

## PARTNERSHIP CONDITIONS

These Conditions apply to the Services which the Supplier supplies to the Provider Partner. Before accepting the Partnership Proposal, the Provider Partner agrees to be bound by these Conditions and for the Contract to govern the Provider Partner's use of the Services. The Provider Partner confirms it's authorised signatory signing this Partnership Proposal on its behalf has the authority to act on behalf of the Provider Partner.

## DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions.

<b>Additional Services</b>	any additional services requested by the Provider Partner after the Commencement Date which the Supplier agrees to supply to the Provider Partner in accordance with clause 3.1.4.
<b>Annex</b>	the annex appended to these Conditions.
<b>Applicable Laws</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) all applicable laws, statutes, regulations or subordinate legislation;</li> <li>(b) all binding court order, judgement or decree;</li> <li>(c) all guidance, industry code, policy or standard enforceable by law; or</li> <li>(d) all applicable direction, policy, rule or order made or given by any relevant regulator or relevant authority having jurisdiction over that party or any of that party's assets, resources or business in any jurisdiction,</li> </ul> <p>from time to time, in each case applicable to or binding upon that party.</p>
<b>Bribery Laws</b>	the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in

	any other relevant jurisdiction.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for business.
<b>Charges</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the Managed Distribution Services Charges; and</li> <li>(b) the charges payable by Provider Partner to the Supplier for the supply of the Additional Services as agreed by the Provider Partner and the Supplier in writing in accordance with clause 3.1.4,</li> </ul> <p>in each case as may be amended by the Supplier giving written notice to the Provider Partner in accordance with the terms of the Contract or as agreed by the Provider Partner and the Supplier in writing.</p>
<b>Commencement Date</b>	the date on which the Contract comes into force in accordance with clause 2.3 which, unless specified otherwise in the Partnership Proposal, is the date when both parties accept and sign the Partnership Proposal.
<b>Conditions</b>	these terms and conditions for the supply of the Services, as amended, varied or supplemented from time to time in accordance with clause 22.
<b>Confidential Information</b>	the confidential information of either party as defined in clause 9.1.
<b>Contract</b>	the legally binding agreement (as amended, varied or supplemented from time to time) between the Supplier and the Provider Partner for the supply of the Services to the Provider Partner by the Supplier incorporating the terms set out in all the unexpired Partnership Proposals between the Supplier and the Provider Partner and these Conditions.
<b>Contract Year</b>	a period of twelve (12) months from the Commencement Date, and (if any) each successive period of twelve (12) months during the Term

	and the period (if any) starting on the day following expiry of the last such period of 12 months and ending on the date on which the Contract expires or is terminated.
<b>Control</b>	has the meaning given to it in section 1124 of the Corporation Tax Act 2010.
<b>Deliverable</b>	any deliverable the Supplier supplies to the Provider Partner in connection with the Services, including brochures and materials relating to the Event(s).
<b>Disclosing Party</b>	a party who provides Confidential Information or on whose behalf Confidential Information is provided.
<b>Event(s)</b>	a physical or virtual or hybrid event arranged or hosted by the Supplier or any of its Group Companies which includes at least one presenter from the Provider Partner.
<b>FSMA Order 2001</b>	Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended).
<b>Force Majeure Event</b>	an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, drought, pandemic, lightning, earthquake or other natural disaster; war, insurrection, civil war, riot or civil unrest, terrorist attack, military operations or imposition of sanctions; acts or omissions of government or other appropriate body; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; denial of service or malicious technological attack; interruption or failure of material(s) required for performance of the Contract, trade blockage or embargo; strike lockout or boycott or other

	industrial action.
<b>Group Companies</b>	<p>in respect of a person, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time ("Holding Company" and "Subsidiary" having the meanings set out in section 1159 Companies Act 2006, and for the purposes of section 1159(1) a company (the first company) will be treated as a member of another company if:</p> <ul style="list-style-type: none"> <li>(a) any of its subsidiaries is a member of that other company; or</li> <li>(b) any shares in that other company are held by a person acting on behalf of the first company or any of its subsidiaries; or</li> <li>(c) any shares in that other company are registered in the name of a person (or its nominee) by way of security or in connection with the granting of security over those shares by the first company).</li> </ul>
<b>Insolvency Event</b>	<p>in respect of either party, one or more of the following events affecting such party (the "Affected Party"):</p> <ul style="list-style-type: none"> <li>(a) the Affected Party ceases or threatens to cease to carry on all or a substantial part of its business or suspends all or substantially all of its operations, or suspends payment of its debts or becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123, 222, 223, 224 or 268 of the Insolvency Act 1986 (assuming, if necessary, that such sections apply to the Affected Party);</li> <li>(b) a winding-up petition is presented in respect of the Affected Party is not set aside within (fourteen) 14 days or circumstances arise which</li> </ul>

	<p>entitle a court of competent jurisdiction to make a winding up order of the Affected Party;</p> <p>(c) the Affected Party enters into liquidation (as defined in section 247(2) of the Insolvency Act 1986) either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the other party) or a provisional liquidator is appointed in respect of the Affected Party;</p> <p>(d) notice of intention to appoint an administrator is served in respect of the Affected Party or a petition or an application for an administration order is presented or a notice of appointment of administration is served in respect of the Affected Party or an administration order is made under part II of the Insolvency Act 1986 in respect of the Affected Party is filed at court;</p> <p>(e) an administrative receiver, receiver or manager or similar officer is appointed under part III of the Insolvency Act 1986 in respect of the whole or any part of the Affected Party's assets or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Affected Party;</p> <p>(f) an application for an interim order under part VIII of the Insolvency Act 1986 is made;</p> <p>(g) the Affected Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;</p> <p>(h) a distress, execution or other legal process is taken or steps are taken to enforce any</p>		<p>encumbrance over all or part of the assets and/or undertaking of the Affected Party;</p> <p>(i) the Affected Party (being the Provider Partner only) sells its business (or any part thereof) relating to the Managed Distribution Services;</p> <p>(j) a provisional liquidator is appointed under section 135 of the Insolvency Act 1986;</p> <p>(k) the Affected Party is subject to an event analogous to (a) to (j) above in any other jurisdiction.</p>
		<b>Intellectual Property Rights</b>	<p>all intellectual and industrial property rights of any kind whatsoever patents, supplementary protection certificates, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, registered trade marks, unregistered trade marks, trade names, registered designs, models, unregistered design rights, topography rights, any rights in any invention, discovery or process, rights in goodwill, rights in Confidential Information (including rights in Know-how and trade secrets), rights to prevent passing off or unfair competition, business names and domain names 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, extensions, continuations, divisions, reissues, re-examinations and substitutions of such rights or applications, and rights to claim priority from, whether vested, contingent or future, such rights and all similar or equivalent rights or form of protection which subsist or will subsist now or in the future in any part of the world.</p>
		<b>Know-how</b>	<p>formulae, methods, plans,</p>

	inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions.
<b>Liability</b>	any and all liability howsoever arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract, in each case howsoever caused including if caused by negligence. "Liable" and "Liabilities" shall be interpreted accordingly.
<b>Managed Distribution Services</b>	the services supplied to the Provider Partner by the Supplier as set out in the Partnership Proposal.
<b>Managed Distribution Services Charges</b>	the charges payable by the Provider Partner to the Supplier for the Managed Distribution Services as set out in the Partnership Proposal.
<b>Minimum Term</b>	the minimum term of the Contract as specified in the Partnership Proposal.
<b>Notice Period</b>	the notice period for termination of the Contract as set out in the Partnership Proposal.
<b>Partnership Proposal</b>	the document (as amended, varied or supplemented from time to time) setting out, without limitation, details of the: <ul style="list-style-type: none"> <li>(a) Provider Partner;</li> <li>(b) Supplier;</li> <li>(c) the Managed Distribution Services;</li> <li>(d) the Managed Distribution Services Charges;</li> <li>(e) the Minimum Term; and</li> <li>(f) the Notice Period.</li> </ul>
<b>Provider Partner</b>	a person agreeing to receive the supply of the Services from the Supplier as set out in the

	Partnership Proposal.
<b>Provider Partner's Licensed Rights</b>	the registered or unregistered trademarks owned by the Provider Partner or any of its Group Companies as set out in the Partnership Proposal.
<b>Recipient</b>	a party who receives Confidential Information or on whose behalf Confidential Information is received.
<b>Representatives</b>	in respect of a party, means any of that party's and any of its Group Companies respective officers, directors, employees, consultants, sub-contractors, agents and professional advisers and "Representative" means any of them.
<b>Services</b>	the Managed Distribution Services and the Additional Services (in each case as applicable).
<b>Sterling and £</b>	the lawful currency of the UK.
<b>Supplier</b>	the company supplying the Services to the Provider Partner as specified in the Partnership Proposal.
<b>Supplier Personnel</b>	all employees, staff, other workers, agents and consultants of the Supplier or any of its Group Companies and of any sub-contractors who are engaged in the supply of the Services from time to time.
<b>Supplier's Licensed Rights</b>	the registered or unregistered trademarks owned by the Supplier or any of its Group Companies as set out in the Partnership Proposal.
<b>Term</b>	has the meaning given in clause 15.
<b>VAT</b>	value added tax or any equivalent tax chargeable in the UK.

1.2 Unless otherwise provided or the context otherwise requires, references to clauses are to the clauses of these Conditions and references to paragraphs are to the paragraphs of the Annex.

1.3 The Annex to the Conditions forms part of these Conditions and will have the same force and effect as if set out in the body of these Conditions and any reference to these

- Conditions will include the Annex.
- 1.4 Clause, the Annex and paragraph headings shall not affect the interpretation of these Conditions.
- 1.5 References to a 'party' or to the 'parties' will mean the Supplier and the Provider Partner (and include personal representatives, successors and permitted assigns) as the context requires.
- 1.6 A reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and any other legal or commercial entity or undertaking and its personal representatives, successors and permitted assigns.
- 1.7 A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.9 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.10 A reference to 'writing' or 'written' includes email but not fax.
- 1.11 A reference to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the Liability of a party under the Contract.
- 1.12 References to re-enactment of any statute or statutory provision (including any subordinate legislation) include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 or any other legislation relating to the withdrawal of the United Kingdom from the European Union.
- 1.13 Any reference to the Contract will include the Partnership Proposal(s) and these Conditions.
- 1.14 References to the Contract are references to the Contract as varied from time to time in accordance with clause 22 and as assigned or novated from time to time.
- 1.15 An obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.
- 2 PARTNERSHIP PROPOSAL AND APPLICATION OF THESE CONDITIONS**
- 2.1 The Partnership Proposal constitutes the Provider Partner's offer to the Supplier to purchase the Services subject to these Conditions. These Conditions will in all cases be deemed to be incorporated into and govern the Contract.
- 2.2 The Supplier shall have sole discretion to accept or reject a Partnership Proposal or amend it or withdraw from it at any time.
- 2.3 A Contract will become legally binding at the earlier of the following events:
- 2.3.1 an authorised signatory of the Supplier signs the Partnership Proposal; or
- 2.3.2 the Supplier notifies the Provider Partner that it is ready to supply or perform the Services; or
- 2.3.3 the Supplier supplies or performs the Services to the Provider Partner.
- 2.4 The Provider Partner acknowledges and agrees that these Conditions:
- 2.4.1 set out the basis on which the Supplier will supply the Services to the Provider Partner and these Conditions will in all cases be deemed to be incorporated into and govern the Contract between the Supplier and the Provider Partner;
- 2.4.2 apply to every Partnership Proposal for the supply of the Services to the Provider Partner by the Supplier;
- 2.4.3 supersede any previously agreed terms and conditions between the Supplier and the Provider Partner relating to supply of the Services; and
- 2.4.4 will apply to the exclusion of all other terms and conditions including any terms and conditions which the Provider Partner purports to apply under any purchase order and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.5 For the avoidance of doubt, any marketing and other promotional material relating to the Services are for illustrative purposes only and do not form part of the Contract.



### 3 SUPPLY OF THE SERVICES

- 3.1 The following conditions apply to the supply of the Services:
  - 3.1.1 subject to the Provider Partner paying the Charges to the Supplier as set out in the Partnership Proposal and in accordance with clause 4, the Supplier shall supply the Services from either the Commencement Date or within the estimated timescales (as specified by the Supplier) until the termination of the Contract in accordance with these Conditions. The estimated timescales shall commence on the date the Supplier receives all instructions and information from the Provider Partner required for the supply of the Services;
  - 3.1.2 the Services shall be supplied by the Supplier as a package and not as separate individual services and accordingly will be treated the same for the purposes of the Contract, including, without limitation, for payment of the Charges, supply of the Services, suspension of the Services and termination of the Contract.
  - 3.1.3 the Supplier reserves the right, as determined by it in its sole discretion, and without any Liability to the Provider Partner to make any change, improvement, substitution or modification to any element or part of the Services at any time supplied that such improvement, substitution or modification shall not materially affect the scope of the Services. Where practicable, the Supplier shall give reasonable notice to the Provider Partner of the foregoing;
  - 3.1.4 the Provider Partner may request and the Supplier may from time to time agree to provide Additional Services to the Provider Partner, such agreement to be in writing by means of a Partnership Proposal for the purposes of the Contract. The Supplier will not be under any obligation to provide such requested Additional Services unless agreed in writing as aforementioned. Such Additional Services shall be provided by the Supplier as a package and not as separate individual services and accordingly will be treated the same for the purposes of the Contract, including, without limitation, for payment of the Charges, supply of the Services, suspension of the Services and termination of the Contract. For the avoidance of doubt, these Conditions shall apply to and govern the Additional Services;
  - 3.1.5 where certain Deliverables (including, without limitation, Events) are included in the Services in each Contract Year as set out in the Partnership Proposal or agreed in writing from time to time and such Deliverables are cancelled, then the Provider Partner is entitled to take up any substitute Deliverables offered by the Supplier within 90 days of the end of the relevant Contract Year failing which the Deliverables will automatically lapse and may no longer be taken up by the Provider Partner in any subsequent Contract Year;
  - 3.1.6 the Services (or any part thereof) and the Deliverables (or any part thereof) are supplied to the Provider Partner for its internal business use only and the Provider Partner agrees to always comply with and ensure all its Representatives comply with clause 8 and not use or attempt to use the Services (or any part thereof) and/or the Deliverables (or any part thereof) for any re-sale purposes or display, disclose, operate, market, or promote or otherwise commercially exploit, or otherwise make the Services (or any part thereof) or the Deliverables (or any part thereof) available to any third party;
  - 3.1.7 all timescales for the supply of the Services are estimates only and accordingly, the Supplier shall not be Liable for any failure, delay or error in delivery nor shall the Supplier be Liable for any consequential losses arising from such circumstances;
  - 3.1.8 the Supplier shall use all reasonable endeavours to meet any estimated performance dates specified by it, provided that if no estimated performance dates are so specified, the Supplier shall perform the Services within a reasonable time; and
- 3.2 the Provider Partner shall be responsible, at its own cost, for providing the Supplier with any information reasonably required for the supply of the Services within sufficient time to enable the Supplier to perform its obligations and exercise its rights under the Contract. The Supplier shall not be Liable for any delay in supplying the Services caused by the Provider Partner's failure to:
  - 3.1.1 provide the Supplier with adequate instructions to supply the Services and perform its obligations under the Contract;
  - 3.1.2 furnish the Supplier with all reasonably requested information and materials required

in order for the Supplier to supply the Services;  
or

- 3.1.3 furnish the Supplier with factually correct information.
- 3.2 The Supplier and the Provider Partner agree that the Services are not regulated activities as defined in Part II of the FSMA Order 2001 and as such, the Services are not subject to any applicable laws nor the FCA rules and guidance relating to regulated activities.

#### **4 CHARGES AND PAYMENT**

- 4.1 The Provider Partner shall pay to the Supplier the Charges as set out in each unexpired Partnership Proposal formed in accordance with this clause 4.
- 4.2 From the Commencement Date, The Provider Partner will pay the Charges to the Supplier monthly in arrears in equal monthly payments throughout the Term by using such method as agreed by the Supplier in writing.
- 4.3 The Supplier may increase the Charges on an annual basis by the higher amount of:
  - 4.3.1 the annual percentage increase in the Retail Price Index ("RPI") published by the Office for National Statistics in January of the relevant year; or
  - 4.3.2 5% of the Charges, such increase in Charges to take effect on 1 January of each Contract Year or at each anniversary of the Commencement Date and use the RPI figure published in January of that year. Notwithstanding the Charges set out in the Partnership Proposal, the Partnership Proposal shall be amended accordingly. The Supplier shall notify the Provider Partner of any increase in the Charges in accordance with this clause 4.3 by giving ten (10) Business Days' notice in advance of the applicable 1 January or anniversary of the Commencement Date.
- 4.4 The Supplier shall invoice the Provider Partner for the Services on a monthly basis.
- 4.5 Unless otherwise agreed in writing between the parties or set out in the Partnership Proposal, the Provider Partner shall pay the invoice within thirty (30) days of the invoice date.
- 4.6 Subject to clause 4.7, any invoice issued by the Supplier in respect of the Charges shall, save in the case of manifest error, be final, conclusive and binding on the Provider Partner.
- 4.7 The Provider Partner shall have five (5)

Business Days from the date of the invoice in which to dispute an invoice. If the invoice has not been disputed before the end of five (5) Business Days, the invoice shall be deemed to have been approved.

- 4.8 Subject to clause 4.7, if the Provider Partner determines in good faith that any invoice submitted by the Supplier is invalid or that the amount being claimed is incorrect for any reason, then the Provider Partner shall advise the Supplier accordingly in writing. The Provider Partner shall provide details of the invoice and the amount in dispute and if the Supplier agrees, it shall re-submit the invoice to the Provider Partner within five (5) Business Days of receiving the Provider Partner's notice of dispute. If the parties cannot agree the validity of the amount being disputed, then the nominated representative of each party (or their nominees) shall discuss and resolve the matter. If the parties cannot agree any such revised or reviewed invoice the provisions of clause 18 shall apply.
- 4.9 Except in the case of manifest error or where the invoice or part thereof is the subject of a bona fide dispute, if the Provider Partner fails to make any payment due to the Supplier within thirty (30) days after the payment due date, then without prejudice to the Supplier's other rights and remedies, the Supplier may, until payment has been received in full:
  - 4.9.1 suspend the supply of the Services and the Supplier shall be under no obligation to supply the Services while the invoice(s) concerned remain unpaid and until payment of all overdue sums has been made; and
  - 4.9.2 claim interest on a daily basis on such due amount at an annual rate equal to four (4%) per cent over the then current base lending rate of Barclays Bank plc from time to time, but at four (4%) per cent a year for any period when that base rate is below 0%, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 4.10 Any omission or delay by the Supplier in invoicing the Charges shall not prohibit the Supplier from raising an invoice at a later date in respect of the same nor shall it relieve the Provider Partner of the Liability to pay it.
- 4.11 All Charges, sums and payments under the Contract:
  - 4.11.1 shall be payable in pounds Sterling;
  - 4.11.2 are, subject to clause 13, non- cancellable and non-refundable; and

4.11.3 are exclusive of VAT.

4.12 Unless the Supplier notifies the Provider Partner otherwise, the Supplier will be entitled, by giving the Provider Partner written notice, to appropriate any payment made by the Provider Partner to any payment it owes the Supplier.

## **5 SET-OFF**

5.1 The Supplier shall be entitled to set-off under the Contract any Liability which it has or any sums which it owes to the Provider Partner under the Contract or under any other contract which the Supplier has with the Provider Partner.

5.2 Unless otherwise expressly stated in the Contract, or required by law, the Provider Partner shall pay all Charges and sums due under the Contract in full and without any set-off, counterclaim, deduction or withholding of any kind.

## **6 PROVIDER PARTNER'S OBLIGATIONS AND WARRANTIES**

6.1 The Provider Partner shall not use the Services:

6.1.1 to facilitate illegal activity;

6.1.2 to violate any Applicable Laws or Intellectual Property Rights which it does not have the right to use;

6.1.3 in a manner that is unlawful, causes damage or injury to any person or property;

6.1.4 for any fraudulent, illegal or unauthorised use;

6.1.5 in a manner that damages the reputation of the Supplier or any of its Group Companies; or

6.1.6 causes the Supplier or any of its Group Companies to be Liable for any costs, losses, expenses, damages or suffer any Liability, and the Supplier reserves the right, without Liability to the Provider Partner or prejudice to its other rights and remedies, to suspend, without notice, the supply of the Services if the Provider Partner breaches this clause 6.1.

6.2 The Provider Partner shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services. In the event of any such unauthorised access or use, the Provider Partner shall immediately notify the Supplier.

6.3 The Provider Partner shall:

6.3.1 provide the Supplier with all such information and data (including Shared Personal Data) as is reasonably required by the Supplier from time to time for the purposes of performing its obligations or exercising its rights under the Contract;

6.3.2 ensure that all data (including Shared Personal Data and electronic records) and information which it provides (or is provided on its behalf) to the Supplier and/or are made available to the Supplier are accurate, adequate and complete; and

6.3.3 provide the Supplier with adequate, accurate and timely assistance and co-operation in all matters relating to the Contract, In the event of any delays in the Provider Partner's provision of such assistance, information or materials as required by the Supplier from time to time or agreed by the parties, the Supplier may adjust any agreed timescales as reasonably necessary;

6.3.4 provide the Supplier with all necessary access to the Provider Partner's systems, records and documentation to enable the Supplier to perform its obligations or exercise its rights under the Contract; and

6.3.5 carry out all its responsibilities and obligations as specified in the Contract in a timely and efficient manner.

6.4 Without prejudice to clause 14.1, if the Provider Partner fails to perform any of its obligations under this clause 6 including to the standards required by the relevant date as notified by the Supplier from time to time, then the date for supply of the Services and performance of any of the Supplier's obligations, which relate to and/or are dependent on such performance by the Provider Partner, will be extended by a period as notified by the Supplier as reasonably required to manage the impact of the Provider Partner's such defect or delay in the performance of its obligations and the Supplier will have no Liability to the Provider Partner for the same.

6.5 If the Provider Partner considers the Supplier to be in breach of any of its obligations contained in the Contract, then the Provider Partner shall advise the Supplier in writing and shall provide the Supplier with a reasonable opportunity to rectify such breach.

6.6 The Provider Partner warrants that it shall obtain and maintain and comply with all necessary licences, registrations, consents, and permissions necessary for the Supplier or its Representatives to perform its obligations under the Contract.

6.7 The Provider Partner warrants that it shall obtain, maintain and comply with all necessary licences, permissions, registrations or consents necessary to use the Services.

6.8 The Provider Partner warrants that it shall



comply with all Applicable Laws.

## **7 SUPPLIER'S OBLIGATIONS**

- 7.1 The Supplier shall perform the Services with reasonable skill and care.
- 7.2 Clause 7.1 shall not apply to the extent the Provider Partner fails to provide the Supplier with correct and requested information, data or materials.
- 7.3 The Supplier shall comply with all Applicable Laws.
- 7.4 The Supplier shall ensure that:
  - 7.4.1 each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged; and
  - 7.4.2 there is an adequate number of Supplier's Personnel to provide the Services properly.
- 7.5 Following removal of any of the Supplier's Personnel for any reason, the Supplier shall ensure such person is replaced with another person that has the necessary training and skills to meet the requirements of the Services.
- 7.6 The Supplier:
  - 7.6.1 does not warrant the Provider Partner's use of the Services shall be uninterrupted or error-free;
  - 7.6.2 makes no representation or warranties (whether express or implied), it does not endorse or guarantee, nor does it assume responsibility or any Liability with respect to the accuracy completeness, legality, reliability and quality of any content or material made available under the Services or the Deliverables and under no circumstances will the Supplier be Liable for any losses, damages, costs, expenses or any Liability arising from the Provider Partner's reliance on any information or any content supplied by the Supplier under the Services or the Deliverables;
  - 7.6.3 gives no warranties in relation to the Services. All warranties (whether express or implied), conditions, obligations or implied terms which might otherwise be implied into the Contract by statute, custom or at law (including without limitation, any warranties of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted by law.

## **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 With effect from the Commencement Date until the termination of the Contract and subject to the Provider Partner's compliance with this clause 8, the Supplier grants the

Provider Partner a non-exclusive licence to use within the United Kingdom the Deliverables (and any Intellectual Property Rights in the Deliverables) solely for the Provider Partner's own business purposes to the extent necessary to receive and use the benefit of the Services.

- 8.2 For the duration of the Term, the Provider Partner grants to the Supplier, free of charge, a non-exclusive and non-transferable, non-sublicensable, royalty-free licence to use the Provider Partner's Licensed Rights for the performance of the Services, for advertising, marketing and promoting the Services, including, without limitation, for display on the Supplier websites, advertising materials, announcements and communications.
- 8.3 The Supplier shall ensure that any display of the Provider Partner's Licensed Rights shall comply with brand guidelines issued or notified to the Supplier by the Provider Partner from time to time.
- 8.4 For the duration of the Term, the Supplier grants the Provider Partner, free of charge, a non-exclusive and non-transferable, non-sublicensable, royalty-free licence to use the Supplier's Licensed Rights for advertising, marketing and promoting the Services, including, without limitation, for display on the Provider Partner's websites, advertising materials, announcements and communications.
- 8.5 The Provider Partner shall ensure that any display of the Supplier's Licensed Rights shall comply with the Supplier's instructions and any brand guidelines issued or notified to the Provider Partner by the Supplier from time to time.
- 8.6 Each party agrees that it will:
  - 8.6.1 not do anything or cause anything to be done which would prejudice the other party's Intellectual Property Rights or damage or diminish the goodwill or reputation of the other party;
  - 8.6.2 notify the other party as soon as it becomes aware of any improper or unlawful use or actual, alleged, threatened or potential infringement of the other party's Intellectual Property Rights and shall, cooperate and assist the other party and/or any of its Group Companies with any claims or proceedings brought or threatened in respect of the party's Intellectual Property Rights; and
  - 8.6.3 not take any action which might invalidate the Intellectual Property Rights owned by the other

party.

8.7 The Provider Partner must:

8.7.1 save to the extent expressly permitted by the Supplier, not modify, alter, adapt, make error corrections to or in any way interfere with any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier or merge them with or incorporate them into other products, services, data, programs or systems or attempt to do any of these things;

8.7.2 save to the extent expressly permitted by the Supplier, not remove or alter any copyright notices or similar proprietary devices, including any electronic watermarks or other identifiers, that may be incorporated in any Deliverables (or any part thereof) provided or made available by the Supplier;

8.7.3 not assign, novate, sub-license, rent, lease, sell, pledge, charge, transfer or otherwise dispose of or grant rights over or out of any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier and will not attempt to do any of those things; and

8.7.4 notify the Supplier immediately if it becomes aware of any unauthorised use by any person of any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier.

8.8 Subject to clause 8.2 and clause 8.4, the parties agree that nothing in this Contract shall assign or transfer to the other party, any Intellectual Property Rights owned by either party or any of its Group Companies.

8.9 The Provider Partner agrees to indemnify the Supplier against all Liabilities, costs, expenses, damages and losses arising out of and or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of:

8.9.1 the Services (or any part thereof) and/or Deliverable (or any part thereof) by the Provider Partner; or

8.9.2 the Provider Partner's Intellectual Property Rights.

## 9 CONFIDENTIALITY

9.1 Confidential Information means, subject to clause 9.4:

9.1.1 any information (whether written, oral, in electronic form or in any other media) that is

disclosed in connection with the Contract by or on behalf of the Disclosing Party (or one of the Disclosing Party's Representatives) to the Recipient or any of the Recipient's Representatives whether before, on or after the date of the Contract and that relates (in whole or in part) to the Disclosing Party's or any of the Disclosing Party's Group Companies businesses;

9.1.2 copies of information described in clause 9.1.1, including any document, electronic or audio file, note extract, analysis or any other representation or recording which contains, reflects or is derived from such information;

9.1.3 any information (whether written, oral, in electronic form or in any other media) disclosed by the Supplier (or one of the Supplier's Representatives) that is contained in or relates to the Deliverables (or any part thereof) and/or the nature, specification or performance of the Services (or any part thereof); and

9.1.4 the terms of or subject matter of the Contract or any discussions or documents in relation to it, and in respect of such information each party will be deemed to be a Recipient.

9.2 The Recipient will at all times, but subject to clause 9.3 and clause 9.4:

9.2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this clause 9;

9.2.2 use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under the Contract;

9.2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to perform its obligations and exercise its rights under the Contract; and

9.2.4 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

9.3 The Recipient may disclose Confidential Information:

9.3.1 to those of the Recipient's Representatives who need access to that Confidential Information in order for the Recipient's obligations under the Contract to be performed and the Recipient's rights under the Contract to be exercised. Prior to any such disclosure the Recipient must make

that Representative aware of the fact that the Confidential Information is confidential and secret and the obligations of confidentiality contained in this clause 9 and (unless that Representative is an employee, director or officer of the Recipient) the Recipient will procure that such Representative will enter into a confidentiality agreement with the Recipient on terms substantially equivalent to those contained in this clause 9; and

9.3.2 to the extent required by law, by an order of a court of competent jurisdiction or by any securities exchange, listing authority, governmental or regulatory authority to which the Recipient is subject or to which it submits. Where reasonably practicable and lawful the Recipient will notify the Disclosing Party in writing in advance of such disclosure, will consult with the Disclosing Party as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as reasonably possible, with the terms of the Contract.

9.4 Subject to clause 9.5, the Recipient's obligations under this clause 9 will not extend to Confidential Information which:

9.4.1 the Disclosing Party agrees in writing is not Confidential Information;

9.4.2 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause 9 by the Recipient or any of the Recipient's Representatives;

9.4.3 the Recipient can prove to the reasonable satisfaction of the Disclosing Party from written records or other substantive evidence:

9.4.3.1 has been received by the Recipient (or one of the Recipient's Representatives) at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient (or the relevant Representative); or

9.4.3.2 was independently developed by the Recipient (or one of the Recipient's Representatives) without any breach of the Contract.

9.5 Clause 9.4.3 will not apply to the Confidential Information referred to in clause 9.1.3.

9.6 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of clause 9.2 by the Recipient. Accordingly, the Disclosing Party (or any of the Disclosing Party's Group Companies)

will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by the Recipient.

## 10 DATA PROTECTION

10.1 Each party shall comply with its obligations and may exercise its rights and remedies in respect of the Shared Personal Data as set out in the Annex.

10.2 Each party and its respective Representatives shall ensure that in performing its obligations under the Contract, it will comply with all applicable requirements under the Data Protection Legislation.

## 11 ANTI-BRIBERY

11.1 For the purposes of this clause 11 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

11.2 Each party shall ensure that it and each person referred to in clauses 11.2.1 to 11.2.3 (inclusive) does not, by any act or omission, place the other party in breach of any Bribery Laws. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

11.2.1 either party's Representatives (including all direct and indirect sub-contractors, suppliers and other intermediaries);

11.2.2 all others associated with either party; and

11.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 11.2.1 and 11.2.2, involved in connection with the Contract so comply.

11.3 Without limitation to clause 11.2, either party shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

11.4 The party in default shall immediately notify the non-defaulting party as soon as it becomes aware

of a breach or possible breach of any of the requirements in this clause 11.

- 11.5 Any breach of clause 11 by the party in default shall be deemed a material breach of the Contract that is not remediable and shall entitle the non-defaulting party to immediately terminate the Contract by notice under clause 16.

## 12 MODERN SLAVERY

- 12.1 Each party undertakes, warrants and represents that:

- 12.1.1 neither it nor any of its Representatives have:

- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

- 12.1.2 it shall comply with the Modern Slavery Act 2015; and

- 12.1.3 it shall notify the other immediately in writing if it becomes aware or has reason to believe that it, or any of its Representatives have breached or potentially breached any of its obligations under this clause 12. Such notice to set out full details of the circumstances concerning the breach or potential breach of the defaulting party's obligations.

- 12.2 Any breach of clause 12.1 by the party in default shall be deemed a material breach of the Contract and shall entitle the non-defaulting party to terminate the Contract in accordance with clause 16.

## 13 LIMITATION OF LIABILITY

- 13.1 The extent of each party's Liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other manner and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.

- 13.2 Except as expressly stated in the Contract, the Provider Partner shall assume sole responsibility for any results obtained from the use of the Services by the Provider Partner and for any conclusions drawn from such use.

- 13.3 The Supplier shall have no Liability for any damage caused by errors or omissions in any information,

instructions or scripts provided to the Supplier by the Provider Partner or on its behalf in connection with the Services, or any action taken by the Supplier at the Provider Partner's direction;

- 13.4 The Provider Partner acknowledges and agrees that the Supplier shall not be responsible nor have any Liability for:

- 13.4.1 any delay or failure to supply the Services to the extent that it arises out of or is contributed by:

- 13.4.1.1 any failure of the Provider Partner's own infrastructure, software, computer systems or network systems;

- 13.4.1.2 any acts or omissions of the Provider Partner or its Representatives;

- 13.4.1.3 the Supplier relying on any incomplete or inaccurate data provided by or on behalf of the Provider Partner;

- 13.4.1.4 the Supplier complying with any instruction or request by the Provider Partner or any of its Representatives;

- 13.4.1.5 any faults, failures, connections or defects from a supplier or venue provider of the Supplier, including, without limitation, IT security breaches, data breaches, cyber-attacks (including ransomware and hack attacks), transmission of viruses, data connectivity problems, service degradation and slow systems due to high usage;

- 13.4.2 the Provider Partners improper use or operation of the Services;

- 13.4.3 the Provider Partners use of the Services in breach of the Contract; or

- 13.4.4 the Provider Partners fraudulent, illegal or unauthorised use of the Services.

- 13.5 The Provider Partner acknowledges and agrees that it shall be Liable at all times for the acts and omissions of its Representatives and any reference to Liability of the Provider Partner shall extend to Liability of its Representatives.

- 13.6 Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:

- 13.6.1 that cannot be excluded or restricted in the Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;

- 13.6.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

- 13.6.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

- 13.7 Always subject to clause 13.6, neither party shall be Liable to the other party for any:



- 13.7.1 loss of profit (whether direct, indirect or consequential);
- 13.7.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- 13.7.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- 13.7.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- 13.7.5 loss of bargain (whether direct, indirect or consequential);
- 13.7.6 liability to third parties (whether direct, indirect or consequential);
- 13.7.7 loss or damage arising out of any failure by the other party to keep full and up to date security copies of any computer program and data held or used by or on behalf of the other party (whether direct, indirect or consequential); or
- 13.7.8 indirect, consequential or special loss.
- 13.8 Subject to clause 13.6 and clause 13.7, the Suppliers maximum aggregate Liability (including interest and costs) to the Provider Partner arising out of or in connection with its performance or contemplated performance of the Contract or as a result of the Supplier's negligence or failure to comply with these Conditions shall, in each Contract Year, be limited to 100% of Charges paid by the Provider Partner in that Contract Year.
- 13.9 Whilst the Supplier will use reasonable endeavours to ensure the accuracy and completeness of the Deliverables, including by adapting the Deliverables to the Provider Partner's lawful and reasonable instructions, maintaining and complying with internal quality and assurance procedures and carrying out appropriate due diligence, the Deliverables will not always be tailored to the Provider Partner's individual business needs. The Supplier gives no warranty, guarantee or assurance that the Deliverables will be accurate and complete and/or suitable for the Provider Partner's requirements and/or fit for any purpose the Provider Partner may require. It is therefore the Provider Partner's responsibility to determine whether the Deliverables meet its requirements and/or intended use. As a result, subject to clause 13.6, the Supplier will have no Liability to the Provider Partner for any losses (whether direct, indirect or consequential) incurred or suffered by the Provider Partner or any of its clients in reliance on the Deliverables and/or the information contained within the Deliverables. The Provider Partner accept that it acts on information contained within the Deliverables at its own risk.
- 13.10 Subject to clause 13.6 and clause 13.7, the Provider Partner's maximum aggregate Liability arising out of in connection with its performance or contemplated performance of the Contract or as a result of the Provider Partner's negligence or failure to comply with these Conditions shall, in each Contract Year, be limited to 100% of the Charges paid by the Provider Partner in that Contract Year.
- 13.11 Nothing in the Contract will operate to exclude or restrict the Provider Partner's Liability to the Supplier for any indemnity given by the Provider Partner under the Contract.
- 13.12 If the Supplier is jointly and severally Liable to the Provider Partner with any other party, whether or not the Provider Partner in fact claims against another party, subject at all times to clause 13.6:
  - 13.12.1 the Supplier shall only be Liable to pay the Provider Partner the proportion which is found to be fairly and reasonably due to the Supplier's fault; and
  - 13.12.2 the Supplier shall not be Liable to pay the Provider Partner the proportion which is due to the fault of another party or for which another party would otherwise be Liable.
- 13.13 Subject at all times to clause 13.6, any sum due from the Supplier to the Provider Partner shall be reduced by the proportion for which another party would have been found Liable if either:
  - 13.13.1 the Provider Partner had also brought proceedings or made a claim against them; or
  - 13.13.2 the Supplier had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.
- 14 FORCE MAJEURE**
- 14.1 Notwithstanding any other terms of the Contract, the Supplier will not be in breach of the Contract or otherwise Liable to the Provider Partner for any failure to perform or delay or defect in performing the Supplier's obligations under the Contract if its failure to perform or delay or defect in performing its obligations under the Contract arises as a result of a Force Majeure Event.



14.2 If the Supplier is affected by a Force Majeure Event, then the Provider Partner will continue to pay the Charges in respect of any Services which the Supplier continues to supply.

14.3 If the Supplier is unable to supply all or substantially all of the Services for a period of more than ninety (90) days due to a Force Majeure Event, the Supplier will be entitled to terminate the Contract immediately by giving written notice to that effect to the Provider Partner.

## 15 TERM

15.1 The Contract shall commence on the Commencement Date and, unless otherwise terminated as provided in clause 16, shall continue for the Minimum Term and, after expiry of the Minimum Term shall automatically continue and renew until terminated in accordance with clause 16. The Minimum Term together with any subsequent period shall constitute the "Term".

## 16 TERMINATION

16.1 The Provider Partner may terminate this Contract by giving the Supplier written notice to that effect which is equal to the Notice Period, such Notice Period to commence no earlier than the expiry of the Minimum Term.

16.2 In the event of termination of the Contract by the Provider Partner for any reason at any time before the expiry of the Minimum Term, then the Provider Partner shall indemnify the Supplier in full against all losses incurred by the Supplier including payment of:

16.2.1 any outstanding Charges up to the date of termination including any late payment interest in accordance with clause 4.9.2;

16.2.2 Charges that would otherwise have been paid by the Provider Partner had the Contract continued till the expiry of the Minimum Term; and

16.2.3 any other costs or expenses incurred by the Supplier as a result of such termination or cancellation.

16.3 Without prejudice to any other rights or remedies available to the Supplier and without the Supplier having any Liability to the Provider Partner, the Supplier shall be entitled at any time and for any reason whatsoever to terminate this Contract by giving no less than thirty (30) days written notice to the Provider Partner to that effect without

further Liability to the Provider Partner. In the event the Supplier terminates the Contract under this clause, the Provider Partner shall not be liable to pay the Charges applicable for the remainder of any Minimum Term under the Contract.

16.4 Without prejudice to any other rights or remedies available to it, the Supplier may terminate the contract with immediate effect by giving written notice to the Provider Partner to that effect if:

16.4.1 the Provider Partner fails to comply with its obligations under the Contract;

16.4.2 a material change arises in the regulatory obligation imposed on the Supplier or any of its licensors or a third party involved in supplying the Services;

16.4.3 the Provider Partner breaches any Applicable Laws; or

16.4.4 the Provider Partner does or omits to do anything which adversely affects or threatens to adversely affect the Supplier's reputation or the reputation of any of its Group Companies.

16.5 Without prejudice to any other rights or remedies available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party to that effect if:

16.5.1 the other party commits a material breach of any term of the Contract 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; or

16.5.2 the other party is the subject of an Insolvency Event.

16.6 Each Party will notify the other immediately if it is or threatens to be or is realistically anticipated to be the subject of an Insolvency Event.

16.7 In addition to the rights conferred under this clause 16, the Supplier may terminate the Contract at any time upon giving no less than five (5) Business Days written notice to the Provider Partner to that effect:

16.7.1 If the Provider Partner fails to pay any Charges due under the Contract which are not the subject of a bona fide dispute and which remain outstanding for a period of thirty (30) days after they have become due for payment; or

16.7.2 If the Provider Partner is subject to a change of Control or it is realistically anticipated that it shall be subject to change of Control.

- 16.8 If the Contract is terminated under clause 16.7 (“**Discontinuance Termination**”), in addition to any outstanding Charges and late payment interest under the Contract, the Supplier shall be entitled to invoice the Provider Partner and the Provider Partner shall pay to the Supplier:
- 16.8.1 100% of the Charges (without any discount) payable had the Contract continued until the expiry of the Minimum Term notwithstanding the Discontinuance Termination; and
- 16.8.2 any expenses incurred by the Supplier as a result of such Discontinuance Termination.
- 16.9 Any termination of the Contract under this clause 16 is without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law. It does not affect any accrued rights or Liabilities of either party, nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

## **17 CONSEQUENCES OF TERMINATION**

- 17.1 On termination of the Contract:
- 17.1.1 the Provider Partner will immediately pay to the Supplier all outstanding payments, interest and fees;
- 17.1.2 the Supplier shall immediately cease all further supply of the Services;
- 17.1.3 the licences granted pursuant to clause 8 shall immediately terminate and each party shall immediately cease the use of the other party’s Intellectual Property Rights;
- 17.1.4 each party shall:
- 17.1.4.1 promptly cease to use the other party’s Confidential Information;
- 17.1.4.2 return or destroy all Confidential Information provided to it by the other party or its Representatives which is in a tangible form (including, without limitation, hard copy documents of any kind) and shall procure the same of its Representatives;
- 17.1.4.3 delete all Confidential Information provided to it by the other party or its Representatives which is stored in electronic form, whether or not on portable devices (including without limitation, portable memory sticks, CDs, and laptop hard drives) and shall procure the same of its Representatives;
- 17.1.4.4 at the request of the other party, arrange for one of its directors to certify in writing to the other that it has complied with clause 17.1.4.

- 17.2 Subject to clause 17.1.4, each party may retain any of the other’s Confidential Information to the extent such retention is necessary but only for as long as necessary to comply with any Applicable Laws or which it is required to retain (i) for insurance, accounting or taxation purposes; and/or (ii) in order to comply with its obligations under or receive the benefit of any other contract(s) between the parties. The provisions of clause 9 will continue to apply to any retained Confidential Information.

- 17.3 Save as provided below, each party’s rights, Liabilities and obligations under the Contract shall cease upon termination of the Contract. Each party’s accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remaining in force following the termination of the Contract (including, clause 1 (Definitions and Interpretation), clause 2 (Partnership Proposal and Application of these Conditions), clause 3 (Supply of the Services), clause 4 (Charges and Payment), clause 5 (Set-Off), clause 6 (Provider Partner’s Obligations and Warranties), clause 7 (Supplier’s Obligations), clause 8 (Intellectual Property Rights), clause 9 (Confidentiality), clause 10 (Data Protection), clause 11 (Anti-Bribery), clause 12 (Modern Slavery), clause 13 (Limitation of Liability), clause 14 (Force Majeure), clause 15 (Term), clause 16 (Termination), clause 17 (Consequences of Termination), clause 18 (Dispute Resolution Procedure), clause 19 (Notice), clause 20 (Cumulative Remedies), clause 22 (Variation), clause 23 (Assignment and Other Dealings), clause 24 (No Partnership Or Agency), clause 25 (Severance), clause 26 (Waiver), clause 27 (Conflicts within Contract), clause 28 (Third Party Rights), clause 29 (Entire Agreement) and clause 30 (Governing Law and Jurisdiction)), right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall survive any termination of the Contract.

## **18 DISPUTE RESOLUTION PROCEDURE**

- 18.1 In relation to the recovery of debts, disputes or differences which may arise between the parties in connection with the Contract shall, in the first instance, be dealt with and determined as follows:
- 18.1.1 Subject to clause 18.5, neither party may commence proceedings in relation to any dispute arising out of or in connection with the Contract, including any question regarding the

validity, existence or termination of the Contract and/or this dispute resolution provision (including in each case in relation to any non-contractual obligations) ("**Dispute**") unless that party has:

- 18.1.2 served a written notice (a "**Referral Notice**") on the other notifying it of the relevant Dispute; or
- 18.1.3 already received a Referral Notice from the other party in relation to the same Dispute.
- 18.2 Following service of a Referral Notice, each party will respectively procure that the Dispute is referred for resolution to a senior employee on it's behalf. Those representatives will meet with each other either in person or by telephone, conference or other audio call within five (5) Business Days of service of the Referral Notice and will negotiate in good faith and attempt to resolve the Dispute.
- 18.3 If a Dispute has not been resolved within ten (10) Business Days of the date of service of the relevant Referral Notice each party will respectively procure that such Dispute be referred for resolution to a director. Those representatives will meet in person at the earliest convenient time and in any event within fifteen (15) Business Days of the date of service of the relevant Referral Notice and will negotiate in good faith and attempt to resolve the Dispute.
- 18.4 If a Dispute is not resolved within twenty (20) Business Days of service of the relevant Referral Notice and if both parties agree in writing to do so, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure in each case irrespective of whether clause 18.2 and clause 18.3 have been complied with. The provisions of this clause 18.4 are without prejudice to any right that either party may have to damages in respect of any breach by the other party of clause 18.2 and clause 18.3. Either party may withdraw from a mediation at any time.
- 18.5 Nothing in this clause 18 will prevent or delay the Supplier or the Provider Partner from:
  - 18.5.1 seeking orders for specific performance, interim or final injunctive relief;
  - 18.5.2 exercising any rights that either party may have including the Supplier's right to suspend or terminate its supply of the Services; or
  - 18.5.3 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

## 19 NOTICE

- 19.1 Any notice or other document to be served under the Contract by a party must be:
  - 19.1.1 in writing and in English;
  - 19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
  - 19.1.3 addressed to a director or partner of the recipient party and sent to the address specified on the Partnership Proposal or to an address the recipient party has notified the other party in writing from time to time.
- 19.2 A notice or other document will be effectively served if served by one of the following methods (and shall be deemed to have been served at the time stated):
  - 19.2.1 by personal delivery - on receipt of a signature at the time of delivery;
  - 19.2.2 by royal mail pre-paid first class, recorded delivery post or other next working day (providing proof of delivery) - on the second Business Day after posting; or
  - 19.2.3 by email - at the time of transmission provided no out of office response is received. If this method of service is adopted, without prejudice to the validity of the notice thus made, each party shall provide the other with the original of such notice as soon as reasonably possible thereafter.
- 19.3 All references to time are to the local time at the place of receipt.
- 19.4 This clause does not apply to notices given in legal proceedings or arbitration.

## 20 CUMULATIVE REMEDIES

- 20.1 The rights and remedies of the parties in connection with the Contract are cumulative and, except as expressly stated in the Contract, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in the Contract by law or equity or otherwise. Except as expressly stated in the Contract (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

## 21 FURTHER ASSURANCE

- 21.1 Each party shall:
  - 21.1.1 at its own expense, do and execute or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it

- by the other party to implement and give full effect to the terms of the Contract; and
- 21.2 bear its own costs and expenses incurred in connection with the preparation, negotiation, completion and implementation of the Contract.

## **22 VARIATION**

- 22.1 The Supplier reserves the right to vary any or all of these Conditions from time to time at its sole discretion, such variations to take immediate effect upon posting on the Supplier's website following the Supplier providing advanced notice to the Provider Partner. The said variations will prevail over all other versions and shall apply to any Contracts entered into between the Supplier and the Provider Partner before or after the date of such posting.
- 22.2 In the event a new Applicable Law or a change in Applicable Law comes into effect after the Commencement Date which renders the supply of part or all of the Services illegal or unlawful, the Supplier may vary the Contract to the extent required such that the supply of such Services is no longer illegal and/or unlawful, or vary the Contract as directed by the relevant regulatory body or, if it is not possible to vary the Contract as such, the Supplier may terminate the supply of some or all of the Services immediately on written notice or as otherwise directed by the relevant regulatory body.

## **23 ASSIGNMENT AND OTHER DEALINGS**

- 23.1 The Provider Partner may not assign, transfer, charge, sub-license, sub-contract or otherwise dispose of or encumber the Contract, or any of its rights or obligations under it, in whole or in part, without the Supplier's prior written consent.
- 23.2 The Supplier may at any time, without the Provider Partner's consent, assign any benefit, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

## **24 NO PARTNERSHIP OR AGENCY**

- 24.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

## **25 SEVERANCE**

- 25.1 The parties intend each provision of the Contract to be severable and distinct from the others. If a provision of the Contract is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of the Contract shall not be affected.
- 25.2 If any provision or part provision of the Contract is or becomes illegal, invalid 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 25 shall not affect the legality, validity and enforceability of the rest of the Contract.
- 25.3 If any provision or part-provision of the Contract is deemed deleted under clause 25.2 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **26 WAIVER**

- 26.1 No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 26.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by either party shall prevent any future exercise of it or the exercise of any other right, power or remedy by the party.
- 26.3 A waiver of any right or remedy under the Contract or by law, or any consent given under the Contract is only effective if given in writing by the waiving or consenting party, refers expressly to this clause, is duly signed by or on behalf of the party granting it, is communicated to the other party in accordance with clause 19 and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

## **27 CONFLICTS WITHIN CONTRACT**

- 27.1 In the event of a conflict or ambiguity between the provisions of these Conditions and the provisions of any Partnership Proposal, the provisions of the Partnership Proposal shall prevail.

## **28 THIRD PARTY RIGHTS**

- 28.1 Except as expressly stated in the Contract, the Contract shall not create nor confer any rights that shall be enforceable by anyone other than the parties to the Contract and, where applicable, their successors and permitted assigns pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **29 ENTIRE AGREEMENT**

- 29.1 The Contract (including the Annex) constitutes the entire agreement between the parties on the subject matter of the Contract and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, contracts, understandings and arrangements between them, whether in writing or oral relating to its subject matter.
- 29.2 Each party acknowledges that in entering into the Contract it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

## **30 GOVERNING LAW AND JURISDICTION**

- 30.1 The Contract 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.
- 30.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims)



## ANNEX

### 1.1 Definitions

In addition to the definitions at the beginning of these Conditions, the following definitions apply in this Annex.

<b>Complaint</b>	a complaint or request (other than a Data Subject Request) relating to either party's obligations under Data Protection Legislation relevant to the Contract and/or the processing of any of the Shared Personal Data, including any compensation claim from a data subject or any notice, investigation or other action from a Supervisory Authority relating to the foregoing (and <b>Complainant</b> means the Supervisory Authority, data subject or other person initiating or conducting a Complaint).
<b>Data Protection Legislation</b>	any laws in force in the United Kingdom or guidance, guidelines, codes of practice and codes of conduct issued by the Supervisory Authority from time to time that relate to data protection, the processing of Shared Personal Data and privacy applicable to the parties to the Contract and/or the subject matter or performance of the Contract including all the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy, any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC), the

	Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and the EU GDPR as incorporated into United Kingdom law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI2019/419).
<b>Data Subject Request</b>	a request made by a data subject to exercise any of its right(s) under the Data Protection Legislations in relation to the Shared Personal Data or concerning the processing of such data.
<b>Description of the categories of data subjects</b>	means Representatives of the parties.
<b>Duration of processing</b>	The Term plus a period of seven (7) years.
<b>Nature of processing</b>	collecting, storing, analysing and reporting on Shared Personal Data in connection with the supply of the Services, access, retrieval, transfer, combination with other data, back-up and recovery (and associated support and maintenance) related to the Services.
<b>Permitted Lawful Basis</b>	processing necessary for the performance of the Contract.
<b>Permitted Purpose</b>	means: (a) the supply of the Services and/or the Deliverables to the Provider Partner, including, without limitation, audit, advisory, Event details (including Supplier's client attendee information) and marketing support services; and (b) for each party to perform its respective obligations and exercise its respective rights under the Contract.
<b>Permitted Recipients</b>	a party who receives the Shared Personal Data or on whose behalf the Shared Personal Data is received.

<b>Shared Personal Data</b>	<p>personal data to be shared between the parties:</p> <p>(a) clients of the Supplier and their respective Representatives attending Events: full name, postal address, e-mail address, telephone number, independent financial adviser (IFA) number and financial conduct authority number;</p> <p>(b) Representatives of the parties: full name; e-mail address; gender, employment details; names and contact details of solicitor(s) or professional advisor(s) acting on behalf of parties;</p> <p>(c) details of the Provider Partner's or its Representatives usage of the Services and any related personal data received by the parties or otherwise made available for the Permitted Purpose.</p>
<b>Supervisory Authority</b>	any governmental or regulatory authority responsible for enforcing any Data Protection Legislation and any replacement or successor body or person for any such authority from time to time.
<b>UK Data Protection Legislation</b>	any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
<b>controller, processor, data subject, personal data, processing (and related expressions, including process, processed and processes shall be construed accordingly), personal data breach and "appropriate technical and organisational</b>	shall have the same meaning given to them in the Data Protection Legislation.

<b>measures"</b>	
<b>1.2</b>	This Annex is in addition to, and does not limit, exclude, relieve or replace, either party's obligations or rights under the Data Protection Legislation (including, without limitation, under Article 82 of the GDPR).
<b>1.3</b>	The parties specific aim of sharing of the Shared Personal Data under the Contract is for the Permitted Purpose, and that such sharing is necessary to achieve this aim.
<b>1.4</b>	<b>PURPOSE</b>
<b>1.4.1</b>	Each party shall be a controller of the Shared Personal Data for the purposes of the Contract.
<b>1.4.2</b>	The parties agree to process the Shared Personal Data strictly for the Permitted Purpose.
<b>1.4.3</b>	The parties undertake not to process the Shared Personal Data incompatible with paragraph 1.4.2 nor for the Shared Personal Data to be irrelevant to or excessive with paragraph 1.4.2.
<b>1.5</b>	<b>COMPLIANCE WITH DATA PROTECTION LEGISLATION</b>
<b>1.5.1</b>	Each party shall comply with the Data Protection Legislation and shall ensure that it processes the Shared Personal Data fairly and lawfully on the Permitted Lawful Basis for the Duration of processing.
<b>1.5.2</b>	In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of the Shared Personal Data against either or both parties, the parties will immediately inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably as soon as reasonably practicable.
<b>1.5.3</b>	Each party agrees that any material breach of the Data Protection Legislation shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate the Contract with

immediate effect.

## **1.6 OBLIGATIONS ON THE PARTIES**

1.6.1 Each party shall ensure, prior to sharing the Shared Personal Data with the other, that all appropriate privacy notices have been made available to the data subjects to permit the sharing of the Shared Personal Data with the other party for the Permitted Purpose on the Permitted Lawful Basis as envisaged under the Contract in accordance with Data Protection Legislation.

1.6.2 For the Duration of processing, each party shall:

1.6.2.1 ensure that any processing of the Shared Personal Data is only for the Permitted Purpose;

1.6.2.2 at all times, comply with the Data Protection Legislation;

1.6.2.3 undertake to process the Shared Personal Data only to the extent it is consistent with the Permitted Lawful Basis;

1.6.2.4 promptly notify the Permitted Recipient if it becomes aware that any necessary consent is withdrawn or if a relevant data subject has requested their Shared Personal Data is no longer processed by either party for the Permitted Purpose;

1.6.2.5 not by any act or omission cause the other party (or any other person) to be in breach of the Data Protection Legislation or this Annex;

1.6.2.6 promptly (and in any event within five (5) Business Days), on request, provide to the other party with copies of relevant documentation to evidence its compliance with this Annex and the Data Protection Legislation; and

1.6.2.7 maintain complete and accurate records and information to demonstrate its compliance with this Annex and the Data Protection Legislation.

## **1.7 TECHNICAL AND ORGANISATIONAL MEASURES**

1.7.1 Each party shall:

1.7.1.1 ensure it has in place and maintains appropriate technical and organisational measures so as to ensure the protection of the rights of data subjects under the Data Protection Legislation and to meet its requirements under the Data Protection Legislation;

1.7.1.2 implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, damage, disclosure or access;

1.7.1.3 ensure the processing of the Shared Personal Data shall be limited to its personnel that:

(a) need to process it for the Permitted Purpose in accordance with the Contract;

(b) are reliable and adequately trained on compliance with all Data Protection Legislation and this Annex, including how to handle and process the Shared Personal Data in accordance with its technical organisational security measures in compliance with the Data Protection Legislation; and

(c) are subject to and comply with a binding written contractual obligation to keep the Shared Personal Data confidential.

## **1.8 DISCLOSURES TO PERMITTED RECIPIENTS**

1.8.1 Each party shall be liable to the other for all acts and omissions of its Representatives including any agreed third party acting on its behalf as if they were the acts and omissions of that party.

1.8.2 Each obligation in this Annex on a party to do or refrain from doing anything shall include an obligation on that party to ensure all its Representatives and any agreed third parties do, or refrain from doing, such thing.

1.8.3 Each party shall ensure that:

1.8.3.1 that all processing by or on behalf of each party is conducted in a manner consistent with the

Permitted Lawful Basis and the Permitted Purpose;

- 1.8.3.2 that each of the Permitted Recipients (other than the employees, directors and officers of a party) carrying out any processing of the Shared Personal Data is subject to a binding written agreement regulating its processing of the Shared Personal Data in accordance with this Annex and the Data Protection Legislation and including obligations of confidentiality.

## 1.9 TRANSFERS

- 1.9.1 Neither party shall, without the prior written consent of the other party, transfer the Shared Personal Data to a third party or outside the United Kingdom.
- 1.9.2 If, with the prior written consent of the other party, the Permitted Recipient:
- 1.9.2.1 appoints a third party processor to process the Shared Personal Data, it shall comply with Article 28 and Article 30 of the GDPR and shall remain Liable to the other party for the acts and/or omissions of a third party processor;
- 1.9.2.2 transfers the Shared Personal Data to a third party located outside the United Kingdom, it shall comply with the provisions of Articles 26 of the GDPR in the event the third party is a joint controller, and ensures that:
- (a) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
  - (b) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
  - (c) binding corporate rules are in place; or
  - (d) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

## 1.10 DATA SUBJECT REQUESTS, PERSONAL DATA BREACHES AND COMPLAINTS

- 1.10.1 Each party shall promptly (and in any event within twenty-four (24) hours:
- (a) notify the other if it suspects or becomes aware of any actual or threatened occurrence of any personal data breach in respect of any Shared Personal Data; and
  - (b) provide the other with reasonable assistance and information required to report any actual or suspected personal data breach to a Supervisory Authority and to notify affected data subjects as required under the Data Protection Legislation in an expeditious manner.
- 1.10.2 Each party shall promptly (and, in any event, within twenty-four (24) hours of receipt) inform the other if it receives any Complaint or Data Subject Request. When receiving and responding to a Data Subject Request or a Complaint, each party shall consult in advance with the other and not disclose or release any Shared Personal Data in response to a Data Subject Request without first consulting the other party wherever possible.
- 1.10.3 Each party shall co-operate and provide such assistance as is reasonably required to enable the other party to respond to and comply with all Complaints and Data Subject Requests within the time limits imposed by the Data Protection Legislation and regarding security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators.
- 1.10.4 The obligations under paragraph 1.10 shall be performed at each party's own expense.

## 1.11 RETENTION

- 1.11.1 The Permitted Recipient shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Permitted Purpose;

1.11.2 Notwithstanding paragraph 1.11.1, the parties shall continue to retain the Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

1.11.3 The Permitted Recipients shall ensure that any Shared Personal Data (and all copies) are returned to the other party or securely and irrecoverably destroyed in the following circumstances:

1.11.3.1 on termination of the Contract;

1.11.3.2 on expiry of the Term;

1.11.3.3 once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for.

1.11.4 Following the irrecoverable and secure deletion of the Shared Personal Data, the Permitted Recipient shall, upon request, arrange for one of its directors to certify in writing to the other party that it has complied with paragraph 1.11.3.

## 1.12 INDEMNITY

1.12.1 The parties undertake to indemnify each other and hold each other harmless from all liabilities (including fines, regulatory sanctions and reasonable costs relating to an investigation, action, proceeding or imposed by a Supervisory Authority), any costs (including, without limitation, legal and other professional costs and costs of enforcement to the extent

reasonable), damages, claims, compensation paid to the data subject (including, without limitation compensation to protect goodwill and ex gratia payments), penalties, demands, expenses or losses (all calculated on a full indemnity basis) which they cause each other as a result of their breach of any of the provisions of this Annex.

1.12.2 Indemnification hereunder is contingent upon:

1.12.2.1 the party to be indemnified (the “**Indemnified Party**”) promptly notifying the other party (the “**Indemnifying Party**”) of a claim,

1.12.2.2 the Indemnifying Party having sole control of the defence and settlement of any such claim, and

1.12.2.3 the Indemnified Party providing co-operation and assistance to the Indemnifying Party in defence of such claim within twenty-four (24) hours of being notified of the claim by the Indemnifying Party.

## 1.13 CHANGES TO THE APPLICABLE LAW

If during the Term the Data Protection Legislation change in a way that this Annex is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that they will negotiate in good faith to review this Annex in the light of the new legislation.