

Advertising Terms And Conditions

These are the terms and conditions for advertising on our websites.

These are the terms and conditions for advertising on our websites.

1. Definitions

In these terms and conditions:

"Advertisement" means a loose insert, supplement or any other insert, any kind of promotional or advertising material (including, but not limited to, advertorial content, classified and/or recruitment advertising) to be printed, published or otherwise displayed by print or electronic means (including, but not limited to, banner, skyscraper, pop-up, roadblock, leader, belly bands, cover wraps, tip-ons, inserts, button or other forms of print, online or electronic display advertising) via or as part of or in connection with any publication, where appropriate.

"Agreement" means the clauses of this agreement;

"Client" means the party indicated in the Order Form as the "Account", the Party who signs the Order Form or the Party to which the Order Form is provided by the Company;

"Copy" means any inserts, type, samples, supplements, drawings, descriptions, text, graphics, links, computer code, pictorial representations, data, information, layout, specifications, documentation, artwork, film, images, proof, proprietary data and/or any other materials, in any format, intended to be included or form part of the Advertisement supplied to the Company by the Client;

"Copy Date" means the date on which the Advertisement is proposed to be published;

"Copy Deadline Date" means the latest date (as indicated on the Order Form) by which the Client is obliged to provide full instructions and Copy to the Company for publishing the Advertisement in accordance with and subject to this Agreement;

"Company" means Political Holdings Limited, registered in England and Wales (no.07291783), with its registered office at 21 Marina Court, Castle Street, Hull, HU1 1TJ and its subsidiaries and/or associated companies;

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which (1) was public knowledge at the time of disclosure (otherwise than by breach of clause 10); (2) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (3) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (4) is independently developed without access to the Confidential Information;

"Data Protection Legislation" means any data protection legislation from time to time in force in the UK including the Data Protection Act of 2018 or any successor legislation, and to the extent the law of the European Union has legal effect in the UK the General Data Protection Regulation ((EU) 2016/679)).

"Fee" means the sum indicated in the Order Form to be paid by the Client in respect of the Services;

"Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including any accidents, fire, flood, storm, explosion, casualty, epidemic, act of God, unavailability of materials or transportation or power or other commodity delay, civil disturbance, terrorism, riot, armed conflict, war, military action, the enactment of any law, the issuance of any executive or judicial order or decree) which causes an interruption of or materially hampers or interferes with the performance by either Party to this Agreement;

"Intellectual Property Rights / IPRs" means all vested and future copyright and moral rights (in each case for the full period thereof and all extensions, revivals and renewals thereof), database rights, patents, registered and unregistered trade marks and service marks (including any good will attributable thereto), logos, domain names, registered designs and design rights, trade or business names and other similar rights or

obligations including applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and similar rights anywhere in the world together with all information, know-how and techniques relating thereto;

"IP Materials" means any documentation, Copy, type, specifications, instructions, toolkits, plans, data, drawings, databases (or information contained in databases presented in any format), patents, patterns, models, designs or other materials containing IPRs;

"Order Form" means the form generated by the Company (in the format specified by the Company from time to time) incorporating details of the Services, the Parties and the Fee;

"Party or Parties" means the Company and the Client collectively or the Company or the Client individually, as the context implies. References to Parties include references to their respective successors in title, permitted assigns and novates;

"Services" means the publication of the Advertisement by the Company in the format and medium indicated in the Order Form;

"Termination Notice" means a written notice to terminate this Agreement, provided in accordance with clause 9;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994;

"Working Days" means 09:00 to 17:00, Monday to Friday, excluding bank and public holidays in England.

1.2 The headings and titles in this Agreement are intended to make it easier to read but do not form part of this Agreement and do not affect its or their interpretation.

1.3 Reference to any statute or statutory provision is, except where stated otherwise, to a United Kingdom statute or statutory provision. Such reference includes any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

1.4 Words denoting "persons" shall include a natural person, incorporated or unincorporated entity, firm, government, state, partnership, company, incorporation, association, organisation, institution, foundation, trust or agency (in each case whether or not having separate legal personality).

1.5 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. Formation of Agreement

2.1 An application, order or instruction by the Client to purchase advertising space or to request any Advertisement to be published shall be made on an Order Form. Orders or bookings made via telephone or email shall create no obligations on the Company until the order is reflected on a valid Order Form and the Client has returned a complete and signed Order Form to the Company.

2.2 If required, the client may accept the order via email by sending acknowledgement of the acceptance and attaching the Order Form to the accepting email sent to the Company.

2.3 Any persons who sign the Order Form on behalf of the Client, or accept the Order Form via email in accordance with clause 2.2 above, are deemed to have full authority and capacity to do so on behalf of the Client and the Client shall have no right to any claim or recourse against the Company that such persons did not have the necessary authority or capacity to enter into this Agreement.

3. The Company's Rights and Obligations

3.1 The Company may reject or require to be amended any Copy for or relating to an Advertisement so as to comply with legal or moral obligations placed on the Company or the Client, or to avoid infringing any person's personal rights, proprietary rights, IPR's or the Codes.

3.2 The Company endeavours to comply with the Client's instructions, however it gives no representation, warranty or undertaking as to the date of publication, wording or the quality of the colour or mono reproduction of the Advertisement.

3.3 The Fee quoted is subject to suitable Copy being supplied to the Company by the Client before the Copy Deadline Date. Additional fees shall be payable by the Client where production work of any kind is required to put the Advertisement in a form suitable for publication, for any reason and at any stage. The Company shall notify the Client of such charges in writing, if applicable, and these charges shall be agreed by both Parties prior to publication. In the event that the requirement for such production work does not become apparent to the Company until the publication cycle begins, the Company may make reasonable charges to cover the cost of the work undertaken, which will be invoiced to and payable by the Client.

3.4 If the Company considers it necessary to alter the date or position of the publication or make any other alteration to the Advertisement, it shall notify the Client as soon as is reasonably practicable. The Client will have the right to cancel the publication of the Advertisement should the alterations requested be unacceptable to it, provided that the cancellation complies with the requirements of clause 9. If such alterations are due to circumstances beyond the Company's control and cannot be notified to the Client prior to commencement of the printing cycle of the relevant publication or the deadline date by which online publication is required, the Company shall proceed to alter the Advertisement as required and the Client shall remain liable for the Fee and any applicable additional charges.

3.5 The Company reserves the right in its absolute discretion to cancel the Agreement or to omit, reject or suspend an Advertisement for good reason (for example, if the Advertisement is libellous, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy or to comply with the Codes). Should the cancellation, rejection omission or suspension, be due to any act or default of the Client or any affiliated persons, the Client shall remain liable for the Fee payable for the space reserved for the Advertisement in full, notwithstanding that the Advertisement was not published. The Company shall notify the Client as soon as is reasonably practicable of such cancellation, omission or suspension.

3.6 All Copy must be supplied by the Client to the Company before the Copy Deadline Date indicated in the Order Form. If all Copy is not received before the Copy Deadline Date, the Company cannot guarantee that any proofs will be supplied or corrections made to the Copy.

3.7 If all finalised Copy is not received from the Client before the Copy Deadline Date, the Company reserves the right in its absolute discretion to repeat the Client's existing Copy in its possession where appropriate or, where the Company does not hold any Copy, to omit the Advertisement and to charge for the space reserved in accordance with clause 3.5.

3.8 Subject to the Client's responsibility outlined in clause 5.3.7, and in the event of an error, misprint or omission in the publication or printing of the Advertisement due to act or omission of the Company, the Company shall inform the Client as soon as is reasonably practicable after becoming aware of such error, misprint or omission and shall republish the Advertisement on the next available date for publication of the Advertisement.

3.9 If it is not possible to republish the Advertisement as envisioned in clause 3.8 above, the Company shall inform the Client of such impossibility and the Client shall not be liable for the payment of the Fee. This clause 3.9 shall not apply if any portion of the error, misprint or omission is attributable to any act or default by the Client or any affiliated persons and in no circumstances shall the total liability of the Company for any such error, misprint or omission exceed the value of the Fee.

3.10 No republication or waiver of the Fee as envisioned by the above clauses 3.8 and 3.9 shall take place if the error, misprint or omission does not, in the reasonable opinion of the Company, materially detract from the Advertisement.

3.11 The Company shall be entitled to:

3.11.1 sub-contract any of its obligations hereunder to any affiliated entity;

3.11.2 sub-contract any of its obligations hereunder to any sub-contractor;

3.11.3 assign the benefit of this Agreement to any third party who acquires all or substantially all of the business of Company provided that prior consent of the Client is sought, which consent may not unreasonably withhold or delayed.

PROVIDED THAT, notwithstanding any such sub-contract or assignment, the Company shall remain primarily responsible for the performance of its obligations under this Agreement.

4. Services

4.1 Print Advertisements

4.1.1 The Company cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits.

4.1.2 Requests for cancellation, amendment or reduction of any Advertisement may be considered by the Company if received at least thirty (30) days before the Copy Deadline date. Any amendments, updates, modifications or changes of any kind to Copy must be confirmed in writing by the Client before the Copy Deadline date. The Company reserves the right to charge for any additional expenses involved in affecting such changes.

4.2 Series Advertisements

4.2.1 The Company may, at its sole discretion, offer the Client a discounted Fee for a series Advertisement order. All Advertisements

forming part of any series package ordered by the Client must be published within twelve (12) months of the date of order.

4.2.2 If the Client cancels any portion of a series Advertisement, it shall not be entitled to the series discount to which it was previously entitled to by placing a series order, any further Advertisements forming part of the series published by the Company will be invoiced to the Client at the appropriate fee for non-series Advertisements.

4.3 Online Advertisements

4.3.1 The Client must deliver all Copy to the Company before the Copy Deadline Date in a format which complies with the Company's online format for such content.

4.3.2 The Client shall inform the Company if the Copy supplied by the Client is intended to be used in rotations or in the form of a redirected Advertisement.

4.3.3 If an Advertisement links to another website or an online portal, the Client shall be responsible for maintaining the link and the content of the linked website. The Company may remove any Advertisement which contains content or links to any website which, in the Company's opinion, is defamatory or objectionable or will bring the Company into disrepute. The Client indemnifies the Company from and against any claims or liability arising from links contained in any Advertisement.

4.3.4 Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant Company Website. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any of the Company Websites or enables the Client or any other persons to serve such users with any advertising other than the Advertisement.

4.3.5 If any Copy is supplied or any Advertisement is published which does not comply with this Agreement or if the Company receives any complaints regarding any Advertisement, the Company may, at its discretion, remove the Advertisement from display without reference or liability to the Client.

4.3.6 Where an Advertisement is sold on a CPM (cost per thousand impressions or cost per mille) basis, the Company shall provide the Client with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by the Company shall, in the absence of manifest error, be binding on the Client and are in lieu of any other right of audit.

4.3.7 The Client's sole remedy if the Company, or its third party subcontractors who may host and/or serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither the Company nor its subcontractors shall be liable for failure to display any Advertisement caused by circumstances outside their control.

4.3.8 The Client warrants that all Copy submitted to the Company by electronic means does not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and shall not be corrupted.

4.4 Advertorials

4.4.1 If an Advertisement is intended to be published as an advertorial, full details shall be submitted by the Client to the Company at the time of booking the Advertisement. The Client shall comply with all applicable guidelines and regulations issued by the UK Advertising Standards Authority from time to time. The Client fully indemnifies the Company against any liability or loss arising from any non-compliance of the guidelines or regulations referred to in this clause 4.4.1.

4.5 Investment Advertisements

4.5.1 The Client warrants that, in relation to any investment Advertisement, it or the Advertisement has been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000 or the Advertisement is otherwise permitted under that Act.

4.5.2 The Client fully indemnifies the Company from and against any claim brought by any persons against the Company arising from a breach of its obligations in clause 4.5.1 above.

4.6 Competition Advertisements

4.6.1 If an Advertisement is intended to include a competition or a special offer within the Advertisement, full details should be submitted by the Client to the Company at the time of booking.

4.7 Recruitment Advertisements

4.7.1 If the Client is an employment agency or an employment business (as defined by the Employment Agencies Act 1973) it must ensure that all Advertisements comply with its obligations under the Employment Agencies Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2004.

4.7.2 The Client agrees to deal fairly and professionally with individuals who may respond to any recruitment related Advertisement and to fully indemnify the Company from and against any claim brought by any persons against the Company arising from a breach of its obligations in clause 4.7.1 above.

4.7.3 The Company does not guarantee any response to recruitment related Advertisements or that responses will be from individuals suitable for the position advertised. It is the Client's responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the position advertised and have the required qualifications and other requirements.

5. Indemnities and Warranties

5.1 The Company shall endeavour to exercise reasonable care and skill in the publishing of the Advertisement but where the Advertisement is not published in the manner specified in the Agreement, or at all, the Company's maximum liability to the Client shall be as set out in clause 8.3 below.

5.2 The Company shall not be liable in respect of any error or omission in respect of publishing the Advertisement, which was not notified to the Company in writing within thirty (30) days of the publication date of the Advertisement, and shall have no liability to the Client save as set out in clause 8.3 below.

5.3 The Client warrants that:

5.3.1 in relation to an Advertisement, the Client contracts with the Company as principal, notwithstanding that the Client may be acting directly or indirectly for or on behalf of any other person as an agent or buyer or in any other representative capacity;

5.3.2 should the Client change its name, trading style, identity, address, or should any other details disclosed by the Client to the Company change, the Client shall give written notice to the Company within ten (10) Working Days of such change;

5.3.3 the reproduction and/or publication of the Advertisement as originally submitted, or as amended pursuant to clauses 3.1 and/or 3.3 above, will not breach any Agreement or infringe or violate any copyright, trade mark, any personal or proprietary right or any IPRs of any person or render the Company liable to any claim or proceedings whatsoever;

5.3.4 the Client acknowledges and accepts that the Company shall not review any Copy (or any portion of the Advertisement) for errors or omissions relating to any information, facts or otherwise contained in the Copy. The Client warrants that all information supplied by the Client in connection with the Advertisement, or contained in the Advertisement is accurate, complete and true;

5.3.5 in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any person and/or any part of any person and/or any Copy by which any person is or may be identified, the Client has obtained the authority of such person to make use of such name, representation and/or Copy;

5.3.6 the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) for the time being in force or applicable in the United Kingdom;

5.3.7 it shall be solely responsible for checking and ensuring the correctness of any publication of the Advertisement and indemnifies the Company against any repetition of any error or defect in the Advertisement (if the order is for more than one publication of the Advertisement) unless the Company had received written notification of such error or defect from the Client within thirty (30) days of the date of publication of the Advertisement;

5.3.8 it indemnifies the Company fully in respect of any costs, damages or losses arising directly or indirectly from the publication of any Advertisement, where such Advertisement conformed with the Copy instructions supplied by the Client; and

5.3.9 all Copy submitted to the Company is legal, decent, honest and truthful and complies with the British Code of Advertising Practice (as published from time to time) and all other relevant codes under the general supervision of the Advertising Standards Authority (or any body which undertakes similar activities in replacement of such body) ("Codes").

5.4 All property, Copy, originals, artwork, type, positives and any other material provided by the Client to the Company are held by the Company at the Client's risk and shall be insured by the Client against any loss or damage arising from any cause whatsoever. After publication of the Advertisement relating to such materials, the Client shall be responsible for requesting and arranging the collection or return of any such materials from the Company's premises, failing which, the Company reserves the right to destroy all materials which have been in its possession for more

than six (6) calendar months. The Client fully indemnifies the Company against any liability or claim related to the destruction or loss of such materials.

5.5 The Client agrees to indemnify, keep indemnified and hold harmless the Company from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Company incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Client of the terms of the Agreement.

6. Fee, Payments and Tax

6.1 An invoice for the Fee shall be raised after publication of the Advertisement. At the Client's option, the invoice may be raised on receipt of the Client's valid purchase order, provided that the purchase order is received by the Company prior to publication of the Advertisement.

6.2 The Client shall ensure that payment of the Fee is received by the Company within 14 days of receipt date of the invoice.

6.3 If the Client requires a purchase order or other reference number to appear on the invoice, it shall provide the same on the Order Form. Any delay in the Client's provision of a valid purchase order or other reference number, shall not delay the payment of the Fee and the Company shall be entitled to charge interest on any unpaid invoice in accordance with clause 6.5 below.

6.4 The Fee, and any additional charges, if applicable, will be stated exclusive of VAT, which shall be added at the prevailing rate as applicable and is payable by the Client.

6.5 If the Client fails to pay any sum when due, the Company shall be entitled to charge interest on the amount due at the rate of 8% per annum above the then prevailing Bank of England base and/or suspend operation of any part of the Services until payment is received in full.

7. Intellectual property rights

7.1 All Intellectual Property Rights are and shall remain the exclusive property of the Party owning them (or, where applicable, the third party from whom it's right to use the IPRs has derived).

7.2 Except as expressly provided in this agreement, no rights or obligations in respect of a Party's IPRs are granted to the other party or are to be implied from this Agreement.

7.3 All IP Materials:

7.3.1 furnished to or made available to the Client by or on behalf of Company shall remain the property of Company (or, where applicable, the third party from whom it's right to use the IPRs has derived); and/or

7.3.2 prepared by or for the Client on behalf of the Company for use, or intended use in relation to the publication of the Advertisement by the Company shall belong to Company.

7.4 Nothing shall prevent the Company from using techniques, ideas, and other know-how gained during the performance of this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any IPRs of the Client.

7.5 Further to clause 5.4 above, the Client shall, upon termination or expiration of this Agreement, however caused, immediately return, delete or destroy all IP Materials supplied to it by or belonging to the Company and must certify, on request by the Company, that it has complied with this clause 7.5.

7.6 This clause 7 shall survive the termination of this Agreement.

8. Limitation of liability

8.1 This clause sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of:

8.1.1 any material breach of this Agreement however arising;

8.1.2 any use made by the Client of the Services or any part of them; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

8.3 Without prejudice to clauses 8.1 or 8.2, the Company's total liability arising under or in connection with this Agreement, whether arising in

contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the value of the Fee

8.4 Subject to clause 8.3, neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

8.4.1 loss of profit; or

8.4.2 loss of goodwill; or

8.4.3 loss of business; or

8.4.4 loss of business opportunity; or

8.4.5 loss of anticipated saving; or

8.4.6 loss or corruption of data or information; or

8.4.7 special, indirect or consequential damage or loss suffered by the other party that arises under or in connection with this Agreement.

8.5 The provisions of this clause 8 will not limit the Company's right to recover for:

8.5.1 additional operational, administrative costs and/or expenses resulting from the direct default or delay of the Client; and/or

8.5.2 wasted expenditure or charges rendered unnecessary and incurred by the Company arising from a default or delay by the Client.

8.6 The Client acknowledges and accepts all associated risk and warrants that it has taken sufficient insurance to cover any risk associated with this Agreement.

9. Termination and Cancellation

9.1 The Client may cancel the Agreement without incurring penalty fees by notifying the Company of such cancellation in writing, provided that the Termination Notice is received by the Company at least thirty (30) days before the Copy Deadline Date of a particular publication of the Advertisement.

9.2 The Company shall not be bound by any request from the Client to stop, cancel or suspend an Advertisement unless such request is submitted in writing, complies with the provisions of this clause 9 and is confirmed in writing by the Company.

9.3 Subject to clause 9.1 above, the following penalty fees shall be payable by the Client on cancellation, and the Client acknowledges that these charges represent a genuine pre-estimate of the Company's losses:

9.3.1 25% of the total Fee if the Termination Notice is received twenty (20) Working Days or more before the Copy Deadline Date;

9.3.2 50% of the total Fee if the Termination Notice is received between twenty (20) to fifteen (15) Working Days before the Copy Deadline Date;

9.3.3 100% of the total Fee if the Termination Notice is received between fifteen (15) to five (5) Working Days before the Copy Deadline Date.

9.4 Subject to the penalty fees due under clause 9.3 above, if the Client has paid the Fee for Advertisements in advance and is entitled to an undisputed refund, the Company shall use its reasonable endeavours to pay such refund to the Client within thirty (30) Working Days of receipt of the Termination Notice.

9.5 The Company shall be entitled (without prejudice to any other remedy available to it) to treat this Agreement as repudiated if the Client:

9.5.1 being an individual dies, makes a voluntary arrangement with its creditors, its estate becomes subject to an administration order or it becomes bankrupt;

9.5.2 being a company becomes insolvent, has a receiver appointed to manage its assets or it enters into liquidation or commences to be wound up (other than for the purpose of amalgamation or reconstruction);

9.5.3 allows an encumbrancer to take possession of any of its property or assets; or

9.5.4 is unable to pay its debts as they fall due or ceases or threatens to cease to carry on business.

10. Confidentiality

10.1 The Parties acknowledge and understand that information acquired during the course of this Agreement in relation to the Services, the Parties or their affiliates should at all times be treated as confidential. Confidential information shall include but is not limited to information relating to the business and affairs of the Parties or their affiliates including but not limited to, information held by way of client databases, terms of business, information relating to business development, plans and strategies, marketing plans and projects and financial and other information of the Parties and their affiliates.

10.2 The Parties shall treat all Confidential Information as strictly confidential, shall not make use of any Confidential Information for a purpose other than for performance of their respective obligations under this Agreement and will not disclose Confidential Information to any third

party or other persons (other than to its agent, sub-contractor or any other third party advisor as may be reasonably necessary for the purposes of this Agreement). The Parties may disclose Confidential Information if and to the extent that such disclosure is required by law or such information becomes part of the public domain other than by reason of a breach of this clause by the disclosing party.

10.3 This clause 10 shall survive the termination of this Agreement.

11. Data Protection

11.1 Each party will comply with its respective obligations under the provisions of the Data Protection Legislation.

11.2 Any information obtained from the Client, or provided by the Client to the Company, will be processed in accordance with the Company's **Privacy Policy**. By providing such information, the Client consents to processing of the information and warrants that all data provided by it is accurate.

12. General Terms

12.1 The Parties acknowledge and agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.2 Any person, entity or party who is not a Party to these terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement. This term does not affect a right or remedy of a third party which exists or is available apart from that Act.

12.3 The Parties agree that time shall not be of the essence in relation to this Agreement.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement between the Parties, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter. The express terms of this Agreement are in lieu of all warranties, terms, conditions, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing other

otherwise, all of which are hereby excluded to the fullest extent permitted by law.

13.2 The parties acknowledge that in entering into this Agreement, neither party has relied on, and shall have no remedy in respect of, any statement, representation, warranty or other provision (whether oral, written, express or implied and whether negligently or innocently made) of any person (whether a party to this Agreement or not) which is not expressly set out in this Agreement (other than any fraudulent or dishonest statement, act or omission).

14. Bribery and Corruption

14.1 Each Party hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

14.2 The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:

14.2.1 Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:

(a) Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

(b) Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such

attempts through available formal or informal reporting mechanisms, unless such reporting is deemed to be counter-productive under the circumstances.

(c) Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the original instigator of the act or for any other person.

15. Amendments

15.1 No amendments to this Agreement shall be effective unless any such amendment is in writing and signed by an authorised signatory of the Parties.

16. Waivers

16.1 A failure to exercise or delay in exercising any right, remedy or power provided under this Agreement or by law does not constitute a waiver of the right, remedy or power or a waiver of any other right, remedy or power. No single or partial exercise of any right, remedy or power prevents any further exercise of it or the exercise of any other right, remedy or power.

17. Severability

17.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect the legality, validity and enforceability of the remaining provisions shall be unaffected.

18. Force Majeure

18.1 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement or for any loss or damage caused as a result of such delay or failure if such delay or failure is due to Force Majeure.

18.2 In the event of any such delay or failure as aforesaid the affected Party shall as soon as is reasonably practicable (and in any event, if possible, within 5 (five) Working Days from the time of the affected Party's delay or failure to perform its obligations) send notice in writing of the

same and the reasons for it to the other Party and the affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure.

18.3 The performance by the Company of the Services shall be deemed suspended so long as and to the extent that any such Force Majeure continues. Should the period of suspension contemplated in this clause 18.3 exceed a period of 30 days, the Term shall be extended for a period equal to the time during which the performance of the Services were suspended.

18.4 Either Party may, by written notice to the other, terminate this Agreement, or require the partial termination of any part of the Services on the occurrence in relation to that part, if a Force Majeure event endures for a continuous period of more than 60 (sixty) days.

19. No Partnership

19.1 The Company is an independent service provider with respect to the Client, and nothing in this Agreement constitutes the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allows either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Nothing herein contained or to be done under this Agreement shall be deemed to constitute a partnership between the Company and the Client or the relationship of employer and employee and neither of them shall do or permit anything to be done whereby it shall or may be represented that it is the partner of the other.

20. Notices

20.1 Notices to be given by one Party to the other under this Agreement must be in writing and sent by first class mail or by fax or delivered personally to the address given in this Agreement (or otherwise notified during the term of this Agreement). Notices will be deemed to have been received on the same day if delivered personally or by fax (provided faxes are followed by a hard copy sent by first class post), or the second following Working Day if sent by post.

21. Governing Law and Jurisdiction

21.1 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 law of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).