



ADT SYSTEMS LIMITED

MASTER SERVICES AGREEMENT

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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) ADT Systems Limited incorporated and registered in England and Wales with company number 2807519 whose registered office is at Liberty House, South Liberty Lane, Bedminster, Bristol. BS3 2ST (**Supplier**).
- (2) **Customer.**

BACKGROUND

- (A) The Supplier is in the business of providing the Services.
- (B) The Customer wishes to obtain, and the Supplier wishes to provide the Services on the terms set out in this agreement.
- (C) If the Customer wishes to obtain, and the Supplier wishes to provide the Additional Services from time to time, the Additional Services can be provided but subject to a Statement of Works being agreed between both parties.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Additional Services: any additional services beyond those set out in Schedule 1 and as agreed under clause 3.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the sums payable for the Services as set out in Schedule 1.

control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Customer's Manager: the individual being the person responsible for managing the Services on behalf of the Customer or any such other person as the Customer may

choose, subject to the Customer giving the Supplier [5] Business Days notice of any such change in writing.

Customer Materials: all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services including the items provided pursuant to clause 5(d).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables: any outputs of the Services to be provided by the Supplier to the Customer as specified in Schedule 1, a Statement of Work and/or any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestones: a date by which a part or all of the Services is to be completed, as set out in a Statement of Work.

Reference Charges: the standard charges for the Services or the framework for calculating them as set out in Schedule 1.

Service Description: the description of the services provided by the Supplier under this agreement as set out in Schedule 1.

Services: the services outlined in Schedule 1, along with any Additional Services as may be agreed under a Statement of Work from time to time.

Statement of Work: the detailed plan, agreed in accordance with clause 3, describing the Additional Services to be provided by the Supplier.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in a Statement of Work.

Supplier's Manager: the individual being the person responsible for managing the Services on behalf of the Supplier or any such other person as the Supplier may choose, subject to the Supplier giving the Supplier [5] Business Days' notice of any such change in writing..

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement.

- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on the agreed Date. Unless terminated earlier in accordance with clause 16 or this clause, this agreement shall continue for thirty six (36) months (**Initial Term**) and shall automatically extend for twelve (12) month periods (**Extended Term**) at the end of the Initial Term and subsequently at the end of each Extended Term. Either party may give written notice to the other party, not later than thirty (90) days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 2.2 This agreement is for the provision of the Services and any Additional Services to be agreed from time to time under a Statement of Work.

3. STATEMENTS OF WORK

- 3.1 Where Additional Services are requested by the Customer and the Supplier is willing to provide such Additional Services, a Statement of Work shall be agreed in writing.
- 3.2 Each Statement of Work shall form part of this agreement and not a separate contract to it.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1 The Supplier shall use reasonable endeavours to:
- (a) provide the Services and the Deliverables in accordance with this agreement;
 - (b) co-operate and comply with the Customer's reasonable instructions;
 - (c) before the date on which the Services are to start, obtain and maintain during the term of the relevant Statement of Work, all necessary licences and consents and comply with all relevant legislation in relation to:
 - (i) the Services; and
 - (ii) the installation and use of the Supplier's Equipment.
 - (d) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and that have been communicated to it under clause 5(f);
 - (e) hold all Customer Materials in safe custody at its own risk subject to a maximum value of £5000 unless otherwise agreed, maintain such Customer Materials in good condition until returned to the Customer, and not dispose

of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;

- (f) take good care of any Customer's Equipment provided by the Customer pursuant to clause 5(e);
- (g) not knowingly do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

4.2 In relation to the Supplier's personnel, the Supplier shall:

- (a) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this agreement; and
- (b) ensure that the Supplier's Manager has authority to contractually bind the Supplier on all matters relating to the Services.

5. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) ensure that the Customer's Manager has authority to contractually bind the Customer on all matters relating to the Services;
- (c) provide access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be required by the Supplier in a timely manner and at no charge, for the purposes of the Services;
- (d) provide to the Supplier all documents, information, items and materials required in the provision of the Services in a timely manner;
- (e) provide the Customer's Equipment to the Supplier by the dates specified and in the manner prescribed in Schedule 1; and
- (f) inform the Supplier of all health and safety and security requirements that apply at the Customer's premises which the Supplier will require access to.

6. DEFAULT BY THE CUSTOMER

A failure by the Customer to comply with the terms of this agreement can only relieve the Supplier from complying with its obligations under this agreement with effect from the date on which the Supplier notifies the Customer of the Customer's failure in writing.

7. CHANGE CONTROL

- 7.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect unless agreed in writing.

8. CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

- 8.2 Where the Charges are calculated on a time and materials basis:

- (a) the Supplier's standard daily fee rates as set out in Schedule 2 are calculated in accordance with Schedule 1, as appropriate, on the basis of the hours being worked during Business Hours;
- (b) the Supplier may charge on a pro-rata basis for half days worked by the Supplier's team during Business Hours.
- (c) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- (d) if the Customer has agreed to the Supplier's personnel carrying out specific work outside Business Hours the Supplier may charge for the time so spent by such personnel at an overtime rate as set out in Schedule 2.

- 8.3 Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in Schedule 2.

- 8.4 The Charges shall exclude the following costs which shall be payable by the Customer monthly in arrears, subject to submission of an appropriate invoice:

- (a) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services as such items and their costs are specified in the Statement of Work or approved by the Customer from time to time.

- 8.5 The Supplier may, at its own discretion, increase the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be the latest available figure for the percentage increase in the Retail Prices Index.

- 8.6 The Supplier shall invoice the Customer for the Charges monthly in arrears unless otherwise agreed in writing.

- 8.7 The Customer shall pay each invoice submitted to it by the Supplier within thirty (30) days of receipt to a bank account nominated in writing by the Supplier.

- 8.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 In relation to the Customer Materials:

- (a) the Customer and its licensors shall retain ownership of all IPRs in the Customer Materials; and
- (b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to the Customer.

9.2 In relation to the Deliverables:

- (a) the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
- (b) the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
- (c) the Customer shall not sub-license the rights granted in clause 9.2(b) to its Affiliates.

9.3 The Customer:

- (a) warrants that the receipt and use of the Customer Materials in the performance of this agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10. INSURANCE

During the term of this agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £1,000,000 and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11. COMPLIANCE WITH LAWS AND POLICIES

In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws and the Supplier will inform the Customer as soon as it becomes aware of any changes in those Applicable Laws.

12. DATA PROTECTION AND DATA PROCESSING

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

12.3 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

12.4 Without prejudice to the generality of clause 12.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data.
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - (e) assist the Customer, at the Customer'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;
 - (f) notify the Customer without undue delay on becoming aware of a personal data breach;
 - (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 2.
- 12.5 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14. LIMITATION OF LIABILITY

14.1 Nothing in this agreement:

- (a) shall limit or exclude liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.

14.2 Subject to clause 14.1:

- (a) neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
- (b) the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to [£50,000]
- (c) the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the greater of [£100,000] and 100 per cent (100%) of the total charges due to the Customer under this agreement.

14.3 Notwithstanding clause 14.2(a), the losses for which the Supplier assumes responsibility and which shall (subject to clause 14.2(b) and clause 14.2(c)) be recoverable by the Customer include:

- (a) sums paid by the Customer to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the terms of this agreement; and
- (b) losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier.

14.4 The Customer agrees that the provision of the Services by the Supplier, including installation or repair of components to any system, may cause data or software

programs to be damaged, destroyed or lost, whether as a direct result or indirect result of any work performed on any systems during or after the Services are completed. The Customer also agrees that it shall remain responsible for backing up all data and software programs in any system before any work is set to commence and that the Supplier shall not be responsible for loss of or recovery of data, programs, or loss of use of system(s) or network arising from the performance of the Services or any act or omission, including negligence, by the Supplier or a third party service provider.

- 14.5 The rights of the Customer under this agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

15. SUSPENSION OF SERVICES

- 15.1 The Supplier may suspend any or all services to the Customer if the Customer fails to pay any amount due within the agreed terms of thirty (30) days and being notified of such action in writing seven (7) days before any such action.
- 15.2 The Supplier may charge for re-instatement of services following any suspension of services.

16. TERMINATION

- 16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (c) 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) 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 any of its creditors;
 - (e) 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);

- (f) 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);
- (g) 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;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) 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 fourteen (14) days;
- (j) 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 16.1(c) to clause 16.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17. CONSEQUENCES OF TERMINATION

17.1 On termination or expiry of this agreement:

- (a) all existing Services shall terminate automatically;
- (b) the Customer will pay all outstanding invoices including any charges for Services in progress;
- (c) the Supplier shall within a reasonable time deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials and the Customer's Equipment. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this agreement;
- (d) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (e) the following clauses shall continue in force: clause 1 (Interpretation), (Audit), clause 9 (Intellectual property rights), clause 13 (Confidentiality), clause 14 (Limitation of liability), clause 17 (Consequences of termination),

clause 22 (Waiver), clause 23 (Severance), clause 25 (Conflict), clause 30 (Governing law) and clause 31 (Jurisdiction).

- 17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

18. FORCE MAJEURE

- 18.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, 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 that party); and
- (h) interruption or failure of utility service.

- 18.2 Provided it has complied with clause 18.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 18.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

- 18.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force

Majeure Event on its ability to perform any of its obligations under the agreement; and

- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 18.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than sixty (60) days, the party not affected by the Force Majeure Event may terminate this agreement by giving ninety (90) days' written notice to the Affected Party.

19. NON SOLICITATION

- 19.1 In order to protect the legitimate business interests of the Supplier, the Customer covenants with the Supplier that it shall not (except with the prior written consent of the Supplier) employ or engage or otherwise facilitate the employment or engagement of any person employed or engaged by the Supplier during the term of this agreement.

- 19.2 The Customer shall be bound by the covenant set out in Clause 19.1 during the term of this agreement and for a period of 6 months after termination or expiry of this agreement.

20. ASSIGNMENT AND OTHER DEALINGS

- 20.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

- 20.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that it gives prior written notice of such dealing to the Supplier.

21. VARIATION

Subject to clause 7, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

- 22.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 22.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right

or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE

- 23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 23.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ENTIRE AGREEMENT

- 24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

25. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Statements of Work, the provisions of this agreement shall prevail.

26. NO PARTNERSHIP OR AGENCY

- 26.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

28. NOTICES

28.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to clientservices@adtsystems.co.uk for the Supplier and a nominated email address for the Customer subject to change from time to time for which notice must be provided in writing to the other party.

28.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting; or
- (c) if sent by email, at 9.00am on the next Business Day after transmission.

28.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. COUNTERPARTS

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

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

29.3 No counterpart shall be effective until each party has executed at least one counterpart.

30. GOVERNING LAW

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

31. JURISDICTION

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

This agreement has been entered into on the date stated at the beginning of it

