



Standard Terms & Conditions (UK)

Terms of business (UK)

1 Scope

1.1 These conditions together with the Purchase Order and the Specification constitute the contract between Innovation Stream Corporation Limited ("Company") to any person, firm or company ("the Client") (together the Parties) and shall govern the supply of services and goods, including the provision of facilities and advice ("the Services"). No variation of these Terms and Conditions shall be binding unless agreed in writing by authorised representatives of the Parties.

1.2 The Company reserves the right to update these Terms and Conditions from time to time. The Company shall notify the Client in writing of the updated version of the Terms and Conditions if the Project is still ongoing at the time of the update.

2 Definitions

2.1 The following words shall have the following meanings unless specified elsewhere within these Terms and Conditions:

2.1.1 Additional Charges shall mean all evening or weekend work required over and above the amount of hours that have been agreed as forming part of the Quote/Project; all telephone calls or emails which are in excess of the one hour of each permitted each week as part of the Project; all research that is carried out in excess of the amount specified within the Project; any additional prototypes required in excess of the one quoted for (including but not limited to procurement, postage and packaging, assembly, testing and manufacturing) and for any request for assistance with the move to the transfer to manufacturer stage/process. The current rates for the Additional Charges shall be as set out in the Quote.

2.2.2 Expenses shall mean the third party expenses that the Company incurs on behalf of the Client as part of providing the Services and completing the Project and carrying out any additional work.

2.2.3 Key Performance Indicators shall mean the key performance indicators as agreed between the parties and attached to the Project.

2.2.4 Intellectual Property Rights shall mean any and all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world in relation to any part of the Project.

2.2.5 Project shall mean the combination of the Services, the Milestones and any Key Performance Indicators, which are captured and documented by the Quote, the Purchase Order, the Specification.

2.2.6 Purchase Order shall mean the order placed either verbally or in writing by the Client on the Company, and which shall receive written confirmation of acceptance from the Company.

2.2.7 Quote shall mean the quotation provided by the Company to the Client, and which the Company reserves the right to revise at any time in accordance with the Client's requirement for amendment and/or additional works to be carried out, and for any other unexpected circumstances (as provided for elsewhere within these Terms and Conditions).

2.2.8 Specification shall mean the specification produced and provided by the Client (as fully defined in the "Client Requirements" document) and attached to the Project, to which the Company builds the Project around and provides the Services to meet.

2.2.9 Milestones shall mean the agreed targets/stages that are completed along the way and which will require the sign-off by the Client before the Company proceeds to the next stage.

2.2.10 a "prototype" is a prototype and is not ready to be manufactured at any level.

2.2.11 "prototype and relative manufacturing files/documentations" are manufacturing files and documentation relative to a prototype and are not in any way related to the files, documentation and resources required for manufacturing of the product in quantities higher than those mentioned in the quote, and certainly no more than a maximum of 5. Manufacturing of larger quantities require a completely different processes which is defined to as "transfer to manufacture".

2.2.12 The "transfer to manufacture" means refining the prototype design so it can be transferred to a production line and generally manufactured in larger quantities by third parties, such steps include but are not limited to improving and modifying the design as required, organising suppliers, and generating manufacturing and assembly files, manufacturing process improvement and scale-up.

2.2.13 The "proof of concept" (also referred to as feasibility study) shall mean the steps which will demonstrate whether a solution, configuration, system is feasible or not within the parameters and restrictions given by the Client. The proof of concept can result into a proof of concept prototype, but the Client should understand and accept that it also may not move forwards into the next stage, as it depends on many variables and it may demonstrate and prove that it is not a feasible concept instead. For the avoidance of doubt, the Client acknowledges and accepts that it may not be possible to even get to the "proof of concept" stage due to various restraints and/or unexpected circumstances.

2.2.14 The "proof of concept prototype" shall mean the prototype which demonstrates to what extent a design, product, system or concept can be implemented and what the Company can implement and deliver within the constraints dictated by the Client and by any relevant third parties, including but not limited to suppliers and their products performance.

3 Performance of Services

3.1 These Terms and Conditions are the only terms and conditions upon which the Company is prepared to deal with the Client and they shall govern the contract to the entire exclusion of all other terms or conditions, irrespective of whether or not the Client attempts to use his/its own terms and conditions. These Terms and Conditions will prevail at all times.

3.2 The Company shall use all reasonable care and skill when carrying out the Services.

3.3 The Company does not represent itself as a supplier of those services usually provided by lawyers, patent agents and insurance brokers or other professional advisors and recommends that the Client seeks advice from their own advisors where appropriate before implementing any of the Company's recommendations or advice in relation to any of these areas.

3.4 The Company agrees to attempt to meet the Specification (the Client acknowledges and accepts that it may not be possible for the Company to meet the Specification completely, or at all, due to the inherent risk of product development and various restraints of product development that are beyond the reasonable control of the Company) that is agreed at the beginning of the Project, and shall not be required to deliver any more than what is agreed within the Specification, unless the Company agrees in writing to any amendments or variations to the Specification. For the avoidance of doubt, by meeting the Specification the Company is not at any time endorsing the feasibility, marketability, patentability or profitability of any of the ideas submitted to it by the Client as part of this process, and the Company does not guarantee in any way that the concept will be capable of licensing or selling at a later date or that it will generate any form of positive return for the Client.

4 Personnel

4.1 The Company may replace any of its personnel working on the Project at any time with other personnel of equivalent skills and experience. For the avoidance of doubt, the Client's consent is not required before the Company can proceed with any such replacement.

4.2 The Company may use third party providers as necessary to perform any part of the Services. The Company will liaise with such third parties in the performance of the Services,

however the Company will not be liable to the Client for the third party's actions towards the provision of the Services (including any delays) or towards the Client in any way.

4.3 While the Company will seek to ensure that any departure of any personnel during the Project does not delay the Project, in the event that it looks like it might, the Company will update the Client accordingly and the parties (acting reasonably at all times) will agree new timescales to factor in the requirement to replace such personnel. For the avoidance of doubt, no liability will be owed by either party to the other in these circumstances.

5 Timescales and Locations

5.1 The Milestones will be provided at the times agreed within the Project documentation.

5.2 The Company shall use all reasonable efforts to meet the Milestones and any other timescales that may be agreed, but time shall not be of the essence of these Terms and Conditions unless otherwise specified in the Purchase Order and agreed by the Company.

5.3 The Services will be provided at the times and locations agreed between the parties, which will, unless otherwise agreed, be at the Company's premises.

6 Client's Representations and Obligations

6.1 The Company shall be entitled to rely on the following representations by the Client:

6.1.1 that the Client's staff (and others over whom the Client may have control) shall fully co-operate with the Company at all times, but the Client acknowledges and accepts that neither the Client nor any of the Client's staff are to get involved in any of the technical matters of the Project unless reasonably requested to do so by the Company (for the avoidance of doubt, if they do so then all additional time spent by the Company in dealing with this will be charged by the hour); and

6.1.2 that information supplied by the Client in relation to any part of the Project shall be accurate, complete and in a form acceptable to and compatible with the Company and its processing requirements. For the avoidance of doubt, full responsibility for information provided by the Client and the Specification must remain with the Client at all times, and the Client acknowledges and accepts that the Company is going to rely on the information provided by the Client and the Specification in order to fulfil its obligations under the Project, and the Company is not required to ascertain further the validity of the information provided or the Specification; and

6.1.3 if any of the information supplied by the Client is found to be incorrect or incomplete, the Company shall not be held liable or responsible in any way whatsoever if due to it being incomplete or incorrect there is a negative impact on the quality, completion, or any other time lines agreed. Furthermore, in such circumstances the Company reserves the right to invoice the Client on an hourly basis for all additional work it undertakes to resolve the issues (which for the avoidance of doubt may see the Company source additional information and resources (including but not limited to tools, external consultants and other third parties) to resolve the issues that have arisen from external sources), and such payment will be required either in advance of the commencement of the additional work or before commencement of the next stage of the Project, whichever the Company requires at that time; and

6.1.4 that the Client has the authority to commission the Purchase Order; and

6.1.5 that the Client will be solely responsible for testing the designs and any prototypes that arise out of the Project; and

6.1.6 that the client will be solely responsible and liable for any and all testing, manufacturing, packaging and labelling of the goods that are the end result of the Project and which move forwards from being a prototype only. For the avoidance of doubt the Client shall be responsible for ensuring any labelling and packaging conforms to and complies with the laws and regulations of any country that it is planning on marketing and selling it to, and will include any and all warnings required by law (or which is recognised as being required as an industry standard for that particular item) included but not limited to in relation to the safe handling and use of the goods; and

6.1.7 the Client acknowledges and accepts that it is the sole responsibility of the Client to obtain any applicable licences,

consents, approvals, third party testing, certifications, markings, or similar, in relation to the Project, the goods arising out of the Project and where applicable, any intellectual property rights that arise as a result of the Project and which, belong to the Client (as provided for in clause 9).

7 Deposits, Fees and Payments

7.1 Quotations for professional fees are valid for four weeks from the date of the related Quote. After the expiry of the Quote the Company shall be happy to re-quote for the Services.

7.2 All fees and charges due and payable by the Client under these Terms and Conditions are exclusive of VAT, sales and similar taxes.

7.3 An initial non-refundable deposit as set out in the Quote shall be due and payable by the Client at the same time as the Client provides the Specification to the Company. For the avoidance of doubt, work will not commence on the Project until such deposit has been paid and cleared. The only time that the deposit may be refunded is if clause 11 applies and the Project has not fully commenced.

7.4 An agreed proportion of the remaining Fees shall be due and payable at each completed Milestone throughout the term of the Project (as set out within the Milestones/Key Performance Indicators), or as may otherwise be agreed in writing as between the Company and the Client. For the avoidance of doubt, any delay by the Client in signing off (which may be verbally or in writing) the completed Milestones may give rise to an overall delay to the Project as the Company will not proceed to the next stage without the previous Milestone being agreed between the parties as being completed and fulfilled and any further stage payment due at that time has been paid and cleared in full.

7.5 Expenses and other Additional Charges shall be invoiced monthly or quarterly or up to six months later (whichever the Company requests at the time) as incurred. Expenses and other Additional Charges shall be charged to the Client at cost plus 15%.

7.6 Any and all invoices that are issued by the Company to the Client are due and payable within 14 days of the date of invoice. Failure to pay may lead to a delay in the Project commencing to the next stage.

7.7 In some circumstances, invoices issued by the Company may relate wholly or in part to goods which are supplied for export, and those invoices must be paid prior to dispatch of the goods. Failure to pay may lead to the Project being delayed.

7.8 Interest may be charged by the Company on all overdue invoices in accordance with the terms and provisions of the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. For the avoidance of doubt, title, ownership and rights shall not pass in any equipment, goods or intellectual property to be supplied to the Client as part of the Project until full, final and cleared payment has been made on or before the end of the Project. For the avoidance of doubt, title, ownership and rights shall not be deemed to pass at each Milestone that is reached, title shall only pass on completion of the Project as a whole.

7.7 If there is any deduction or withholding required by law in relation to payments due, the Client acknowledges and accepts that they shall gross up the payment due to the required amount that after deduction or withholding of the appropriate amount the Company receives the full amount of the invoice. Without prejudice to its other rights, the Client agrees to make payment free of set off or counterclaim at all times.

7.8 Any hourly/daily/weekly/monthly rates set by the Company shall be reviewed regularly taking into account all market conditions at that time, and any variation in any of the rates charged to the Client shall take effect one month after the Company has provided written notice to the Client of the impending change to such rates.

7.9 If any of the following events occur, the Company reserves the right to issue a new Quote with an increase to fees:

7.9.1 if information, or the Specification, from the Client proves to be inaccurate or incomplete as provided for in clause 6.1.3;

7.9.2 the Client requires further modifications or alterations to be carried out to any aspect of the Project which have not been included within the original Quote;

7.9.3 if third party costs and expenses are increased and passed on to the Company; and

7.9.4 if a third party's fail to deliver any goods/pieces that they have agreed to deliver to the Company, and the Company then has to source those goods/pieces from a new third party provider at additional cost, or where the Company itself has to undertake additional work to remedy an incomplete piece/good supplied by a third party.

7.10. Where the Company is entitled to re-issue a Quote, and where this results in an increase in price, the increase shall be such amount as is fair and reasonable for the Company to charge in the circumstances, including (where appropriate) an uplift for profit.

7.11 The Company shall, where applicable, charge for transport, packaging and insurance costs if required to deliver the end product to the Client or to an address nominated by the Client.

7.12 If an invoice is issued which relates in whole or in part to delivery costs as outlined above at clause 7.11, such invoice must be paid in full prior to the dispatch of the goods.

8 Confidentiality

8.1 Where the parties have entered into a Non Disclosure Agreement ("NDA") in relation to the Project the provisions set out in the NDA shall apply and the following provisions shall be omitted.

8.2 Both Parties undertake that for two years from commencement of the Project to keep confidential all proprietary or confidential information received from or on behalf of the other whether received before or after the commencement date of the Project, and whether in oral, electronic or manuscript or any other form. Either Party may disclose the confidential information to its employees, contractors, agents or advisors for the purposes of the Project and the provision of the Services. The Party receiving Confidential Information ("the Receiving Party") shall ensure that such persons comply with the confidentiality obligations set out in this Agreement.

8.3 Confidential information does not include any information
8.3.1 which is in the public domain either at the date of disclosure or subsequently published or disclosed otherwise than following default under these Terms and Conditions; or
8.3.2 in the possession of the Receiving Party with full rights to disclose being either independently developed by the Receiving Party, or its agents or subcontractors or supplied by a third Party without access to the Confidential information and without restriction on disclosure.

8.4 To protect the confidentiality of all of the Company's clients access to the Company's premises or work areas shall not be given to any client or third parties except by prior arrangement with Company.

9 Intellectual Property Rights

9.1 For the avoidance of any doubt, all Intellectual Property rights in any of the methodologies, ideas, processes, tools, know-how and other generic business methods created by the Company at any time before, during or after the Project, shall be owned solely by the Company, unless the Company agrees otherwise in writing.

9.3 Intellectual Property Rights owned by either Party on the date of acceptance of the Quote ("Background IPR") shall remain the exclusive property of the owning Party.

9.4 Subject to clause 9.5, no right or licence is granted under these Terms and Conditions or the Quote to either Party's Background IPR.

9.5 The Client hereby grants to the Company a world-wide, royalty free, revocable, non-transferable, non-exclusive licence to use that part of the Client's Background IPR which is wholly and necessarily required by the Company solely for the performance of the Services and completion of the Project. For the avoidance of doubt this licence shall expire upon completion of the Services/Project or termination of the Purchase Order whichever occurs earliest.

9.6 Subject to payment of all outstanding amounts owed to the Company by the Client, the Client will exclusively own the Intellectual Property Rights developed by the Company or related to the Services/Project ("Foreground IPR"). The Client will grant to the Company a world-wide, royalty-free, revocable for breach only, transferable, exclusive licence to use that part

of the Foreground IPR that is not wholly and necessarily required to utilise the results of the completed Services/Project.

9.7 In the event that, for whatever reason, the Client does not wish to maintain the Foreground IPR the Client shall notify the Company and offer to transfer the Foreground IPR to the Company on terms to be agreed between the Parties at that time.

9.8 Unless a patent search is undertaken by the Company as part of the Services and as the Company does not automatically carry out patent infringement searches, it can not warrant that the Intellectual Property Rights licensed or supplied by the Company to the Client in the course of the Project does not infringe the rights of any third parties. However, the Company will use its best endeavours not to infringe any third party's intellectual property rights, but the Company will not be liable to the Client in any way if it is found to have inadvertently breached any third party's intellectual property rights.

9.9 The Client warrants that the Specification and any information it provides to the Company does not breach the intellectual property rights of any third party, and will fully indemnify and hold harmless the Company from any claim (including any costs and associated expenses) in the event that any claim is brought by a third party relating to intellectual property right infringement from.

10 Liability

10.1 Each Party will be liable without limit for death and personal injury caused by its negligence or for fraud.

10.2 Subject always to clause 10.1, neither Party shall be liable for any indirect or consequential loss including loss of profit, business, contracts, revenue, goodwill or other pure economic loss, including towards third parties, howsoever arising.

10.3 The Company shall not be liable for loss or damage suffered by the Client or by any third party caused by modifications, adjustments, repairs or remedial work carried out to the results of the Services without the Company's prior written approval, or if they fail to follow reasonable instructions issued by the Company in connection with any aspect of the Project or prototype (including but not limited to areas of safety and protection).

10.4 As the Company has no control over the use of the results of the Services and Company frequently delivers prototype or experimental equipment to clients for further development which the Company is not involved with or in control of, the Client agrees to fully indemnify and hold harmless the Company against any claim brought against the Company in respect of any injury, damage or loss occasioned by the use or operation of the results of the Services, including but not limited to any injury, damage or loss caused to any third party.

10.5 Subject to the above the Company's total liability howsoever arising shall be limited to the total amount of the Fees that have been paid by the Client to the Company at that time (exclusive of all applicable taxes)

10.6 Both parties undertake to maintain appropriate and adequate insurance for each respective obligation under these Terms and Conditions.

10.7 The Company shall not be liable for any defect in the quality and condition of goods (including any failure to conform to Specification) if the Client inspects the goods at the Company's premises prior to them being dispatched, or unless the defect is notified to the Company by or on behalf of the Client within 7 days of the date of receipt or opening of the goods (if the defect is not apparent on reasonable inspection) within 7 days after discovery of the defect. The Company shall be entitled to have the opportunity to try to repair or modify such goods free of charge and with no further liability owing to the Client.

10.8 If the goods are delivered to the Client, or any other address nominated by the Client, risk shall pass to the Client at the time of collection.

10.9 Notwithstanding clauses 10.7 and 10.8 above, the Client shall be responsible for arranging (through a request submitted in writing) for the testing and inspection of the goods at the Company's premises prior to the goods being dispatched to the Client's address or to any other address nominated by the Client. The Company shall not be liable to the Client in relation to any claim relating to any defect in the goods which would have been apparent on inspection and testing, and which is

discovered after dispatch the event and the Client failed, or declined to arrange for such inspection and testing. For the avoidance of doubt, this includes no liability for damage caused in transit to any of the goods (although, where the Company has agreed to arrange for delivery of the goods, the Company will use its best endeavours to use a reputable delivery firm which offers applicable insurance for damage or loss that occurs during transit which the Client may then claim against if necessary). In such circumstances, if the Client requires the Company to fix any damage caused by any of the provisions set out in this clause 10.9, the Company reserves the right to charge the Client on an hourly basis for carrying out such requirements.

11 Force Majeure

11.1 A party, provided that it has complied with the provisions of clause 11.3, shall not be in breach of these Terms and Conditions nor liable for any failure or delay in performance of any obligations under them (and, subject to clause 11.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- 11.1.1 Acts of God, flood, earthquake, windstorm or other natural disaster;
- 11.1.2 epidemic or pandemic;
- 11.1.3 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 11.1.4 terrorist attack, civil war, civil commotion or riots;
- 11.1.5 nuclear, chemical or biological contamination or sonic boom;
- 11.1.6 any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- 11.1.7 fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or accidental damage;
- 11.1.8 loss at sea;
- 11.1.9 extreme adverse weather conditions;
- 11.1.10 interruption or failure of utility service, including but not limited to electric power, gas or water;
- 11.1.11 any labour dispute, including but not limited to strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as such party);
- 11.1.12 non-performance by suppliers or subcontractors, which for the avoidance of doubt shall include failure by the supplier or subcontractor to supply a product that they stated was in stock at the time the Company contacted them, and failure by the supplier or subcontractor to supply the correct product or the correct product in the correct shape/form, or performing to the standard requested by the Company in order to meet the requirements of the Project; and
- 11.1.13 collapse of building structures, failure of plant machinery, machinery, computers or vehicles.
- 11.2 The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- 11.3 Any party that is subject to a Force Majeure Event shall not be in breach of these Terms and Conditions provided that:
 - 11.3.1 it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - 11.3.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 11.3.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 11.4 If the Force Majeure Event prevails for a continuous period of more than 1 month's, any party may terminate this

agreement by giving 14 days' written notice to the other Party. Any work that has been carried out by the Company in relation to any aspect of the Project to the date of termination will become immediately due and payable at that time. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach occurring prior to such termination.

12 Termination

12.1 Without prejudice to any rights that have accrued under these Terms and Conditions or any of its rights or remedies, either party may at any time terminate with immediate effect by giving written notice to the other party if:

- 12.1.1 the other party fails to pay any amount due on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment; or
- 12.1.2 the other party commits a material breach and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified [in writing] to do so; or
- 12.1.3 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
- 12.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or being an individual is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- 12.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
- 12.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 12.1.10 the other party (being an individual) is the subject of a bankruptcy petition or order; or
- 12.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
- 12.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.4 to clause 12.1.11 (inclusive); or
- 12.1.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 12.1.14 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 12.1.15 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.2 The Client shall pay all costs reasonably and necessarily incurred by the Company as a result of the termination within 30 days of the date of termination.

12.3 Termination shall not affect any accrued rights and liabilities arising out of these terms and conditions.

13 Non –Solicitation

Both parties undertake during the performance of the Services and for 24 months from completion of the Project not to directly or indirectly solicit any of the other Party's employees who is or has been engaged in the performance of the Services and the Project. This clause does not prevent either Party from advertising for staff in the public media.

14 Data Protection

Both parties warrant to the other that in relation to this Agreement it has complied with and shall continue to comply with the provisions of the Data Protection Acts 1984 and 1998, the Privacy and Electronics Communications (EC Directive) Regulations 2003 and any other applicable data protection laws and regulations ("the Legislation") and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Legislation by the other Party. Both parties agree to indemnify and keep indemnified the other Party against all losses, costs, expenses, damages, liabilities, demands, claims, actions, and proceedings which the other Party may incur, including but not limited to, any fine which may be levied pursuant to the Legislation arising out of any breach by the Party of this clause.

15 Right of Third Parties

The rights of the Parties to this Agreement are personal to the Parties. Unless otherwise stated in this Agreement no right of a Party may be exercised or enforced by a third Party.

16 Publicity

The Parties will agree an appropriate external communication strategy regarding the Services provided by the Company to the Client. Neither Party shall make a statement or release any public material relating to the Services or their performance without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. The Company may include the Client's name on its published list of clients and on its website. The Company may anonymously refer to any services undertaken for any client, and may use any images arising out of the Project for marketing purposes.

17 Entire agreement

These Terms and Conditions, the Quote, Purchase Order and the Specification contain the entire agreement between the Parties with respect to the Project. In the event that there is a conflict between the Project and these Terms and Conditions the Terms and Conditions shall prevail. No warranties, promises, covenants or undertakings other than expressly set out in these Terms and Conditions shall apply. Each Party confirms that it has not relied on any representation of the other as inducing it to enter into these Terms and Conditions.

18 Implied Terms

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

19 Variation

Variations or additions to these Terms and Conditions shall only be valid if agreed between the Parties in writing and stated to be a variation.

20 Waiver

Delay or omission by a Party in exercising its rights or remedies shall not be deemed to be a waiver of such right or remedy on that or any future occasion.

21 Notice

21.1 Notices served under these Terms and Conditions will be validly served if either:

21.1.1 delivered by hand and will be deemed received on the delivery;

21.1.2 delivered by first class post and will be deemed received two business days after posting;

21.1.3 facsimile, email or telex and will then be deemed received on receipt of transmission report or answer back.

22 Severability

If any of the provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, the remainder of the provisions shall continue in full force and effect and the Parties shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

23 Law

English law shall govern this Agreement. Disputes will be subject to the non-exclusive jurisdiction of the English courts