

# BARBOURNE BROOK'S GENERAL TERMS AND CONDITIONS

## 1. Interpretation

1.1. In the Contract, unless the context otherwise requires, the following definitions apply:

**Affiliate:** a subsidiary or holding company (as the terms are defined in Section 1159 of the Companies Act 2006) from time to time of the Client or BB and any subsidiary from time to time of such holding company of the Client or BB;

**Appendix:** the Appendix attached to these Conditions;

**BB:** Barbourne Brook Limited (Company No: 09169729) whose registered office is Thornloe House, 25 Barbourne Road, Worcester, Worcestershire, WR1 1RU or the relevant Affiliate named on the EL which has been designated to provide the Services;

**Charges:** all charges and fees payable by the Client to BB for the supply of the Services in accordance with Condition 5;

**Client:** the person who purchases the Services from BB;

**Client Information:** any data or information supplied by or on behalf of the Client for the provision of the Services;

**Client Personal Data:** the Personal Data of the Client (set out in the Appendix) comprised in the Client Information;

**Commencement Date:** has the meaning set out in Condition 2.3;

**Conditions:** these terms and conditions as amended from time to time in accordance with Condition 17.1;

**Confidential Information:** any and all information of whatever nature disclosed directly or indirectly (whether before or after the date of the Contract) by a Party to the other Party, including any information relating to its business affairs, customers, clients, suppliers, operations, plans or intentions, products and services know-how, trade secrets, contracts, business data, systems, employee data, e-mails, IPR, all documents, data and information relating to or contained at the Party's premises and all other information which is stated to be confidential or proprietary, or which would appear to a reasonable person to be confidential or proprietary;

**Contract:** the contract between BB and the Client for the supply of the Services in accordance with these Conditions and comprising of these Conditions, the EL and the Appendix;

**Control:** shall be as defined in Sections 450 and 451(2) of the Corporation Tax Act 2010, and the term **Change of Control** shall be construed accordingly;

**Contract Year:** a period of 12 months, commencing on the Commencement Date and/or each anniversary thereof (as the case may require);

**Data Protection Legislation:** the General Data Protection Regulation ((EU) 2016/679) together with and as amended by the Data Protection Act 2018 and any other UK implementing laws, regulations and secondary legislation, and any successor legislation for the GDPR from time to time, in the UK;

**EL:** BB's engagement letter attached to these Conditions;

**Event of Force Majeure:** any cause preventing BB from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of BB including, strikes, lockouts or other industrial disputes (whether involving the workforce of BB or otherwise), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;

**IPR:** any and all copyrights, moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trade marks, trade names, service marks, design rights, database rights, semi-conductor topography rights, domain name rights, rights in get up, goodwill or to sue for passing off, unfair competition rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;

**Initial Term:** the term set out in the EL;

**Offer Period:** has the meaning set out in Condition 2.2;

**Party:** a party to the Contract (and **Parties** shall be construed

accordingly);

**Quarter:** a period of three calendar months: the first such Quarter shall commence on the Commencement Date and thereafter a Quarter shall be the next period of three calendar months as appropriate, during the term of the Contract;

**Reclaim:** any retrospective rebate, discount or allowance or anything similar which is or which becomes due to the Client and/or its Affiliates in respect of import customs duties arising (either directly or indirectly) from the provision of the Services;

**Saving:** a saving enjoyed, benefited or shared in by the Client and/or its Affiliates by reference to the amount of import customs duty previously paid by the Client and/or its Affiliates prior to the Commencement Date for the importation of goods into the European Union against the amount paid following the Commencement Date;

**Security Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data being processed by BB;

**Services:** the services to be provided by BB as more particularly described in the EL;

**Suspension:** autonomous tariff suspensions which are intended to fully or partially cancel the effect of customs duties over a given period.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994; and

**Working Day:** any day other than a Saturday, Sunday or public holiday in England when the clearing banks in the City of London are open for business.

1.2. In the Contract, the following rules apply:

- 1.2.1. **persons** includes a natural person, company, LLP, corporate, firm, partnership, joint venture, association, trusts, unincorporated bodies and associations and reference to any Party or person shall include their personal representatives, successors and permitted assigns;
- 1.2.2. the **singular** shall include the plural and vice versa, and to the **masculine** shall include the feminine and neuter and vice versa;
- 1.2.3. references to a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted and such statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision as amended or re-enacted;
- 1.2.4. the headings in these Conditions are for convenience only and shall not affect their interpretation or construction;
- 1.2.5. a reference to writing or written excludes fax and email;
- 1.2.6. in the event of any conflict between terms, the order of precedence shall be: (A) the EL and (B) these Conditions and the Appendix;
- 1.2.7. references to **include**, **includes** and **in particular** or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression **without limitation**; and
- 1.2.8. where the Client is more than one person, their liability under these Conditions shall be joint and several.

## 2. Basis of Contract

- 2.1. The EL constitutes an offer by BB to the Client for the provision of the Services in accordance with the Contract.
- 2.2. Unless stated otherwise in the EL, the offer of engagement in the EL shall be open for acceptance by the Client for a period of 30 days from the date of the EL (the **Offer Period**). Upon expiry of the Offer Period, the offer contained in the EL shall be deemed to have lapsed and shall no longer be open for acceptance.
- 2.3. The EL shall only be deemed to be accepted when BB issues written acceptance of the EL at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4. Any descriptive matter or advertising issued by BB, and any descriptions or illustrations are for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any

other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 3. Supply of Services

- 3.1. BB shall supply the Services to the Client in accordance with the Contract in all material respects.
- 3.2. BB shall use all reasonable endeavours to meet any performance dates specified in the EL, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. BB shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and BB shall notify the Client in any such event.
- 3.4. Whilst BB will seek to identify possible opportunities to reduce import duty paid or to be paid by the Client on its imports into the European Union, the Client accepts and agrees that BB cannot guarantee that Reclaims or Savings can be made.

### 4. Client's obligations

#### 4.1. The Client shall:

- 4.1.1. provide BB with all Client Information and materials as BB may reasonably require in order to supply the Services and/or calculate the Charges, and ensure that the same is complete and accurate in all material respects;
- 4.1.2. co-operate with BB in all matters relating to the Services;
- 4.1.3. provide BB, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by BB;
- 4.1.4. report to BB any Reclaim due or received by the Client within 10 Working Days of notification or receipt of the same (whichever is the earlier) by the Client and such other Client Information as BB requires, to enable BB to verify the Reclaim and calculate the Charges due to BB;
- 4.1.5. within 10 Working Days of the end of each Quarter, provide BB with quarterly management reporting information detailing all goods/products imported during that Quarter, the total duty saved as a result of BB performing the Services and such other Client Information as BB requires, to enable BB to verify and calculate the Savings made in the relevant Quarter and the Charges due to BB; and
- 4.1.6. provide BB with an appropriate letter of authority for BB to act on the Client's behalf and execute a power of attorney in favour of BB in order that BB can liaise with HM Revenue and Customs in relation to the Services before the date on which the Services are to commence and renew such power of attorney annually during the term of the Contract.

4.2. The Client shall not (whether directly or indirectly) do or permit any act or omission for the purpose of or with the intention of avoiding generating or maintaining any Reclaims or Savings.

4.3. If BB's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- 4.3.1. BB shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays BB's performance of any of its obligations;
- 4.3.2. BB shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from BB's failure or delay to perform any of its obligations under the Contract; and
- 4.3.3. the Client shall reimburse BB on written demand for any costs, losses or liabilities sustained or incurred by BB arising directly or indirectly from the Client Default.

### 5. Charges and Payment

5.1. The Charges for the Services shall be as set out in the EL.

5.2. BB shall be entitled to recover from the Client any reasonable expenses incurred in the provision of the Services, including travelling expenses, hotel costs, subsistence and other ancillary expenses reasonably incurred by BB and/or the individuals whom

BB engages in connection with the Services.

5.3. Unless otherwise stated in the EL, BB shall invoice the Client for the Charges and expenses monthly in arrears and/or, where appropriate, on completion of any relevant milestones in the provision of the Services (including completion of a project).

5.4. The Client shall pay each invoice submitted by BB within 30 days from the date of the invoice, in full and in cleared funds to a bank account nominated in writing by BB. Time for payment shall be of the essence of the Contract.

5.5. All amounts payable by the Client are exclusive of amounts in respect of VAT for which the Client shall be additionally liable.

5.6. Without prejudice to any other right or remedy of BB, if the Client fails to make any payment due to BB under the Contract by the due date for payment, BB shall have the right to charge interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time, accruing on a daily basis from the due date for payment until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.7. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against BB in order to justify withholding payment of any such amount in whole or in part.

5.8. No refund of any part of the Charges paid by the Client shall be made or due upon the termination of the Contract (howsoever arising).

### 6. IPR

6.1. All IPR in the Client Information vest with the Client.

6.2. Subject to Condition 6.1, all IPR in or arising out of or in connection with the Services shall vest in and be owned by BB absolutely.

### 7. DATA PROTECTION

In this Condition 7, **Controller**, **Processor**, **Data Subject**, **Personal Data** and **Processing** shall have the meanings as defined in the Data Protection Legislation.

7.1. The Client warrants to BB that it shall comply with all of its obligations under the Data Protection Legislation.

7.2. BB agrees that where the performance of its obligations under the Contract requires BB to Process Client Personal Data, it shall comply with the applicable requirements of the Data Protection Legislation.

7.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and BB is the Processor and BB shall not by virtue of providing the Services, be deemed to be a joint Controller.

7.4. Without prejudice to the generality of Condition 7.1, the Client warrants that it has and at all times shall have a lawful basis and all necessary and appropriate consents and notices in place to enable the lawful transfer to BB and Processing of the Client Personal Data by BB for the duration and purposes of the Contract.

7.5. The Client shall indemnify and hold harmless BB from and against all claims, actions, proceedings, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profits, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BB arising out of or in connection with the Client's failure to comply with its obligations under this Condition 7.

7.6. If any third party makes a claim or notifies the Client or BB of an intention to make a claim which BB reasonably considers is likely to give rise to a liability under the indemnity set out in Condition 7.5, the Client shall:

- 7.6.1 give written notice of the claim to BB, specifying the nature of the claim in reasonable detail;
- 7.6.2 not make any admission of liability, agreement or compromise or otherwise attempt to settle or compromise



the claim or action without the prior written consent of BB; and

- 7.6.3 take all such action as is reasonably required by BB to avoid, dispute, compromise or defend the claim,

all costs relating to the foregoing shall be borne by the Client.

- 7.7. Without prejudice to the generality of Condition 7.2, BB shall, in relation to any Client Personal Data processed in connection with the performance by BB of its obligations under the Contract:

- 7.7.1. Process the Client Personal Data only on the written instructions of the Client unless BB is required by the laws of any member of the European Union or by the laws of the European Union applicable to BB to Process Client Personal Data (**Applicable Laws**). Where BB is relying on any Applicable Laws as the basis for Processing Client Personal Data, BB shall promptly notify the Client of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit BB from so notifying the Client;

- 7.7.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing, loss, destruction of or damage to Client 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 Client Personal 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 Client Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Client Personal Data can be restored in a timely manner after Security Breach, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it), provided always that any request by the Client for additional technical and organisational measures over and above the existing practices of BB's and/or Affiliates (as applicable) shall be made in writing and subject always to BB's discretion.

- 7.7.3. not transfer any Client 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:

- 7.5.3.1 the Client or BB has provided appropriate safeguards in relation to the transfer;

- 7.5.3.2 the Data Subject has enforceable rights and effective legal remedies;

- 7.5.3.3 BB complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Client Personal Data that is transferred; and

- 7.5.3.4 BB complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Client Personal;

- 7.7.4. 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;

- 7.7.5. notify the Client as soon as practicable without undue delay on becoming aware of a Security Breach;

- 7.7.6. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the Client Personal Data; and

- 7.7.7. maintain records to demonstrate its compliance with this Condition 7.7 and allow for and contribute to any reasonable

request to audit the same subject always to the Client paying BB's costs and expenses in connection with the same.

- 7.8. The Client consents to BB appointing any third-party processor of Client Personal Data under the Contract. BB confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement containing substantially the same data processing obligations set out in the Contract. As between the Client and BB, BB shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 7.8. BB agrees to notify the Client of the identity of any third-party processor so appointed from time to time.

## 8. Confidentiality

- 8.1. Each of the Parties undertakes to the other during the term of the Contract and following termination of the Contract (howsoever arising) to:

- 8.1.1. keep confidential and secret, all Confidential Information of the other Party (and/or that Party's Affiliates) and take all measures as are necessary to ensure the confidentiality of such Confidential Information at all times;

- 8.1.2. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the performance of the Contract. Any such copies, reductions to writing and records shall be the property of the disclosing Party;

- 8.1.3. only use the other Party's Confidential Information wholly, necessarily and exclusively for the purpose of the Contract and not exploit (whether for commercial gain or otherwise) or use any Confidential Information of the other Party for any other purpose whatsoever;

- 8.1.4. only permit access to the other Party's Confidential Information to such of its employees, officers, agents, representatives and advisers who have a genuine need to know such Confidential Information and inform each of such employees, officers, agents, representatives and advisers of the confidential nature of the Confidential Information and of its obligations in respect of the same.

- 8.2. Each Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.

- 8.3. The obligations of confidentiality detailed in Condition 8.1 shall not apply to any Confidential Information which the other Party can show:

- 8.3.1. was in its possession and at its free disposal before such Confidential Information was imparted or disclosed to it;

- 8.3.2. is independently developed by any servant, agent or employee of it without access to or use or knowledge of the Confidential Information and to whom no disclosure of the Confidential Information has been made (whether directly or indirectly);

- 8.3.3. is or subsequently comes into the public domain other than by breach of that Party's obligations under these Conditions;

- 8.3.4. is received by that Party without obligation of confidence or restriction on disclosure or use from a third party who has not derived it directly or indirectly from the other Party and in respect of which the Party honestly believes that it is entitled to make such disclosure; or

- 8.3.5. the disclosure of the Confidential Information is required by law, by regulation or by order of a court of competent jurisdiction (including any regulatory or governmental body or securities exchange) provided that unless otherwise required by law the Party whose Confidential Information it is, is given not less than 2 Working Days' notice of the intended disclosure and that any such disclosure made takes account of that Party's requirements as to the timing, content and manner of the disclosure.

- 8.4. Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Condition 8.1 by its employees, officers, agents, representatives and advisers.

- 8.5. Without prejudice to the generality of Condition 8.3.3, information shall not be deemed to be in the public domain by reason that it is disclosed to HMRC or any other tax authority or it is known to only a few of those people to whom it might be of commercial interest,

and a combination of two or more portions of the Confidential Information shall not be deemed to be in the public domain by reason only of each separate portion being so available.

## 9. Limitation of Liability

9.1. The following provisions set out BB's entire liability to the Client in respect of:

- 9.1.1. any breach of its contractual obligations arising under the Contract; and
- 9.1.2. any representation statement or tortious act or omission including negligence arising under or in connection with the Contract.

AND THE CUSTOMER'S PARTICULAR ATTENTION IS DRAWN TO THE PROVISIONS OF THIS CONDITION 9.

9.2. Any act or omission on the part of BB falling under Condition 9.1 shall for the purposes of this Condition 9 be known as an **Event of Default**.

9.3. BB's liability to the Client for death or injury resulting from its own or its employees' negligence shall not be limited.

9.4. Notwithstanding anything else in these Conditions BB's entire liability from time to time in respect of all Events of Default shall be limited to damages of an amount equal to:

- 9.4.1. £250,000 in aggregate in the case of damage to the tangible property of the Client resulting from the negligence of BB or its employees; and
- 9.4.2. in the case of all other Events of Default in any Contract Year, 125% of the value of the Charges paid by the Client for the provision of the Services in the preceding Contract Year or in the case of the first Contract Year the Charges paid in the first Contract Year, provided that BB's liability for all other Events of Default in any Contract Year shall not in any circumstances exceed to the amount which BB is able to recover from its insurers (subject to clause 9.9)

9.5. Subject to Conditions 9.3 and 9.4, BB shall not be liable in respect of any Event of Default for any losses or damage which may be suffered by the Client (or any persons claiming through or under the Client) whether the same are suffered directly or indirectly or immediate or consequential and whether the same arise in contract, tort (including negligence) or otherwise howsoever which fall into the following categories:

- 9.5.1. loss of profits;
- 9.5.2. loss of turnover;
- 9.5.3. loss of anticipated, potential or actual Savings or Reclaims;
- 9.5.4. loss of business opportunity;
- 9.5.5. loss of goodwill;
- 9.5.6. loss of data;
- 9.5.7. damage to reputation,
- 9.5.8. indirect or consequential loss or damage,

provided that this Condition 9.5 shall not prevent claims for loss or damage to tangible property that fall within the provisions of Condition 9.4.1 or any other claim for direct financial loss that are not excluded by Conditions 9.5.1 to 9.5.8 (inclusive).

9.6. If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Contract.

9.7. Except in the case of an Event of Default arising under Condition 9.3, BB shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of the same upon BB within one year following termination or expiry of the Contract or two years of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware (whichever is the earlier).

9.8. Nothing in this Condition 9 shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.

9.9. BB shall ensure that it maintains in force for the duration of the Contract sufficient insurance coverage for the following insurance policies to the extent that the Contract creates risks generally covered by these insurance policies:

9.9.1 Professional Indemnity Insurance;

9.9.2 Public Liability Insurance; and

9.9.3 Employer's Liability Insurance.

## 10. Term and Termination

10.1. The Contract shall commence on the Commencement Date and shall continue for the Initial Term and then indefinitely thereafter unless or until terminated by the Client giving at least three months' written notice to BB (such notice to expire on or after the expiry date of the Initial Term) or unless terminated earlier in accordance with Conditions 9.2 or 9.3.

10.2. The Contract may be terminated by notice in writing by either party if the other party:

10.2.1. commits any material breach of any of these Conditions which (if capable of remedy) that party fails to remedy the same within 7 days of the other party's written notice requiring it to be remedied; or

10.2.2. shall make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors generally or if that party is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of that party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of that party or for the making of an administration order (otherwise than for the purpose of a solvent amalgamation or reconstruction) or any other event similar or analogous to the foregoing.

10.3. Without limiting its other rights or remedies, BB may terminate the Contract by notice in writing if the Client is subject to a Change of Control.

10.4. Without limiting its other rights or remedies, BB may terminate the Contract with immediate effect by serving written notice on the Client at any time during or following the expiry of the Initial Term.

## 11. Consequences of Termination

11.1. The termination of the Contract howsoever arising shall be without prejudice to any other rights or remedies a Party may be entitled to under these Conditions or at law and shall not affect the accrued rights, obligations or liabilities of either Party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication, intended to come into or continue in force on or after such termination, including Conditions 1, 4.1.1, 4.1.3 to 4.1.6 (inclusive), 4.2, 5, 6, 7, 8, 9, 11 and 13 to 18 (inclusive).

11.2. On termination of the Contract (howsoever arising):

11.2.1. the Client shall immediately pay any outstanding invoices and interest thereon and in respect of Services supplied and Savings made, but for which no invoice has been submitted BB shall be entitled to issue its invoice which shall be payable by the Client immediately upon receipt;

11.2.2. any Charges in respect of any (a) Reclaims due but not paid to or received by the Client shall continue to be due and payable to BB in accordance with these Conditions, (b) Savings that would otherwise be due for years 1 to 5 inclusive arising (either directly or indirectly) from the provision of the Services shall continue to be due and payable by the Client in accordance with the Contract; and

11.2.3. subject to Condition 7.7.6, each Party shall, as soon as reasonably practicable, return or destroy (as directed by the other Party) any documents and material in its possession or control which contain or record any Confidential Information of the other Party and shall if required by the other Party provide the other Party with written evidence that the same have been destroyed.

## 12. Event of Force Majeure

12.1. BB shall not be deemed to be in breach of the Contract or otherwise liable to the Client in any manner whatsoever for any

failure or delay in performing its obligations under the Contract due to an Event of Force Majeure.

- 12.2. If the Event of Force Majeure continues for more than 3 months, BB shall have the right to terminate the Contract immediately by giving notice in writing to the Client.

### 13. Warranties

- 13.1. BB warrants to the Client that the Services will be provided using reasonable care and skill.
- 13.2. Except as expressly set out in the Contract, all warranties, conditions terms and undertakings, express or implied, statutory or otherwise are excluded from the Contract to the fullest extent permitted by law.

### 14. Assignment

The Client shall not, without the prior written consent of BB, assign the benefit or delegate the burden of the Contract or otherwise sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under the Contract or hold the benefit of the Contract on trust for any other person.

### 15. Notices

- 15.1. Any notice to be given by a Party under or in connection with the Contract must be in writing and signed by or on behalf of the Party giving it. It shall be delivered by hand or sent by first class post or to the other Party at the address given in the Contract or as otherwise notified to the other Party in writing from time to time.
- 15.2. Any such notice shall be deemed to have been received, if delivered by hand, at the time the notice is left at the address or given to the addressee, or, in the case of pre-paid first class UK post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- 15.3. This Condition 15 does not apply to the service of any proceedings or other documents in any legal action.

### 16. Entire agreement

The Contract constitutes the entire agreement between the Parties. The Client acknowledges that in entering into the Contract it has not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into the Contract. The Client agrees and acknowledges that its only remedy in respect of those representations, statement, assurances or warranties set out in the Contract will be for breach of contract, in accordance with the terms of these Conditions, provided always that nothing in this Condition 16 shall exclude or the limit of liability of BB for any fraudulent misrepresentation or warranty fraudulently given and upon with the Client can prove it has placed reliance. Notwithstanding the foregoing, the Contract shall not supersede or have the effect of

terminating any confidentiality or non-disclosure agreement entered into between the Parties prior to the Commencement Date.

### 17. General

- 17.1. Except as set out in these Conditions, no variation of these Conditions and/or the Contract shall be effective unless it is in writing and signed by BB.
- 17.2. No person other than a Party to the Contract shall have any rights under or in connection with it.
- 17.3. A failure, delay or neglect by either Party to exercise any right or remedy or enforce any of the provisions of the Contract shall not be construed or deemed to be a waiver or continuing waiver of that Party's rights or remedies, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.4. The Parties agree that nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between them, constitute any Party the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.
- 17.5. If any of the provisions of the Contract shall be declared invalid or unenforceable in whole or in part by any competent court or other authority whose decisions shall have the force of law binding on the Parties, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions shall not be affected. If the invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal valid and enforceable.
- 17.6. The Parties agreed to comply in all respects with the provisions of the Criminal Finances Act 2017, the Bribery Act 2010, the Money Laundering Regulations 2017 and shall put into place and maintain measures as may be required to ensure compliance with the same.
- 17.7. The Client shall comply with all policies relevant to the Contract as and when provided by BB in writing. BB may change or create new policies at any time during the Contract. Changes to policies and new policies will be effective 30 days after BB makes them available to the Client, or unless otherwise agreed in writing.

### 18. Governing Law and Jurisdiction

- 18.1. The Contract and any dispute 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 English law.
- 18.2. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## Appendix

### Details of Processing undertaken by BB

|   |  |
|---|--|
| <b>The Personal Data being Processed</b>        | Email addresses, names and contact details   |
| <b>The nature and purpose of the Processing</b> | <p>To:</p> <p>1). contact the Data Subject specifically for the purpose of providing the Services and/or complying with BB's other obligations set out in the Contract where BB may need to contact the Data Subject;</p> <p>2). such other purposes as are expressly confirmed in writing to the Client from time to time.</p>  |
| <b>The Processing period</b>                    | <p>The period commencing on the Commencement Date and ending on the date:</p> <p>i). the particular Data Subject ceases to be an employee, agent, consultant or representative of the Client (save where the records of that Data Subject need to be Processed for the purpose of performing the Contract);</p> <p>ii). the Contract terminates;</p> <p>iii). that BB no longer needs to Process the Client Personal Data in respect of that Data Subject for the purpose of the Contract;</p> <p>(whichever is the earlier)</p> |
| <b>The categories of Data Subjects</b>          | In respect of the general services provided under the Contract, the employees, agents, consultants, representatives, customers and suppliers of the Client.  |