

CONTRACT

1. DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: the employees of the Client who are employed by the Client during the Subscription Term, and who are authorised by the Client to use the Service.

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

Client Data: the data inputted by the Client, Authorised Users, or Diligencia on the Client's behalf for the purpose of using the Service or facilitating the Client's use of the Service.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.

Effective Date: the date of this agreement.

Initial Subscription Term: one year.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Personal Data: any information relating to an identifiable natural person.

Renewal Period: the period described in clause 13.1.

Service: the subscription service provided by Diligencia to the Client under this agreement via www.ClarifiedBy.com or any other website notified to the Client by Diligencia from time to time.

Service Credits: the number of Service Credits which are purchased by the Client during the Subscription Term pursuant to clause 8.1 and clause 8.2(b), which entitle Authorised Users to conduct "update" requests via the Service in accordance with this agreement.

Software: the online software applications provided by Diligencia as part of the Service.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Service Policy: Diligencia's policy for providing support in relation to the Service as made available at ClarifiedBy.com or such other website address as may be notified to the Client from time to time.

Subscription Fees: the fees payable by the Client to Diligencia for the Subscription Term.

Views: the number of Views which are purchased by the Client during the Subscription Term pursuant to clause 8.1, which entitle Authorised Users to conduct searches via the Service in accordance with this agreement.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole

or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to an organisation shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes emails.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. USER SUBSCRIPTIONS

- 2.1 Subject to:
 - (a) the Client purchasing Service Credits and Views and paying the relevant Subscription Fees to Diligencia in accordance with clause 8.1;
 - (b) the restrictions set out in this clause 2; and
 - (c) the other terms and conditions of this agreement,

Diligencia hereby grants to the Client a **non-exclusive, non-transferable** right to permit the Authorised Users to use the Service during the Subscription Term solely for the Client's internal business operations (which, for the avoidance of any doubt, shall include the Client incorporating data obtained from use of the Service within the reports it prepares for its own end users).

- 2.2 In relation to the Authorised Users, the Client undertakes that:
 - (a) each Authorised User shall keep a secure password for his use of the Service, that such password shall be changed no less frequently than monthly, and that each Authorised User shall keep his password confidential;

- (b) it shall maintain a written or online, up to date list of current Authorised Users and provide such list to Diligencia within five Business Days of Diligencia's written request at any time or times;
- (c) it shall permit Diligencia to audit the Service in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Diligencia's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;
- (d) if any of the audits referred to in clause 2.2(c) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Diligencia's other rights, the Client shall promptly disable such passwords and Diligencia shall not issue any new passwords to any such individual; and
- (e) if any of the audits referred to in clause 2.2(c) reveal that the Client has underpaid Subscription Fees to Diligencia, then without prejudice to Diligencia's other rights, the Client shall pay to Diligencia an amount equal to such underpayment as calculated in accordance with the prices agreed within ten Business Days of the date of the relevant audit.

2.3 The Client and any Authorised User shall not at any time:

- (a) distribute or transmit any Viruses to the Service or the www.ClarifiedBy.com website;
- (b) misuse the Service or the www.ClarifiedBy.com website by knowingly introducing Viruses or any other material which is malicious or technologically harmful;
- (c) gain or attempt to gain unauthorised access to the Service or the www.ClarifiedBy.com website, the server on which that site is stored, or any server, computer or database connected to such site; or
- (d) attack the www.ClarifiedBy.com website via a denial-of-service attack or a distributed denial-of service attack,

and in the event of any breach of this clause 2.3, the Client's right to use the Service will cease immediately and without further notice.

2.4 The Client shall not:

- (a) except as allowed by mandatory provisions of applicable law:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Service in order to build a product or service which competes with the Service; or
- (c) use the Service to provide any services to third parties (except that the Client may incorporate data obtained from use of the Service within the reports it prepares for its own end users); or

- (d) subject to clause 21.1, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users except as permitted by this agreement; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 2.
- 2.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Diligencia.
- 2.6 The rights provided under this clause 2 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

3. SERVICE

- 3.1 Diligencia shall, during the Subscription Term, provide the Service to the Client on and subject to the terms of this agreement.
- 3.2 Diligencia shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Diligencia has used reasonable endeavours to give the Client at least six Normal Business Hours' notice in advance.
- 3.3 Diligencia will, as part of the Service and at no additional cost to the Client, provide the Client with Diligencia's standard client support service via telephone or email during Normal Business Hours in accordance with Diligencia's Support Service Policy in effect at the time that the Service is provided. Diligencia may amend the Support Service Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced support Service separately at Diligencia's then current rates.

4. CLIENT DATA

- 4.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Client Data.
- 4.2 Diligencia shall, in providing the Service, comply with its privacy policy relating to the privacy and security of the Client Data available at www.ClarifiedBy.com or such other website address as may be notified to the Client from time to time, as such document may be amended from time to time by Diligencia in its sole discretion.
- 4.3 If Diligencia processes any Personal Data on the Client's behalf when performing its obligations under this agreement, the parties record their intention that the Client shall be the data controller and Diligencia shall be a data processor and in any such case:

- (a) the Client acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Service and Diligencia's other obligations under this agreement;
- (b) the Client shall ensure that the Client is entitled to transfer the relevant Personal Data to Diligencia so that Diligencia may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Client's behalf;
- (c) the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (d) Diligencia shall process the Personal Data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Client from time to time; and
- (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

4.4 Please refer to the Data Processing Addendum for further details

5. **THIRD PARTY PROVIDERS**

5.1 The Client acknowledges that the Service may enable or assist it to access the website content of, correspond with, and purchase information, data and Service from, third parties via third party websites and that it does so solely at its own risk. Diligencia makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by the Client (or by any Authorised User on the Client's behalf), with any such third party. Any contract entered into and any transaction completed via any third party website is between the Client and the relevant third party, and not Diligencia. Diligencia recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Diligencia does not endorse or approve any third party website nor the content of any of the third party website made available via the Service.

5.2 The Client further acknowledges that in performing the Service, Diligencia gathers information and data from third party sources (**Third Party Information**) that it believes to be reliable, however the Third Party Information has not been independently verified. Accordingly, although the Third Party Information has been used in good faith, no representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability is or will be accepted, by Diligencia or by any of its officers, employees or agents in relation to the adequacy, accuracy, completeness or reasonableness of the Third Party Information, and any information (whether written or oral), report or document which contains or was prepared on the basis of the Third Party Information, and which is supplied or otherwise made available to the Client or the Authorised Users in connection with the Service. All and any such responsibility and liability is expressly disclaimed, and by entering into the Contract the Client agrees that use of any Third Party Information provided in connection with the Service is at the Client's own risk.

6. DILIGENCIA'S OBLIGATIONS

6.1 Diligencia undertakes that the Service will be performed with reasonable skill and care. The undertaking given in this clause 6.1 shall not apply to the extent of any non-conformance which is caused by:

- (a) use of the Service contrary to Diligencia's instructions; or
- (b) modification or alteration of the Service by any party other than Diligencia or Diligencia's duly authorised contractors or agents.

6.2 If the Service does not conform with the foregoing undertaking, Diligencia will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Diligencia:

- (a) does not warrant that the Client's use of the Service will be uninterrupted or error-free; or that the Service, and/or the information obtained by the Client through the Service will meet the Client's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This agreement shall not prevent Diligencia from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.4 Diligencia warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. CLIENT'S OBLIGATIONS

The Client shall:

- (a) provide Diligencia with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by Diligencia;in order to provide the Service;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Client responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as is agreed by the parties, Diligencia may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (d) ensure that the Authorised Users use the Service in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Diligencia, its contractors and agents to perform their obligations under this agreement, including without limitation the Service;
- (f) ensure that its network and systems comply with the relevant specifications provided by Diligencia from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Diligencia's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8. CHARGES AND PAYMENT

- 8.1 The Client shall pay the Subscription Fees to Diligencia for the Service Credits and Views in accordance with this clause 8.
- 8.2 The Client shall gain access to www.clarifiedby.com with the number of Service Credits and Views it has agreed with Diligencia by payment of the relevant Subscription Fees on the Effective Date. These Service Credits and Views will be credited to the Client's account with the Company (the **Client Account**), and Service Credits and Views shall be deducted from the Client Account each time an Authorised User carries out a search during the Subscription Term, on the following basis:
- (a) For Service Credits: the Client will be allocated a 'fair usage' number of Service Credits on the Effective Date, depending on the level of subscription they have purchased. Service Credits will be deducted from the Client Account in relation to each request.; and
 - (b) For Views: the Client will be allocated a 'fair usage' number of Views on the Effective Date, depending on the level of subscription they have purchased. One View will be deducted from the Client Account in relation to each "view" search.
- 8.3 In the event that the Client's balance of Service Credits and/or Views on the Client Account is reduced to zero, Diligencia will contact the Client to advise them they have reached the 'fair usage' limit and the Client will be given the option to move to a higher level of Subscription Fee in order to unlock additional Service Credits and/or Views. If the Client does not wish to move to a higher level of Subscription Fee, it is at Diligencia's discretion whether any further Service Credits and/or Views are added to the account during the Subscription Term. While reduced to zero the Authorised Users will not be permitted to carry out any further "update" searches using Service Credits or views of profiles using Views.
- 8.4 In the event that the Client's Service Credits and Views are not used during the Initial Subscription Term or within any subsequent Renewal Period (as the case may be):
- (a) the Service Credits and Views in question will be lost and will be removed from the Client Account without further notice at the end of the Initial Subscription Term or Renewal Period (as applicable); and

- (b) no refund shall be due to the Client in relation to any unused Service Credits and Views except as set out in Clause 8.7 (b) below.

- 8.5 The Client shall on the Effective Date provide to Diligencia such approved purchase order information as is acceptable to Diligencia and any other relevant valid, up-to-date and complete contact and billing details. Diligencia shall invoice the Client prior to the Effective Date and / or on an ongoing basis during the Subscription Term, for the amount of Subscription Fees it agrees in writing with the Client from time to time, with the initial invoice being payable immediately, prior to the Effective Date, and subsequent invoices being payable within 30 days after the date of such invoice.

- 8.6 If Diligencia has not received payment of the initial invoice prior to the Effective Date, or payment of subsequent invoices within 30 days of the date of the relevant invoice, and without prejudice to any other rights and remedies of Diligencia:
 - (a) Diligencia may, without liability to the Client, disable the Client's password, account and access to all or part of the Service and Diligencia shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 8.7 All amounts and fees stated or referred to in this agreement:
 - (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 12.4(b), non-cancellable and non-refundable, except that a pro rata refund will be made in relation to unused Service Credits and Views as at the date of termination only if this agreement is terminated by the Client pursuant to clause 13.2(b), but no refunds will be made in any other circumstances;
 - (c) are exclusive of value added tax, which shall be added to Diligencia's invoice(s) at the appropriate rate.
 - (d) The Client shall pay all amounts due under the Contract in full cleared fund without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If the Client is compelled to make any such deduction, it will pay Diligencia such additional amounts as are necessary to ensure receipt by Diligencia of the full amount which they would have received but for the deduction.

- 8.8 Diligencia shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Client.

9. PROPRIETARY RIGHTS

- 9.1 The Client acknowledges and agrees that Diligencia and/or its licensors (as the case may be) own all intellectual property rights in the Service. Except as expressly stated herein, this agreement does not

grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.

9.2 Diligencia confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.5 The Client acknowledges that details of the Service, and the results of any performance tests of the Service, constitute Diligencia's Confidential Information.

10.6 Diligencia acknowledges that the Client Data is the Confidential Information of the Client.

10.7 This clause 10 shall survive termination of this agreement, however arising.

10.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. INDEMNITY

11.1 The Client shall defend, indemnify and hold harmless Diligencia against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Service, provided that:

- (a) the Client is given prompt notice of any such claim;
- (b) Diligencia provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
- (c) the Client is given sole authority to defend or settle the claim.

11.2 Diligencia shall defend the Client, its officers, directors and employees against any claim that the Service infringes in the United Kingdom any patent effective as of the Effective Date, copyright, trademark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

- (a) Diligencia is given prompt notice of any such claim;
- (b) the Client provides reasonable co-operation to Diligencia in the defence and settlement of such claim, at Diligencia's expense; and
- (c) Diligencia is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, Diligencia may procure the right for the Client to continue using the Service, replace or modify the Service so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

11.4 In no event shall Diligencia, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

- (a) a modification of the Service by anyone other than Diligencia; or
- (b) the Client's use of the Service in a manner contrary to the instructions given to the Client by Diligencia; or
- (c) the Client's use of the Service after notice of the alleged or actual infringement from Diligencia or any appropriate authority.

11.5 The foregoing and clause 12.4(b) state the Client's sole and exclusive rights and remedies, and Diligencia's (including Diligencia's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of Diligencia (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Client of the Service or any part of them; and

- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 12.2 Except as expressly and specifically provided in this agreement:
- (a) the Client assumes sole responsibility for results obtained from the use of the Service by the Client, and for conclusions drawn from such use. Diligencia shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Diligencia by the Client in connection with the Service, or any actions taken by Diligencia at the Client's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - (c) the Service is provided to the Client on an "as is" basis.
- 12.3 Nothing in this agreement excludes the liability of Diligencia:
- (a) for death or personal injury caused by Diligencia's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 12.4 Subject to clause 12.2 and clause 12.3:
- (a) Diligencia shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) Diligencia's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total amount of the Subscription Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose.

13. TERM AND TERMINATION

- 13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- (a) the Client opts to end the agreement after the first month of the Initial Subscription Term, and has provided such notice in writing within one month of the Effective Date. In this event, Diligencia will refund the Client's pro-rata fee for the subsequent 11 months of the Initial Subscription Term;
 - (b) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

- (c) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with 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;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party 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;
- (g) 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;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(j) (inclusive); or

- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

Diligencia shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Diligencia or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

15. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERANCE

19.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. ENTIRE AGREEMENT

20.1 This agreement, any Schedules, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

21. ASSIGNMENT

21.1 The Client shall not, without the prior written consent of Diligencia, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.2 Diligencia may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. NO PARTNERSHIP OR AGENCY

Nothing in this agreement 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 (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. NOTICES

24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this

agreement, or such other address as may have been notified by that party for such purposes, or by email to the other party's email address as set out in this agreement.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received one Business Day after transmission.

25. GOVERNING LAW

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

26. JURISDICTION

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