

TERMS OF BUSINESS

THE AGENCY

- (1) Tomaszdył PR LTD trading as GottaBe! Marketing, GottaBe! Ethnic and GottaBe! Events incorporated and registered in England and Wales with company number 07915403 whose registered office is at 11 College Place, Southampton, SO15 2FE (**Agency**).

BACKGROUND

- (A) The Agency is in the business of providing services relating to the advertising, marketing, promotional staffing and promotion of goods and services.
- (B) The Client wishes the Agency to provide, and the Agency is willing to provide, advertising services to the Client on and subject to the terms of this Agreement.

Agreed terms

1. Definitions

“Advertising Regulation” means any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Services;

“Agency Materials” means those Materials specifically created by the Agency in connection with the provision of the Services, by officers, employees or freelancers of the Agency (including any

Materials adapted, modified or derived from the Client Materials), whether or not it is incorporated into Deliverables during the Term;

“Agency Proprietary Materials” means software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Agency and which are:

- (a) in existence prior to the date on which it is intended to use them in connection with the provision of the Services; or
- (b) created by or for the Agency outside of the scope of this Agreement and which are intended to be reused across its business;

“Approval” means approval given in accordance with clause 8;

“Associates” means a party’s employees, officers, agents, sub-contractors or authorised representatives;

“Authorised Agency Approver” means those personnel of the Agency specified in the applicable Scope of Work who have the authority to contractually bind the Agency in all matters relating to this Agreement (and any successor notified to the Client);

“Authorised Client Approver” means those personnel of the Client specified in the applicable Scope of Work who have the authority to contractually bind the Client in all matters relating to this Agreement (and any successor notified to the Agency);

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

“Client Materials” any and all materials, documents, records, research, photography, logos, designs, software, sample stock or other property (including all Intellectual Property rights therein), which are provided to the Agency by or on behalf of the Client (including copies of the Client Brand Guidelines and/or the Client’s Marketing Policy) and/or otherwise come into the possession, custody or control of the Agency in connection with the provision of the Services.

“Commencement Date” means the date on the on the Booking Form;

“Data” means the Client’s computer data (in machine readable form);

“Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended;

“Deliverables” means the advertising, creative and other materials which are to be provided by the Agency as specified in the Scope of Work, including Agency Materials, Third Party Materials and Agency Proprietary Materials where applicable;

“Expenses” means reasonable expenses incurred by the Agency in connection with the supply of Services and Deliverables;

“Fees” means the Agency fees for Services and Deliverables as set out in the Scope of Work or otherwise agreed in writing;

“Intellectual Property Rights” means the following rights, wherever in the world enforceable, including

all reversions and renewals and all applications for registration:

- (a) any patents or patent applications;
- (b) any trade marks (whether or not registered);
- (c) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration;
- (d) copyright or design rights (whether registered or unregistered);
- (e) database rights;
- (f) performer’s property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world;
- (g) any goodwill in any trade or service name, trading style or get-up; and
- (h) any and all other intellectual or proprietary rights.

“Key Individuals” means the Agency individuals named in the Scope of Work;

“Losses” means losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), subject to clause 13.1 and 13.3;

“Materials” means any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, or any other material protected by Intellectual

Property Rights, but not including any software;

“Moral Rights” means all rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world;

“Personnel” officers, employees, consultants, agents, representatives and advisers (including, in relation to the Agency, the Key Agency Personnel).

“Rate Card” means the Agency’s rate card (if applicable) set out in the Scope of Work;

“Schedule” means a schedule attached to this agreement, signed by the parties;

“Scope of Work” means one or more documents in the form set out in Schedule 1 or similar form as agreed and signed by the parties from time to time containing a description of the work;

“Services” means the Services to be supplied by the Agency under this Agreement as set out in the Scope of Work;

“Special Terms” means any terms specifically designated as varying these General Terms or the terms of any schedule, as set out in the Scope of Work.

“Subcontractor” any third party engaged by the Agency to provide any part of the Services or any of the Deliverables.

“Third Party Costs” all costs incurred by the Agency on behalf of the Client in performing Services;

“Third Party Materials” means those Materials which are either commissioned by the Agency from third parties and incorporated into the

Deliverables, or which have been created by a third party and which are in existence at the time it is desired to make use of them for inclusion in the Deliverables, but which excludes software which is owned or licensed by a third party.

2. Appointment and Scope of Work

2.1 During the Term, the Agency shall perform the Services and (where relevant) shall supply the Deliverables to the Client in accordance with the Scope of Work.

2.2 The Agency acts in all its contracts with third parties with regard to the provision of Services set out in the Scope of Work as a principal at law.

2.3 The Agency will not be obliged to perform any work on behalf of the Client until the Scope of Work has been signed by both parties.

3. Term

This Agreement shall commence on the Commencement Date and shall continue for the period specified in the Scope of Work, unless terminated earlier in accordance with clause 19.

4. Client’s obligations

4.1 The Client will give the Agency full and clear instructions as to its requirements for the Services and Deliverables to be included in the Scope of Work.

4.2 The Client will give the Agency clear briefings and ensure accurate information is given and shall ensure, if relevant, that its other suppliers and agencies act in willing co-operation with the Agency.

- 4.3 The Client will promptly inform the Agency if the Client considers that any Deliverables submitted to the Client by the Agency for approval are false or misleading or in any way contrary to law or applicable Advertising Regulation.
- 4.4 The Client will promptly supply to the Agency (at no charge) any Client Materials reasonably required by the Agency or otherwise necessary to provide the Services and Deliverables and shall ensure that it has all rights and licences in place to enable use by the Agency of all Client Materials.
- 4.5 The Client shall insure that the Client Materials whilst in transit and in custody or control of the Agency.
- 4.6 The Client shall promptly pay all the Fees due.
- 4.7 If the Client does not fulfil its obligations under or in connection with this Agreement (including its payment obligations), then to the extent that such failure prevents the Agency from performing any Services and/or providing any Deliverables in accordance with this Agreement, the Agency will be relieved of its obligations to the Client, and the Agency shall not be liable for any Losses incurred by the Client as a result of any such failure.

5. Agency's Obligations

- 5.1 In consideration for the payment of the Fees by the Client, the Agency shall perform the Services and/or provide the Deliverables to the Client.
- 5.2 The Agency will give the Client full and clear instructions as to the Client Materials it reasonably requires for the purposes of performing the Services and providing the Deliverables.

- 5.3 The Agency shall:
- (a) apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Services and provision of the Deliverables;
 - (b) comply with all lawful and reasonable directions regarding the Services and Deliverables communicated to it from time to time by the Client (provided such directions do not materially deviate from or add to the Scope of Work and any such material amendment must be agreed in accordance with clause 9.1);
 - (c) keep Client Materials reasonably safe and secure while they are in the possession or control of the Agency; and
 - (d) deliver all Deliverables by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the parties in writing.
- 5.4 The Agency cannot guarantee that the results of the advertising campaign carried out for the Client.
- 5.5 If at any time the Agency becomes aware that it may not be able to perform the Services or deliver any Deliverables by any date set out in the Scope of Work (or any other deadline agreed by the parties in writing), the Agency will promptly notify the Client and give details of the reasons for the delay.
- 5.6 The Agency shall strive to provide replacement Personnel or Subcontractors, however, the parties acknowledge that it may not always be possible if Personnel or Subcontractors are required by the

government via the National Testing Scheme to self-isolate.

6. Leafleting Permits

When necessary, the Agency shall apply for leafleting permits on behalf of the Client. The costs of the leafleting permits will be added to the final invoice. The Agency shall inform the client in advance of the costs and any limits or conditions attached to the leafleting permits.

7. Other Appointments

7.1 The relationship between the parties is nonexclusive and the Agency shall therefore be entitled to provide any services or deliverables the same or similar to the Services and/or Deliverables to any third party.

7.2 During the term of this Agreement, the Client will not either itself and/or through another agency or other third party entity procure services which are the same or substantially similar to the Services and Deliverables covered by this Agreement.

8. Approvals and authority

8.1 The Agency will allocate suitable personnel with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.

8.2 The Agency will seek the Client's prior approval of:

- (a) any estimates or quotations for any third party costs to be paid by the Client; and

- (b) any creative treatments, including scripts, storyboards, copy, layouts, design, artwork, proposed marketing activity;

- (c) and the Client's approval of such estimates and creative treatments will be the Agency's authority to enter into contracts with relevant third parties and to prepare draft Deliverables.

8.3 For the purposes of this Agreement, any reference to "approval" to be given by the Client shall mean the Client giving approval by one of the following methods:

- (a) e-mail from the individual business e-mail address of an Authorised Client Approver; or
- (b) the signature of an Authorised Client Approver on the Agency's documentation.

8.4 Where a party is asked to give approval under or in connection with this Agreement, such approval shall not be unreasonably withheld or delayed.

8.5 In the event that the Client does not approve of any matter requiring approval it shall notify the Agency of its reasons for disapproval within 7 days of the Agency's request.

8.6 In the event of any delay or failure of the Authorised Client Approver giving approvals (or disapprovals) requested under or in connection with this Agreement, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Services.

9. Amendments and Cancellations

9.1 The Client has the right to change Client's requirements within the timescale specified in the Scope of Works.

9.2 In the event that either party wishes to make any material amendment to the Scope of Works, any such amendment shall be subject to the agreement of both parties in writing.

9.3 In the event of any cancellation the Client will reimburse the Agency for all Fees up to the date of cancellation, together with any third party charges or other expenses or costs incurred by the Agency or to which the Agency is committed as well as any charges or other expenses or costs imposed on the Agency by third parties arising from the cancellation, provided that the Agency shall use reasonable endeavours to mitigate any such third party charges or expenses wherever possible.

9.4 In addition to the above, in the event of cancellation, by the Client, the Client shall pay the Agency's Fees for the length of the notice period specified in the Scope of Work (notwithstanding the fact that the Services have been cancelled and may not have been performed).

10. Fees

10.1 The Fees, Expenses and Third Party Costs are set out in the Scope of Works.

10.2 The Client should pay 50% of the Fees, Expenses and Third Party Costs 30 days in advance of the Commencement Date.

10.3 If during the performance of the Services, the Agency has to incur additional Expenses or Third Party Costs not set out

in the Scope of Works, it will seek the Client's prior approval.

10.4 The Fees, Expenses and Third Party Costs will be invoiced in accordance with the payment terms set out in the Scope of Work and shall be payable within thirty (30) days of the date of the relevant invoice, or such other reasonable period as the parties may agree in the Scope of Work.

10.5 All sums stated in this Agreement or in the Scope of Work, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time.

10.6 The terms of remuneration set out in this Agreement do not cover the performance of services which are outside of the Scope of Work. If any such services are required they will be charged at an hourly rate of £35 plus VAT.

10.7 In the event that the Client fails to make any payment in full when due to the Agency under this Agreement, then without prejudice to its other rights and remedies under or in connection with this Agreement or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 4 % above the base rate of Natwest Bank.

10.8 If any payment of the Fees, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Fees, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have

- been were the payment not subject to such tax.
- 10.9 If the Client is overdue with any payment hereunder, then without prejudice to the Agency's other rights or remedies:
- (a) the Agency shall have the right to suspend performance of the Services on written notice as specified in the Scope of Works until the Agency has received payment of the overdue amount together with any accrued interest; and/or
 - (b) the Agency shall have the right to terminate the Agreement immediately upon written notice to the Client as specified in the Scope of Works.
- 10.10 Where a surcharge is levied by a bank in respect of bank charges or supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 10.11 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 11. Confidentiality**
- 11.1 Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("**Confidential Information**").
- 11.2 Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to use no less adequate measures than it uses in respect of its own confidential information to keep the other party's Confidential Information reasonably secure. Neither party shall at any time, without the prior written approval of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.
- 11.3 Neither party shall be in breach of this clause 11 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 11.4 Each party hereby indemnifies the other party from and against all Losses arising out of or in connection with the other party's breach of this Clause 11.
- 11.5 The terms of and obligations imposed by this Clause 11 shall survive the termination of this Agreement for any reason.
- 12. Client Warranties**
- 12.1 The Client warrants and undertakes that:
- (a) it has full power and authority to enter into this Agreement and that by doing so it will not be in breach of any obligation to a third party;
 - (b) the Client Materials will not, when used in accordance with this

Agreement and any written instructions given by the Client, infringe third party copyright;

- (c) to the best of its knowledge and belief, the Client Materials will comply with all applicable laws and regulations including all Advertising Regulations; and
- (d) the Client Materials are accurate and complete in all material respects.

13. Liability

- 13.1 Subject to clause 13.2 the Agency's maximum aggregate liability under or in connection with this Agreement (including the Scope of Work and any indemnity contained in this Agreement), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the total value of the total charges in the contract year in which the breaches occurred.
- 13.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 13.3 Subject to clause 13.2 (and including for the avoidance of doubt any indemnity contained in this Agreement), in no event will either party be liable under or in connection with this Agreement for:
 - (a) loss of actual or anticipated income or profits;
 - (b) loss of goodwill or reputation;
 - (c) loss of anticipated savings;
 - (d) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by

tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

14. Insurance

- 14.1 The Agency shall take out and maintain insurance policies to the value sufficient to meet its liabilities under or in connection with this Agreement. Upon the Client's reasonable request the Agency will provide the Client with evidence that such insurance is in place.
- 14.2 The Client shall maintain its insurance policies and ensure that any Client's Material it provides to the Agency is covered by its Insurance.

15. Intellectual Property Rights

- 15.1 The Agency acknowledges that ownership of Client Materials and ownership of all Intellectual Property Rights in any Client Materials (including any modifications or adaptations of such Client Materials produced in the course of providing the Services and Deliverables) shall remain vested in the Client or its licensors. The Client hereby grants to the Agency a non-exclusive licence during the term of this Agreement to use the Client Materials solely for the purposes of providing the Services and Deliverables.
- 15.2 Subject to the remaining provisions of this clause 15 and subject to the Agency receiving payment of all Fees attributable to the Agency Materials the Agency hereby assigns (and in the case of copyright, by way of a present assignment of future copyright) all of the Intellectual Property Rights in the Agency Materials which are capable of being assigned together with the right to sue for past infringement of the

- Intellectual Property Rights in the Agency Materials.
- 15.3 The Client acknowledges that all Intellectual Property Rights in the Agency Proprietary Materials shall be owned by and remain the property of and vested in the Agency. Subject to the Agency receiving payment of all Fees attributable to the Agency Proprietary Materials licensed under this clause, the Agency hereby grants to the Client a licence to use such Agency Proprietary Materials as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Scope of Work.
- 15.4 Prior to delivery of the Deliverables, the Agency shall obtain such licences or consents in respect of Third Party Materials as shall be necessary in order that the Client can use such Third Party Materials for the purposes set out in the Scope of Work. The Agency shall notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials, and the Client hereby indemnifies and keeps the Agency indemnified against any Losses suffered by the Agency as a result of the Client breaching any such restrictions.
- 15.5 The Agency agrees, at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Deliverables, and shall not do or fail to do any act which would or might prejudice the Client's rights under this clause 15.
- 15.6 To the extent permitted by law and subject to the Agency receiving payment of all Fees attributable to the Agency Materials,
- the Agency shall ensure that all Moral Rights in the Agency Material included in the Deliverables are waived (or where not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the Agency Materials). Subject to the Agency receiving payment of all Fees attributable to the Agency Materials, the Agency shall use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived (or where not lawfully possible to waive Moral Rights, to procure that Moral Rights are not asserted in respect of Third Party Materials), but if the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and shall obtain the Client's approval prior to incorporating such Third Party Materials into the Deliverables.
- 15.7 The Agency will be able to use any Deliverables and the Client's name and logo for the purposes of promoting its work and its business and retain all know-how obtained in connection with the Services and Deliverables.
- 15.8 For the avoidance of doubt, the Agency shall not be liable under or in connection with this Agreement for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf, nor in the event that any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client.
- 15.9 The terms of and obligations imposed by this clause 15 shall survive the termination of this Agreement for any reason.

16. Advertising Standards

16.1 Both parties acknowledge that they have a responsibility to comply with all Advertising Regulations.

16.2 The parties will co-operate with each other in ensuring that suitable objective factual product and other information is available as required to satisfy the requirements of any applicable Advertising Regulation.

17. Data protection

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and ensure that they have adequate data protection policies in place.

17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Agency is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 2 sets out the scope, nature and purpose of processing by the Agency, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).

17.3 Without prejudice to the generality of clause 17.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Agency for the duration and purposes of this agreement.

17.4 Without prejudice to the generality of clause 17.1 the Agency shall, in relation to any Personal Data processed in connection with the performance by the Agency of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Client unless the Agency is required by Applicable Laws to otherwise process that Personal Data;

(b) ensure that it has in place appropriate technical and organisational measures, 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;

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Agency has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

- (iii) the Agency 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 Agency complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client 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 17.
- 17.5 The Client consents to the Agency appointing as a third-party processor of Personal Data under this agreement. The

Agency confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 17. As between the Client and the Agency, the Agency shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 17.

18. Termination

18.1 Either party may terminate this Agreement at any time without cause by giving 30 days' written notice to the other party.

18.2 Either party may terminate this Agreement or any Project immediately upon written notice to the other party:

- (a) under clauses 10.9 (b);
- (b) in the event of any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within fifteen (15) days after the service by the party not in default of a written notice on the defaulting party, specifying the nature of the breach and requiring such breach to be remedied; or
- (c) if the other party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) if 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 or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a solvent

reconstruction or a scheme for a solvent amalgamation of that other party with other companies); or

- (e) if a petition is filed, or a notice is given, or a resolution is passed or an order is made for or in connection with the winding up of that other party (other than for the sole purpose of a solvent reconstruction or a scheme for a solvent amalgamation of that other party with other companies); or
- (f) if 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.

18.3 The Agency may terminate this Agreement if in its reasonable opinion the Client acts disrespectfully or in a discriminatory way towards the the Agency's Personnel or Subcontractors or puts them in danger.

19. Consequences of Termination

19.1 Upon termination of this Agreement for any reason:

- (a) the Client shall pay the Agency all Fees, including work in progress, Expenses and Third Party Costs due to the Agency including during the notice period; and
- (b) subject to clause 19.1 (a) each party shall on the reasonable request of the other party promptly deliver or dispose of any and all materials and property belonging or relating to the other party (including all Confidential Information) and all copies of the

same, which are then in its possession, custody or control and which relate to works carried out under this Agreement, and shall on the request of the other party certify in writing that the same has been done.

20. Non-Solicitation

During the Term and for a further period of 6 months after its termination, neither party shall (except with the prior written approval of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party either in the provision or receipt of any Services or Deliverables, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

21. Notices

21.1 Any notice or other communication 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 working 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 the address specified in the Scope of Works.

22. Assignment and Sub-Contracting

22.1 The Agency shall be entitled to sub-contract its performance of the Services and/or Deliverables provided that any sub-contracting shall not relieve the Agency from its obligations to the Client under this Agreement.

22.2 Neither party may assign, transfer or charge or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written approval of the other party.

23. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

24. Anti Bribery

24.1 Both parties:

- (a) shall comply with the Bribery Act 2010 and any guidance issued by any governmental department relating to such legislation ("**Bribery Act**")
- (b) shall not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- (c) shall maintain in place throughout the Term (and enforce where appropriate) its own policies and procedures to ensure compliance with the Bribery Act;
- (d) shall promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and
- (e) shall ensure that it imposes written terms on any sub-contractor connected with the matters arising under this Agreement which are at least

equivalent to those imposed on the Agency in this clause.

25. General

25.1 The failure of either party to enforce or exercise at any time any term or any right under this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.

25.2 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

25.3 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:

- (a) in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and

- (b) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

25.4 No modification or variation of this Agreement shall be valid unless it is in writing and signed by each of the parties to this Agreement. Unless expressly set out in this Agreement, no modification or variation of this Agreement shall:

- (a) be valid if made by e-mail;
- (b) be construed as a general waiver of any provisions of this Agreement; or
- (c) affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver. The rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

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

26. Governing Law and Jurisdiction

26.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

26.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with this Agreement.