

TRUTH TERMS OF BUSINESS

These Terms of Business, together with the Statement of Work, form the entire agreement between Truth Consulting Limited and the Client and apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Terms of Business:

Agreement:	means these Terms of Business and the Statement of Work.
Affiliates:	means in relation to either party each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party, and holding company and subsidiary mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.
Business Day:	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Charges:	means the fees payable by the Client in accordance with clause 7, as set out in the Statement of Work.
Client:	means the client entity set out in the Statement of Work
Commencement Date:	the Commencement Date set out in the Statement Work.
Confidential Information:	means any information which is secret, confidential, technical and/or commercial relating to either party's or its Affiliates' business (including without limitation know-how, software products, product development concepts, customer lists and strategy information) which is either identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, and for the avoidance of doubt "Confidential Information" shall include the terms of the Agreement and details of any Charges which will be Confidential Information of Truth Consulting.
Contract Year:	means any 12-month period ending on any anniversary of the Commencement Date.
Client Materials:	means any documents, products, information, branding, logos, trade names, media files, records, files, data and other materials of whatever nature provided or made available to Truth Consulting by the Client in relation to the Agreement.
Deliverables:	means any documents, products, information, branding, logos, trade names, media files, records, files, data, records, copy, layouts, artwork, storyboards, scripts, presentations, drawings, charts, graphics, photographs, films and/or other materials created or produced by or on behalf of Truth Consulting for the Client in the course of providing the Services, on any media (whether any media exist at the Commencement Date or are subsequently developed).

Deliverable Restrictions:	means any restrictions on the Client's use of the Deliverables as set out in the Statement of Work.
General Expenses:	means travel costs within the M25, technology and data subscription costs, and any ancillary expenses relating to the provision of the Services such as general printing, photocopying, postage, courier, cuttings and media monitoring costs.
Truth:	means Truth Consulting Limited, a company incorporated and registered in England and Wales with company number 05844296 whose registered office is at 65 Gresham Street, London, EC2V 7NQ.
Truth Background IP:	means all the Intellectual Property Rights and other rights in the Services or Deliverables which existed prior to the Commencement Date or which were created by or on behalf of Truth Consulting, Truth's Personnel or its Affiliates outside of the scope of the Agreement.
Truth's Personnel:	means those officers, employees, agents or subcontractors of Truth or any of its Affiliates connected with the Agreement.
Intellectual Property Rights:	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Risks and Assumptions:	means the risks and assumptions set out in the Statement of Work.
Services:	means the services to be provided by Truth Consulting under the Agreement and as set out in the Statement of Work.
Statement of Work:	means the statement of work which references these Terms of Business, sets out the Services, the Deliverables and the Charges and is signed by the parties.
Third-Party IP:	means all the Intellectual Property Rights and other rights in which are proprietary to third parties and which are included in the Services or Deliverables or otherwise provided to the Client under the Agreement.
TUPE:	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).
VAT:	means value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement. A reference to a Schedule means a Schedule to the Statement of Work.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Agreement shall be binding on, and enure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 TRUTH CONSULTINGS OBLIGATIONS

- 2.1 Truth shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the Statement of Work in all material respects.
- 2.2 The Services will be performed by Truth Personnel in a professional and workmanlike manner by appropriately qualified, trained and experienced personnel in accordance with the level of skill, care and diligence customarily observed by a skilled supplier of similar services.
- 2.3 Whilst Truth will use due care and skill in the performance of the Services and the provision of the Deliverables, the Client acknowledges that Truth does not provide legal advice and is not responsible for ensuring the Client's compliance with any applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies.
- 2.4 Truth will use reasonable endeavours to meet the performance dates or timescales specified in the Statement of Work, but any such dates will (unless stated otherwise in a Statement of Work) be estimates only and time for performance will not be of the essence of the Agreement.
- 2.5 The provision of the Services in accordance with the Agreement and the Charges described in the Statement of Work are based on the Risks and Assumptions. In the event that any of the Risks and Assumptions are incorrect the Client acknowledges that it may affect Truth's ability to perform the Services. In such circumstances Truth shall not be liable for any related non-performance of the Services and shall be entitled to change the Services and/or the Charges (as applicable) to take account of such factors. Truth shall notify the Client of the changes which need to be made as a result of the deviations from the Risks and Assumptions and the parties shall agree such changes in writing in accordance with clause 4.

3 CLIENT'S OBLIGATIONS

3.1 The Client shall:

- 3.1.1 co-operate with Truth in all matters relating to the Services;
- 3.1.2 provide in a timely manner access to such information, data and personnel as Truth may reasonably request from time to time in relation to the performance of the Services, and ensure that all information and data provided is accurate in all material respects and that all personnel provided have sufficient knowledge and understanding of the Services;
- 3.1.3 unless a specific time frame for the Client's response is specified in the Statement of Work, the Client shall respond promptly to any request by Truth for information or approval;
- 3.1.4 provide, for Truth and Truth's Personnel, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Truth in relation to the performance of the Services and inform Truth and Truth's Personnel of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises;
- 3.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the receipt of the Services, the provision and use of the Client Material and receipt and use of the Deliverables; and
- 3.1.6 comply with any additional responsibilities as set out in the relevant Statement of Work.

3.2 Without prejudice to any restrictions set out in these Terms of Business (including without limitation restrictions on the use of Third Party IP), the Client acknowledges that its use of the Deliverables shall, at all times, be subject to the Deliverable Restrictions set out in the Statement of Work.

3.3 If Truth's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees:

- 3.3.1 Truth will not be responsible for any failure or delay of Truth to perform such obligations; and
- 3.3.2 the Client will be responsible for all reasonable costs, charges or losses sustained or incurred by Truth as a result of such act or omission subject to Truth confirming such costs, charges and losses to the Client in writing.

4 ADDITIONS AND CHANGE CONTROL

- 4.1 If either party wishes to change the scope or execution of the Services or Deliverables or add further Services or Deliverables to the scope of the Agreement (a **Change**), it shall submit details of the requested Change to the other in writing.
- 4.2 If either party requests a Change, Truth shall, within a reasonable time, provide a written estimate to the Client of:
- 4.2.1 the likely time required to implement the Change;
 - 4.2.2 any necessary variations to Truth's Charges arising from the Change;
 - 4.2.3 the likely effect of the Change on any Statement of Work; and
 - 4.2.4 any other impact of the Change on the Agreement.
- 4.3 If, having received the written estimate, the Client wishes Truth to proceed with the Change, Truth has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its Charges, the Services, the Statement of Work and any other relevant terms of the Agreement to take account of the change.
- 4.4 Truth may (but is not obliged to), from time to time and without notice, change the Services or Deliverables in order to comply with any applicable statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Services or Deliverables.

5 THIRD PARTIES

- 5.1 Where Truth is required as part of the Services to enter into contracts with third parties (including but not limited to providers of advertising media, data suppliers, venues, transport providers and printers) (**Third Parties**), Truth will enter into contracts with such Third Parties in accordance with standard or individual terms, conditions and contracts or on such other terms as Truth is able to agree. The Client acknowledges that in connection with such Third Parties and in connection with the goods or services provided by such Third Parties, Truth's obligations and liabilities in connection with such goods or services shall be limited to such protection as it is able to pass through from the Third Parties themselves in accordance with the contracts Truth enter into with such Third Parties.
- 5.2 The Client acknowledges and accepts that the use of such Third Parties as part of the Services will be subject to the terms and conditions of such Third Parties.

6 CLIENT MATERIALS

- 6.1 Where the Client provides any Client Materials to Truth the Client will ensure that the Client Materials are complete and accurate and will obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the use of the Client Materials in the performance of the Services.
- 6.2 The Intellectual Property Rights and other rights in any Client Materials will remain the property of the Client or the applicable third party. The Client hereby grants to Truth a sub-licensable, royalty free right to use the Client Materials to the extent necessary to enable Truth to provide the Services and perform its other obligations under the Agreement.

- 6.3 The Client warrants and undertakes on an ongoing basis that use of any of the Client Materials by Truth, its Affiliates, Truth's Personnel and any third party involved in providing the Services and/or Deliverables shall not infringe the Intellectual Property Rights or any other rights of any third party or breach any applicable laws, regulations, regulatory policies, guidelines or codes.
- 6.4 The Client shall indemnify Truth against all loss, damage, claims, liabilities, fees, costs and expenses suffered or incurred by Truth arising out of or in connection with any breach of the warranty given in clause 6.3 or any other act or omission of the Client.

7 CHARGES, EXPENSES AND PAYMENT

- 7.1 In consideration of the performance of the Services and the provision of the Deliverables, the Client will pay Truth the Charges in accordance with the Statement of Work.
- 7.2 Unless otherwise stated in a Statement of Work, the Client will be responsible for VAT, which Truth will add to its invoices at the appropriate rate.
- 7.3 Truth will invoice the Client for the Charges and expenses in accordance with the timescales set out in the Statement of Work, or in the absence of such timescales on a monthly basis or as otherwise agreed between the parties in writing, and the Client will pay each invoice submitted to it by Truth in full, and in cleared funds, within 30 days of receipt.
- 7.4 Without prejudice to any other right or remedy that Truth may have, if the Client fails to pay Truth on the due date Truth may:
- 7.4.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of The Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - 7.4.2 suspend any or all Services until payment has been made in full.
- 7.5 Without prejudice to any other rights and remedies, the Client will reimburse Truth for any charges, expenses or losses suffered or incurred by Truth as a result of the Client failing to pay by the due date any costs or expenses which relate to the provision of third party suppliers.
- 7.6 Truth may, without prejudice to any other rights it may have, set off any liability of the Client to Truth against any liability of Truth to the Client.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 Truth Background IP is, and will remain, the property of Truth (or its licensors) and Truth hereby grants the Client a non-exclusive, non-transferrable, revocable licence to use Truth Background IP in accordance with the terms set out herein solely to the extent necessary to enable the Client to use the Services and receive the Deliverables.
- 8.2 The Intellectual Property Rights and other rights in the Deliverables (excluding for the avoidance of doubt, Truth Background IP and the Third-Party IP) will vest in the Client. To the extent that Truth acquires any rights in the Deliverables (excluding Truth Background IP and the Third-Party IP), Truth will take such steps as are necessary to assign such rights to the Client. The Client grants Truth royalty free, sub-licensable right to use the Deliverables for the provision of the Services.

- 8.3 Except as otherwise set out in a Statement of Work, the Third-Party IP is, and will remain, the property of the applicable third-party licensors. The Client's use of the Third-Party IP will be subject to the licence terms dictated by the applicable third-party licensors. Truth will inform the Client of such licence terms upon request. Truth does not give any warranties in respect of the Third-Party IP.
- 8.4 Truth warrants and undertakes on an ongoing basis that use by the Client of any of Truth Background IP and or the Deliverables (excluding any Third-Party IP or Client Materials incorporated into the Deliverables), shall not, so far as it is aware, infringe the Intellectual Property Rights or any other rights of any third party.

9 CONFIDENTIALITY

- 9.1 Neither party shall, without prior written consent of the other party, divulge or allow any disclosure of the whole or any part of the other party's Confidential Information to any person except its own employees and/or agents, and only to the extent that it is strictly necessary for the proper performance of the Agreement. Both parties undertake to the other party to ensure that such employees and/or agents are made aware of the confidentiality of such information and that such employees and/or agents owe a binding and effective duty of confidence to them in relation to such information.
- 9.2 The obligations of confidentiality under this clause 9 will not apply to information which:
- 9.2.1 comes into the public domain other than by way of a breach of the Agreement;
 - 9.2.2 is lawfully in a party's possession before disclosure under the Agreement and such party can provide reasonable evidence of such possession;
 - 9.2.3 is received by a party from a third party who does not breach any duty of confidence in disclosing it; or
 - 9.2.4 is required to be disclosed by law, by any court of competent jurisdiction.
- 9.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or to be implied from the Agreement.
- 9.4 For the avoidance of doubt the obligations set out in this clause 9 shall survive termination of the Agreement and shall continue indefinitely thereafter.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in the Agreement excludes the liability of Truth:
- 10.1.1 for death or personal injury caused by Truth's negligence; or
 - 10.1.2 for fraud or fraudulent misrepresentation.
- 10.2 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.

- 10.3 Both parties acknowledge and agree that the allocation of risk and liability contained in the Agreement is reasonable in all the circumstances having regard to the Charges and the nature of the Agreement and the ability of the Client to rely on its own insurance arrangements and other resources to bear or recover any loss and/or damage incurred.
- 10.4 Unless expressly stated in the Statement of Work that Truth is taking responsibility for ensuring compliance with any particular legislation or regulation, it is the Client's responsibility to check the content, accuracy, suitability and legislative and regulatory compliance of all Deliverables provided to the Client by or on behalf of Truth. Where a Deliverable is approved by the Client either orally or in writing or where the Client does not notify Truth of any problems with the Deliverable within 5 Business Days of receipt of the Deliverable by the Client, Truth will not have any liability for any errors, omissions or other problems with the Deliverables or for any resulting losses suffered by the Client.
- 10.5 Subject to clauses 10.1, 10.2 and 10.4:
- 10.5.1 Truth shall not, in any circumstances be liable for loss of profits, loss of contracts, loss of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss, damage to or corruption of data, or any indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, the exclusions set out in this clause apply, whether such losses are direct, indirect, consequential or otherwise; and
- 10.5.2 in any event, Truth's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for all claims arising in any Contract Year in connection with the performance or contemplated performance of the Agreement will be limited to an amount equal to the Charges paid or payable by the Client under the Agreement in respect of that Contract Year.

11 INSURANCE

- 11.1 Truth shall from (and including) the Commencement Date have in place and maintain for the duration of the Agreement:
- 11.1.1 public liability insurance of at least £5,000,000 (five million pounds); and
- 11.1.2 professional indemnity insurance of at least £5,000,000 (five million pounds).
- 11.2 Where required by the Client under a Statement of Work, Truth will obtain insurance cover in respect of any Client Materials which the Client notifies to Truth as having a replacement value in excess of £1,000 while those Client Materials within Truth's possession. Truth shall be entitled to recharge the cost of such insurance of the Client. In the event that the Client does not require Truth to obtain insurance in respect of the Client Materials in accordance with this clause, the Client Materials shall remain at the Client's risk at all times.

12 DATA PROTECTION

- 12.1 The following definitions apply in this clause:
- 12.1.1 Data Protection Law: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national

implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR.

- 12.1.2 Any terms or words defined in Data Protection Law and used in this clause 12 relating to personal data shall, for the purposes of this clause, have the meaning set out in Data Protection Law.
- 12.2 Both parties will comply with all applicable requirements of Data Protection Law. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 12.3 The parties acknowledge their understanding that for the purposes of Data Protection Law, except as otherwise stated in clause 12.8, the Client is the data controller and Truth is the data processor in relation to any personal data processed on behalf of the Client in connection with the performance by Truth of its obligations under the Agreement. Where, in respect of any personal data, the Client is a data processor on behalf of a third party, the Client warrants that the Client's instructions and actions regarding such personal data (including the appointment of Truth as a data processor) have been authorised by such third party. The relevant Statement of Work sets out the subject-matter, nature and purpose of processing by Truth, the duration of the processing and the types of personal data and categories of data subject. The Client acknowledges and agrees all such details are accurate and comprehensive.
- 12.4 Without prejudice to the generality of clause 12.2, the Client will ensure that it has all necessary consents and notices in place to enable the lawful transfer of the personal data to Truth and the lawful processing of such personal data by Truth (provided that Truth complies with the terms of this Agreement) for the duration and purposes of the Agreement.
- 12.5 Without prejudice to the generality of clause 12.2, Truth shall, where it acts as a data processor on behalf of the Client:
- 12.5.1 process that personal data only on the written instructions of the Client (and the Client hereby instructs Truth to process that personal data as required to perform its obligations under the Agreement) unless Truth is required by the laws of England and Wales or of any member of the European Union or by the laws of the European Union applicable to Truth to process personal data (**Applicable Laws**). Where Truth is relying on Applicable Laws as the basis for processing personal data, Truth shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Truth from so notifying the Client;
- 12.5.2 only appoint sub-processors as permitted under this clause 12;
- 12.5.3 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
- 12.5.4 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 12.5.5 not transfer any personal data outside of the European Union and the UK (**Permitted Territory**) unless it does so in accordance with Data Protection Law and the prior written authorisation of the Client has been obtained or such transfer is on the written instructions of the Client (and the Client hereby instructs and authorises Truth to transfer personal data outside the Permitted Territory where required for the provision of the Services, including but not limited to where personal data is accessed by or on

- behalf of the Client from outside the Permitted Territory, and where the Client has been notified that an authorised sub-processor is located or stores or accesses personal data outside the Permitted Territory);
- 12.5.6 taking into account the nature of the processing, assist the Client, at the Client's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Client's obligations under Data Protection Law with respect to (taking into account the information available to Truth) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.5.7 notify the Client without undue delay on becoming aware of a personal data breach, and (with regard to its obligations under clause 12.5.9) immediately inform the Client if (in Truth's opinion) an instruction of the Client's infringes Data Protection Law;
 - 12.5.8 at the written direction of the Client, delete or return personal data and copies thereof to the Client within a reasonable timescale following termination of the Agreement unless required by Applicable Law to store the personal data; and
 - 12.5.9 make available to the Client all information necessary to demonstrate its compliance with this clause 12 and Data Protection Law (which shall remain Truth's confidential information and which the Client shall not disclose or use other than to confirm Truth's compliance with Data Protection Law) and allow for and contribute to audits by the Client or the Client's designated auditor at the Client's expense, on reasonable written notice during business hours and subject to such reasonable measures as Truth (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.
- 12.6 The Client specifically authorises the appointment of any sub-processor set out in the Statement of Work or identified in the Agreement and generally authorises Truth to appoint further or alternative sub-processors. Where Truth appoints or replaces a sub-processor it shall notify the Client not less than 30 days in advance of any intended changes concerning the addition or replacement of such sub-processors. If the Client wishes to object to such changes, it must do so within 30 days of receiving such notice, by notifying Truth in writing accompanied by its reasons for such objection. Following any such objection, Truth may engage with the Client to provide alternatives or assurances in relation to such change. If the Client (acting reasonably in relation to its legal or regulatory compliance obligations) continues to object to such changes the Client may, within 30 days of receipt of the original notice, terminate on written notice without penalty the relevant Services directly affected by that change. Where the Client does not provide written notice of such termination, or continues to use such Services following the change, it shall be deemed to have accepted such change. Truth shall remain fully liable for all acts or omissions of any sub-processor engaged by it (and such engagements shall be on such sub-processors' terms of business which incorporate data protection obligations which are the same or more onerous in their effect as those set out in this clause 12).
- 12.7 The Client acknowledges that it has been provided with Truth's security information and policies (**Security**), copies of which are available on request and having reviewed and considered such Security, considers the measures set out in them to be such that Truth meets the requirements of Data Protection Law in respect of its processing under the Agreement.
- 12.8 Where Truth provides relevant Services under the Insight and Research schedule in a Statement of Work, Truth shall (unless otherwise agreed in the Statement of Work) act as a data controller in respect of personal data which it processes in relation to the provision of those Insight and Research Services.

13 TUPE

- 13.1 The Client warrants and represents that none of its personnel, or any personnel of any previous supplier of services which are or were the same or similar to the Services provided by Truth under the Agreement (**Previous Supplier**), formed an organised grouping of employees which had as its principal purpose the carrying out of activities for the Client.
- 13.2 The Client will indemnify Truth in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Truth including without limitation all legal expenses and other professional fees in relation to any claim made by any employee of the Client or any Previous Supplier who claims to have become an employee of or have rights against Truth by virtue of TUPE as a result of the commencement of the Agreement or any Services.

14 BRIBERY ACT

Each party shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010.

15 TERMINATION OF THE AGREEMENT

- 15.1 The Agreement will commence on the Commencement Date and continue until terminated by either party in accordance with the Statement of Work or otherwise in accordance with the terms of the Agreement.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 15.2.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 15.2.2 an order is made or a resolution passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or documents are filed with the Court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or an arrangement or composition is made by the other party with its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party) or an application to a court for protection from its creditors is made by the other party; or
 - 15.2.3 the other party takes or suffers any action similar or analogous to any of those in clause 15.2.2 in consequence of debt.

16 CONSEQUENCES OF TERMINATION

16.1 On termination or expiry of the Agreement:

16.1.1 the Client shall, within 5 days of termination or expiry of the Agreement:

16.1.1.1 pay to Truth all Truth's outstanding unpaid invoices and interest and in respect of all work undertaken up to such date but for which no invoice has been submitted, Truth may submit an invoice, which shall be payable immediately on receipt; and

16.1.1.2 reimburse Truth for any charges or expenses incurred by Truth to which Truth has committed prior to such date and/or which are imposed on Truth by third parties arising from such termination;

16.1.2 subject always to the Client's compliance with clause 16.1.1, Truth shall deliver up to the Client any Deliverables which have been developed in connection with the Services in such condition as they are at the point of termination; and

16.1.3 Truth may, at the Client's request and with Truth's agreement, chargeable on a time and materials basis at Truth's standard rates in force from time to time, assist the Client in transferring the Services to an alternative provider.

16.2 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

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

17 NON-SOLICITATION

The Client will not, without the prior written consent of Truth at any time from the Commencement Date to the expiry of six months after termination of the Agreement, solicit or entice away from Truth or its Affiliates or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Truth or its Affiliates.

18 FORCE MAJEURE

Truth shall not in any circumstances be in breach of its obligations under the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the same if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, supplier and/or subcontractor delays or failures, municipal failure, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for 1 (one) month, either party may terminate the Agreement by giving written notice to the other party.

19 NOTICES

19.1 Any notice required to be given under the Agreement, will be in writing and will be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, or sent by email to the other party to the address for notices set out in the Statement of Work or to such other address as notified in writing by the relevant party.

- 19.2 Any notice will be deemed to have been duly received:
- 19.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 19;
 - 19.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the Business Day after posting;
 - 19.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 19.2.4 if sent by email, at 9.00 am on the Business Day after sending.

20 PUBLICITY

Truth shall have the right during the term of the Agreement and after termination to use the Client's name and logo together with details of the nature of the work performed by Truth for the Client (where in the public domain) for marketing purposes.

21 GENERAL

- 21.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership, relationship of employer and employee, or authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of or otherwise bind the other party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 21.2 The Client may not assign or transfer any of its rights, or sub-contract any or all of its obligations under the Agreement without the prior written approval of Truth.
- 21.3 Truth may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under the Agreement without the consent of the Client.
- 21.4 Unless expressly provided for under the Agreement, the Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of the Agreement. The Client confirms that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement.
- 21.5 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other provisions or the validity or enforcement of the Agreement.
- 21.6 The failure to exercise or delay in exercising a right or remedy provided by the Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 21.7 No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement.

- 21.8 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, construction or interpretation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.9 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Agreement and that either party shall be entitled to enforce any such judgement in any other jurisdiction as appropriate.