**Control**" means, in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and **Controls, Controlled** and **change of Control** shall be construed accordingly;

"**Data Protection Legislation**" means all applicable laws relating to data protection, the processing of personal data and privacy, including:

(a) the Data Protection Act 2018;
(b) the General Data Protection Regulation (EU) 2016/679; and
(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

“**Deliverables**” means all documents, products and materials provided to the Client by Centaur or its agents, contractors and employees as part of the Services in any form including without limitation computer programs, data, reports and specifications and denoted as such in the Order Form;

“**Deliverable IPRs**” means all Intellectual Property Rights in the Deliverables, other than Client Background IPRs.

“**Event of Force Majeure**” means any act or event beyond a Party's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, government action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, disease, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks;

“**Intellectual Property Rights**” means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“**Liabilities**” means any and all claims, demands, actions, awards, compensation costs (including legal costs), expenses, damages, losses, fines and other liabilities of whatsoever nature;

“**Licence Scope**” means the scope of the licence(s) to be granted by Centaur to the Client under Clause 5 as set out in the Order Form;

“**Order Form**” means the order form provided to the Client by Centaur which specifies the Services and the core Deliverables to be provided by Centaur to the Client, the Project specific background to the Services and the commercial terms applicable to the provision of those Services and the core Deliverables and “**Order**” shall be construed accordingly;

“**Party**” means Centaur and the Client and “Party” means either of them as applicable;

“**Project**” has the meaning given to it in the Order Form;

“**Services**” means the consultancy services to be provided by Centaur to the Client in relation to the Project and as detailed in the Order Form; and

“**subsidiary**” has the meaning given in Clause 1.5.

1.2 The Clause headings are included for convenience only and shall not affect the

interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 References to clauses are to the clauses of this Agreement.
- 1.12 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.
- 1.13 Each Order Form when accepted by the Client in accordance with Clause 2.1 shall be subject to these Standard Terms and Conditions. In the event of conflict between a clause in these Standard Terms and Conditions, the Order Form and any document incorporated by reference into this Agreement then

the document higher in the order of precedence listed below will prevail in relation to such conflict:

- 1.13.1 the Order Form;
- 1.13.2 the clauses in these Standard Terms and Conditions; and
- 1.13.3 any document incorporated by reference.

2. PROVISION OF THE SERVICES

- 2.1 An offer is made by Centaur for the provision of the Services and Deliverables when Centaur provides a completed Order Form to the Client. The Client can accept these terms (at which point the Order will become binding) by either: (i) signing the Order Form and emailing a scan of the signed form to Centaur; or (ii) confirming by email that the Client accept the terms of the Order Form and attaching the Order Form to such email.
- 2.2 Centaur shall provide the Services to the Client in accordance with the standards and/or specification set out in the Order Form.
- 2.3 Estimated performance dates shall be included in the Order Form and firm performance dates shall be agreed in writing between the Parties within four weeks of entry into this Agreement. Centaur shall use reasonable endeavours to meet any firm performance dates agreed in writing, but time shall not be of the essence for the performance of the Services.
- 2.4 In supplying the Services, Centaur warrants that:
 - 2.4.1 it shall perform the Services with reasonable skill and care;
 - 2.4.2 it shall ensure that the Services and Deliverables will conform in all material respects with any descriptions and specifications set out in the Order Form;
 - 2.4.3 it shall comply with all applicable laws; and
 - 2.4.4 so far as it is aware the use of the Deliverables for the Client's internal business purposes shall not infringe any third party Intellectual Property Rights.
- 2.5 If the Client fails to comply with any Client Obligation, whether by act or omission, (i) Centaur will not be liable for failing to meet any performance dates specified in the Order Form, (ii) such dates shall be extended by a time period equivalent to the amount of the delay and (iii) Clause 7.3 shall apply.
- 2.6 The Contract constitutes a contract for the provision of services and not a contract of employment.

3. CLIENT OBLIGATIONS

- 3.1 The Client warrants and represents that:
 - 3.1.1 it shall co-operate with Centaur as required for the proper performance of the Services;
 - 3.1.2 it shall provide, for Centaur, its agents, subcontractors, consultants

and employees, in a timely manner and at no charge, access to the Client's premises during normal office hours (being Monday – Friday 8am – 6pm), office accommodation, data and other facilities as is reasonably required by Centaur or any of them for the proper performance of the Services;

- 3.1.3 all information it has provided to Centaur in relation to the Services as at the date of the Order Form is accurate, complete and is not misleading and it shall provide, in a timely manner, such further information and Client Material as Centaur may require for the proper performance of the Services, and ensure that such information and Client Material is accurate, complete and not misleading;
 - 3.1.4 it shall be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
 - 3.1.5 it shall inform Centaur of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;
 - 3.1.6 it shall only use the Services for internal business purposes and, without prejudice to the foregoing, shall not use the Services, the Deliverables or any Centaur Materials to develop a product or service that competes with any of the products or services provided by Centaur;
 - 3.1.7 the Client Materials shall not infringe any third party rights, including any third party Intellectual Property Rights; and
 - 3.1.8 it shall obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, before the date on which the Services are to start.
- 3.2 If Centaur's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Centaur shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

4. ADDITIONAL WARRANTIES

- 4.1 Each Party warrants that:
 - 4.1.1 it has full capacity and authority and all necessary consents to enter into and perform its obligations under this Agreement; and
 - 4.1.2 this Agreement and any Order Form will be executed by a duly authorised representative of that Party.

5. OWNERSHIP OF IP

- 5.1 Centaur and/or its licensors shall retain ownership of all Centaur Background IPRs and the Client and/or its licensors shall retain ownership of the Client Background IPRs.
- 5.2 Each party grants to the other party a fully paid-up, worldwide, non-exclusive

and royalty-free licence for the duration of this Agreement:

- 5.2.1 to use the other party's trademarks and branding for the purpose of providing the Services; and
 - 5.2.2 for the Parties to fulfil their respective rights and obligations under this Agreement.
- 5.3 All Deliverable IPRs shall be owned by the person specified in the Order Form.
- 5.4 Centaur grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Centaur Background IPRs only for the sole purposes of the Licence Scope.
- 5.5 Where the Client is to own the Deliverable IPRs under Clause 5.3:
- 5.5.1 Centaur assigns to the Client, with full title guarantee and free from all third party rights, Centaur's right, title and interest to the Deliverable IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the same.
 - 5.5.2 The Client grants Centaur a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Deliverable IPRs and the Client Background IPRs (i) for the purpose of delivering the Services or Deliverables to the Client, (ii) to use the Deliverable IPRs and the Client Background IPRs for the purpose of promotional and marketing materials and internal training, (iii) where surveys and/or interviews have been carried out by Centaur with the input from third parties, to share such survey results or interview results with those third party participants, (iv) to reference the Services and or Deliverables in any materials produced in-house by Centaur, and (v) any other purpose specified in the Order Form.
- 4.5 Where Centaur is to retain ownership of Deliverable IPRs under Clause 5.3:
- 5.5.3 Centaur grants the Client a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Deliverable IPRs for the purpose of receiving and using the Deliverables for the Licence Scope.
- 5.6 The Client must not assign, resell or otherwise dispose of its licence granted under Clause 5.5.3 above. The Client shall not:
- 5.6.1 use the Deliverables to develop or provide, directly or indirectly, a product or service that is competitive with the services provided by Centaur;
 - 5.6.2 use the Deliverables for any unlawful or unauthorised purpose;
 - 5.6.3 to the extent the Deliverables contains Personal Data, use the Deliverables in any way which does not comply with any obligations the Client may have under Data Protection Legislation;
 - 5.6.4 save as permitted by law, modify, decompile or reverse engineer any software supplied by Centaur under this Agreement; or

- 5.6.5 edit the Deliverables without the prior written consent of Centaur, in its sole discretion, including any images included within the Deliverables (digitally or otherwise).
- 5.7 In respect of Deliverable IPRs and any Centaur Background IPRs used in the Deliverables, the Client will ensure that Centaur is named as 'author' in a reasonably prominent position in the Deliverables.

6. DATA PROTECTION

- 6.1 For the purpose of this Clause 6:
 - 6.1.1 "controller", "processor", "Personal Data", "data subject" and "processing" (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679; and
 - 6.1.2 "Personal Data" means personal data provided by one Party (acting as controller) to the other Party (acting as processor) in relation to the Services.
- 6.2 Each party shall comply with its obligations under Data Protection Legislation in respect of any Personal Data supplied by it, processed by it or received by it under each Service Contract.
- 6.3 To the extent that either Party acts as a processor ('Processor Party') on behalf of the other Party ('Controller Party') in respect of the Services, the Processor Party shall:
 - 6.3.1 only process such Personal Data as is strictly necessary to provide or receive the Services (as applicable) or in accordance with the Controller Party's express written instructions from time to time, and shall not process Personal Data for any other purposes;
 - 6.3.2 not appoint any additional sub-processor without the Controller Party's consent and in the event that the Controller Party does provide such consent the processor will ensure that sub-processor is bound by the terms of this Clause 6.3 as it applies to the Processor Party hereunder;
 - 6.3.3 not transfer Personal Data outside the European Economic Area without the prior written consent of the Controller Party;
 - 6.3.4 provide reasonable assistance to the Controller Party in the Controller Party complying with its obligations under Data Protection Legislation in respect of Personal Data, including assisting the Controller Party in complying with a data subject's right to access and to portability;
 - 6.3.5 at the end of the duration of the Service Contract promptly delete or return to the Controller Party (at the Controller Party's discretion and at the Processor Party's cost) all Personal Data and provide written notice to the Controller Party to confirm that such deletion or return has been completed;
 - 6.3.6 promptly comply with any request from the Controller Party requiring the Processor Party to amend, transfer or delete Personal Data;
 - 6.3.7 in the event that the Processor Party receives any complaint, notice or communication (from either the ICO or a data subject) which relates

directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Legislation, the Processor Party shall notify the Controller Party without undue delay and it shall provide the Controller Party and the ICO (if applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;

- 6.3.8 not disclose Personal Data to any data subject or to a third party other than at the request of the Controller Party;
 - 6.3.9 notify the Controller Party without undue delay upon becoming aware of any unauthorised or unlawful processing, loss of, damage to or destruction of any Personal Data;
 - 6.3.10 comply with any reasonable codes of practice or policies of the Controller Party relating to Personal Data, as notified to the Processor Party from time-to-time;
 - 6.3.11 maintain records of processing carried out in respect of Personal Data;
 - 6.3.12 upon request by the Controller Party, provide evidence demonstrating its compliance with this Clause; and
 - 6.3.13 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data, and against the accidental loss or destruction of, or damage to Personal Data.
- 6.4 The Controller Party shall have the right (but not the obligation) to audit the Processor Party to ensure Processor Party's compliance with Clauses 6.3.1 to 6.1.13.

7. **CHARGES**

- 7.1 Unless otherwise stated in the Order Form, Centaur will issue to the Client an invoice for the full charges stated in the Order Form upon the completion of the Services and/or Deliverables (as applicable).
- 7.2 Where the Order Form states that payments are to be made in instalments, Centaur may issue to the Client an invoice for each stage of the Services or Deliverables that is completed as set out in the Order Form.
- 7.3 Where delivery of the Services or a particular stage of the Services and/or Deliverables, as set out in the Order Form, cannot be completed by Centaur due the Client's failure to comply with any Client Obligations, Centaur may issue an invoice under Clause 7.1 or 7.2 as applicable when such Services or completion of a stage of the Services and/or Deliverables would have taken place had it not been for the Client's failure to comply with those Client Obligations. Pursuant to clause 2.3, if the Parties have agreed firm performance dates and any Service and/or Deliverable is delayed by over four weeks from any firm performance date, due to the Client's failure to comply with any Client Obligations, Client shall be subject to a monthly project management fee equal to 10% of the Charges (not to exceed £5,000 each month) until delivery of that Service and/or Deliverable is complete.
- 7.4 The Client shall pay Centaur the Charges (plus VAT as applicable) in clear funds payable immediately upon receipt of invoice.
- 7.5 Unless otherwise stated, all amounts payable under this Agreement:

- 7.5.1 are exclusive of value added tax, which shall be paid at the applicable rate at the time of making the relevant payment; and
- 7.5.2 shall be paid in full, without any set-off, deduction or withholding, to such UK bank account as specified by the Centaur from time to time.
- 7.6 In the event that the Client fails to make payment of any amount due under this Agreement by the due date for payment of the same, Centaur may:
 - 7.6.1 at its discretion, either:
 - 7.6.1.1 suspend the provision of the Services until the Client has made such payment in full; or
 - 7.6.1.2 terminate the Services.
 - 7.6.2 charge the Client interest on the overdue amount, payable immediately on demand, from the due date for payment of the same up to the date of actual receipt, at the rate of 2 % per annum above the Bank of England base rate from time to time.
- 7.7 Centaur may, without limiting its other rights or remedies, set off any amount owing to the Client by Centaur against any amount payable by the Client to Centaur.

8. **LIABILITY**

- 8.1 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment, or any other liability which cannot be excluded by law.
- 8.2 Subject to Clause 8.1, neither Party shall be liable to the other under this Agreement for any:
 - 8.2.1 loss of profits, business, contracts, anticipated savings, goodwill or revenue; or
 - 8.2.2 any indirect or consequential loss or damage,

howsoever arising out of or in connection with the performance of its obligations under this Agreement or any breach thereof, even if such Party was advised in advance of the possibility of such loss or damage occurring.
- 8.3 Subject to Clause 8.1, Centaur's maximum aggregate liability to the Client in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with this Agreement shall be limited to a sum equal to 100% of the Charges paid by the Client.
- 8.4 Save as otherwise set out in these Standard Terms and Conditions, Centaur does not make any representations or warranties, including without limitation, representations or warranties relating to the timeliness, currency, accuracy, completeness, merchantability or fitness for a particular purpose. Centaur shall not be liable to the Client or to any third party for any loss suffered as a result of any use, interpretation or communication of the Deliverables.

- 8.5 The provisions of this Clause 8 shall survive the expiry or earlier termination of this Agreement howsoever arising.

9. **INDEMNITY**

The Client shall hold Centaur and its Affiliates (each an "Indemnified Party") harmless and indemnify them and their employees and agents against all Liabilities incurred by them arising directly or indirectly from: (i) any third party claims including for breach of Intellectual Property Rights or Data Protection Legislation arising from the actions or omissions of the Client in connection with the Services or Centaur's use of the Client Materials; and (ii) the Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement, except where incurred as a result of any damage or injury caused by that Indemnified Party. For the purpose of this clause 9, references to a Client's fraud, negligence or failure to perform or delay in the performance of any of its obligations under this Agreement include any such fraud, negligence, failure to perform or delay in performance by the Client's employees, agents or contractors.

10. **TERMINATION**

- 10.1 Centaur may terminate this Agreement by giving five (5) days' written notice to the Client at any time and for any reason.

- 10.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

10.2.1 the other Party commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so;

10.2.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

10.2.3 the other Party goes into liquidation, has an administrator, administrative receiver, receiver or manager appointed over the whole or part of its assets or business, makes a composition or arrangement with its creditors generally, becomes insolvent or ceases trading, or if it threatens to do any of the foregoing; or

10.2.4 there is a change of Control of the Client.

11. **CONSEQUENCES OF TERMINATION**

- 11.1 On termination of this Agreement:

11.1.1 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected;

11.1.2 the following clauses shall continue in force: Clause 1, Clause 8, Clause 14, Clause 27 and Clause 28.

12. FORCE MAJEURE

12.1 Centaur shall have no liability or responsibility to the Client for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an Event of Force Majeure.

12.2 If an Event of Force Majeure occurs that affects the performance of its obligations under this Agreement, Centaur shall attempt to contact the Client as soon as reasonably possible to notify it of this and, where it is possible to do so (in Centaur's sole discretion and without any liability to the Client), Centaur shall use reasonable endeavours to provide the Services by alternative means, such as delivering these at an alternative location, at an alternative time or by another medium (for example, digitally).

13. ASSIGNMENT AND OTHER DEALINGS

13.1 Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

13.2 Centaur may freely assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, without the consent of the Client.

14. CONFIDENTIALITY

14.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by Clause 14.2.

14.2 Each Party may disclose the other Party's Confidential Information:

14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.

14.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

15. ANNOUNCEMENTS

Neither Party shall make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

16. ENTIRE AGREEMENT

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

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

17. **COSTS**

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

18. **VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19. **WAIVER**

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

20. **RIGHTS AND REMEDIES**

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

21. **SEVERANCE**

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

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

22. **NO PARTNERSHIP OR AGENCY**

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

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

23. FURTHER ASSURANCE

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

24. NOTICES

24.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be 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).

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt; or

24.2.2 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 at the time recorded by the delivery service.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

25. COUNTERPARTS

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

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

26. THIRD PARTY RIGHTS

26.1 Except as expressly provided in Clause 26.2, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26.2 The Client's obligations under this Agreement (including any representations, warranties and undertakings) are given for the benefit of all Centaur Affiliates. It is intended that all Centaur Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

26.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

27. **GOVERNING LAW**

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

28. **JURISDICTION**

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

29. **ANTI-BRIBERY**

29.1 Each Party shall:

29.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

29.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

29.1.3 have and shall maintain in place throughout the term of this Agreement, its own policies and procedures to ensure compliance with relevant anti-bribery and anti-corruption laws and will enforce them where appropriate; and

29.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

29.2 Failure to comply with clause 29.1 may result in the immediate termination of this Agreement.

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