

This Master Services Agreement (MSA) contains the general terms and conditions on which we supply services to you which, together with any applicable Letter of Engagement, comprise the terms of the contract between us. Please read these terms carefully when you submit to us your countersigned Letter of Engagement as these will be binding on you.

THIS AGREEMENT commences on the date of the Letter of Engagement and is made between:

The Client: The Client named in the relevant Letter of Engagement

AvISO: AvISO Consultancy Ltd (Co. Reg. No. 08246476) whose registered office is at 198 High Street, Tonbridge, Kent, TN9 1BE, trading through its London office at 201 Borough High Street, London SE1 1JA and its Kent office at Brooksmarle Farm, Ham Lane, Burwash Kent TN19 7ER

BACKGROUND

1. AvISO is a professional consultancy specialising in provision of services in connection with internationally recognised management systems. The Client desires to obtain some or all of such services from AvISO pursuant to the terms and conditions set out in this Agreement and any relevant Letter of Engagement.
2. Either at commencement or from time to time during the currency of this Agreement (as the case may be), the Client shall request AvISO to provide services and AvISO shall agree to such provision on the terms of the Letter of Engagement setting out the particular terms applicable to that supply.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 The following terms, when used in this Agreement, shall have the following meanings:

Agreement means the Agreement between the Client and AvISO for the supply of services in accordance with the terms and conditions of this Master Services Agreement (**MSA**) and includes the provisions of the relevant and applicable Letter of Engagement or Letters of Engagement that are incorporated by reference herein.

Agreed Change means an agreement for change to the scope of the Services or the particulars and charges applicable as set out in an Addendum to the relevant Letter of Engagement.

Agreement Date means the date set out in the relevant Letter of Engagement.

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

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, services, affairs and finances of the Party or any Group Company for the time being confidential to the Party or any Group Company and trade secrets including, without limitation, passwords, logon codes, technical or commercial know-how, specifications, inventions, processes or initiatives, data, materials, technology, computer programs, software, specifications, manuals, business plans, marketing plans or any Intellectual Property Rights which are of a confidential nature, technical data and know-how relating to the business of the Party or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Party creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation means the Data Protection Act 2018, 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 including any successor legislation to the GDPR or the Data Protection Act 2018.

AvISO Consultancy Limited

Registered in England and Wales with company number: 08246476, VAT Registration Number: 199 4956 28

General Enquiries: 01892 800 476 London: +44 (0) 2037 458 476

email enquiry: info@avisoconsultancy.co.uk Registered office: 198 High Street, Tonbridge, Kent, TN9 1BE

- Force Majeure Event** means an event beyond the reasonable control of AvISO including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or any other third party), failure of a utility service, communications network or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any applicable law or regulation, accident, breakdown of plant or machinery, fire, flood, storm, earthquake or default or embargo of suppliers or sub-contractors.
- Group Company** means in respect of each Party, the Party, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
- Intellectual Property Rights** means copyrights, moral rights, patents, utility models, rights to Inventions, supplementary protection certificates, trademarks, trade names, service marks, design rights, database rights, topography rights, rights in computer software including source code, rights in goodwill, rights in undisclosed or Confidential Information (such as Know-How, trade secrets and inventions (whether patentable or not)), trade names, business names and all other similar, analogous or related intellectual property rights (whether registered or not), any licence, right or interest of any kind arising out of or granted or created in respect of the items referred to above and applications for or claims to protect any such rights anywhere in the world.
- Invention** any invention, idea, discovery, development, improvement or innovation made in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
- Letter of Engagement** means the Letter of Engagement (and if more than one the Letters of Engagement) setting out particular terms for supply specifying the services required, the date of their commencement, estimated duration and the agreed rates of compensation in respect of the Services to be provided under that Letter of Engagement and this Agreement and includes any Addendum from time to time varying the terms of the relevant Letter of Engagement by agreement.
- Materials** any and all materials (produced in any media including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including but not limited to documents, designs, drawings, plans, specifications, design details, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations, brochures, reports, notes of meetings, calculations, models, data, databases, Letters of Engagement, programmes, budgets and any other materials and information developed or provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.
- Project** shall mean in respect of each Letter of Engagement the specific ad hoc or retained provision of AvISO's Services as set out in the relevant Letter of Engagement.
- Services** shall mean in respect of each Letter of Engagement the services as requested by the Client and described in detail in the relevant Letter of Engagement.
- Termination Date** means the date of termination of this Agreement or, in respect of a Letter of Engagement, (as the case may be), howsoever arising.
- UKAS** means the United Kingdom Accreditation Service and shall include any successor body that may replace, supersede or take over any of the functions of UKAS.

- 1.2. In this Agreement the following rules of interpretation apply:
- 1.2.1. A reference to a statute or statutory provision is a reference to it 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.
- 1.2.2. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.2.3. A reference in these terms to **writing** or **written** includes fax and e-mail.
- 1.2.4. AvISO and the Client are together referred to as "**the Parties**" and individually as a "**Party**".
- 1.2.5. The Letter of Engagement forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the current Letter of Engagement or, if there is more than one, Letters of Engagement.
- 1.2.6. A reference to a Party includes its Group Companies (if any), representatives, successors or permitted assigns.
- 1.2.7. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.
- 1.2.8. A '**person**' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.9. Any words in the singular include the plural and vice versa.
- 1.2.10. Any words denoting the masculine shall include the feminine or neuter and vice versa.
- 1.2.11. All definitions, notes, and supplementary terms and conditions referred to in these terms form part of the Agreement as if they were expressly set out in it.
- 1.2.12. The clause headings are for reference only and do not affect the construction or enforceability of this Agreement.

2 Appointment

The Client appoints AvISO to provide the Services and AvISO agrees to provide such Services subject to the terms set out in this Agreement.

3 Basis of This Agreement

- 3.1 By signing this Agreement the Client warrants that it is:
 - 3.1.1 using the Services for business purposes; and
 - 3.1.2 not a consumer.
- 3.2 The contract comprised within this Agreement is made up of the following:
 - 3.2.1 The Letter of Engagement (or if applicable Letters of Engagement); and
 - 3.2.2 this MSA.
- 3.3 If there is any conflict or ambiguity, the terms set out in a Letter of Engagement shall have priority over the terms set out in this MSA.
- 3.4 On receipt of a Letter of Engagement:
 - 3.4.1 If the Client accepts its terms the Client shall promptly sign and return one copy to AvISO;
 - 3.4.2 If the Client does not accept its terms the Client shall promptly advise AvISO;
 - 3.4.3 If the Client continues to instruct AvISO without signing and returning a copy of the Letter of Engagement, it shall nevertheless be deemed to have accepted the terms of the Letter of Engagement.

4 Change Control

- 4.1 Amendment to the scope or specification of the Services shall be agreed between the Parties in writing ('**Agreed Change**') either:
- 4.1.1 as reasonably requested by the Client or by AvISO; or
 - 4.1.2 when rendered necessary for example as becomes apparent during initial due diligence or research; or
 - 4.1.3 the matter becomes more protracted or is more complicated than is known at commencement; or
 - 4.1.4 because the Client's additional requirements go excessively or unreasonably beyond the scope originally envisaged to be included.
- 4.2 In case of any such Agreed Change, AvISO shall be entitled (as the case may be) either to revise the amount of budgeted fees or to charge for additional services, time and materials needed to meet the Client's requirements.
- 4.3 If the Client does not agree this revision it shall notify such to AvISO in writing and, from the date that notification is received, AvISO shall be entitled to discontinue further work and to charge for all services provided or time and materials arising to that date on a quantum meruit basis.
- 4.4 Additional Change Control provisions are (or may be) set out in the Letter of Engagement.

5 Services

- 5.1 AvISO shall:
- 5.1.1 perform the Services and shall carry out its obligations under this Agreement with reasonable diligence, care and skill;
 - 5.1.2 provide the Services so far as is reasonably practicable within agreed timescales;
 - 5.1.3 use reasonable endeavours to perform and supply the Services in accordance with the applicable Letter of Engagement; and
 - 5.1.4 ensure that its staff, including agents, employees, officers and consultants observe and abide by all laws, regulations, and by-laws as may apply to the provision of Services under this Agreement and, when working on Client premises, comply with the Client's health and safety procedures applicable at its premises, subject to Client providing copies of such procedures to AvISO prior to commencement of the Services.
- 5.2 AvISO is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and AvISO remains responsible for Services performed by any individual on its behalf. Where AvISO's charges are on a time and materials basis, or where any individual who will provide Services is named in a Letter of Engagement, it is AvISO's responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged.
- 5.3 It is the responsibility of the Client to satisfy itself that any advice received is appropriate to its business needs before implementing it.
- 5.4 **Client Obligations**
- To enable AvISO to perform its obligations the Client shall:
- 5.4.1 co-operate with AvISO in all matters relating to the Services;
 - 5.4.2 allow AvISO free, clear, full and safe access to its premises and/or its facilities, as required, during normal working hours for performing and completing the Services;
 - 5.4.3 follow AvISO's reasonable instructions relating to the Services;

- 5.4.4 provide to AvISO information it reasonably requires to perform its obligations under this Agreement. If the Client does not, within a reasonable time of being asked for it, provide us with the requested information, or provides incomplete or incorrect information, AvISO may either end the Agreement or the relevant Letter of Engagement (see Clause 12) or make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result. AvISO shall not be liable for any delay or failure in providing the Services if this is caused by the Client not giving the information requested within a reasonable time of being asked for it;
- 5.4.5 where AvISO requires, obtain and maintain a subscription to Office 365 with login access to Sharepoint; and
- 5.4.6 ensure a safe and adequate supply of necessary services, power supplies, connections and utilities for any work performed at its premises.
- 5.5 The Client acknowledges and agrees that AvISO's provision of the Services is dependent and conditional upon the Client meeting its obligations in this clause 5.
- 5.6 The Client shall not use or access or allow use or access to any Materials in connection with the carrying out of any fraudulent, criminal, or any other improper or illegal activity.
- 5.7 AvISO shall not be responsible for any delay in performance or failure to meet its obligations under this Agreement that is caused, directly or indirectly, by an event outside its control including:
- 5.7.1 utility or service failures;
- 5.7.2 the Client's failure to allow AvISO access to such of the Client's premises as may be required to perform or meet AvISO's obligations;
- 5.7.3 the Client's failure to co-operate with AvISO and/or to follow its reasonable instructions;
- 5.7.4 the unavailability and/or unresponsiveness of the Client;
- 5.7.5 services that are not directly supplied or provided by AvISO but by third parties;
- 5.7.6 unforeseen events or circumstances;
- 5.7.7 any other delay or default of the Client;
- 5.7.8 any failure of the Client to obtain and/or maintain any UKAS Certification applied for;
- 5.7.9 any regulatory or legal obligation which comes to AvISO's notice. AvISO shall notify the Client in any such event and shall not be liable under this Agreement if, as a result of needing to comply with any such law or requirement, it is rendered in breach of any of its other obligations under this Agreement; or
- 5.7.10 any other event beyond AvISO's reasonable control including, but not limited to, any Force Majeure Event.
- 5.8 AvISO shall contact the Client as soon as reasonably possible to let it know that provision of the Services is delayed or affected by any of the events listed in clause 5.7 and AvISO shall take commercially reasonable steps to minimise the effect of the delay or failure.

6 Ownership of Intellectual Property

- 6.1 For the purposes of this Clause 6, **Background Materials** include any Materials which have been produced or developed prior to the Agreement Date, whether or not developed specifically for the Client. AvISO acknowledges that, save in respect of Background Materials, all Intellectual Property Rights subsisting (or which may in the future subsist) in all Materials shall automatically, on creation, vest in the Client absolutely. To the extent that they do not vest automatically, AvISO holds them on trust for the Client. AvISO agrees at the Client's expense promptly to execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this clause 6.1.
- 6.2 AvISO hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which it has or will have in any Materials other than the Background Materials.

6.3 AvISO hereby grants to the Client a royalty free, non-exclusive, worldwide right and licence to use any Background Material:

6.1.1 for the purposes for which it was prepared and/or provided by AvISO to the Client; and

6.3.2 for use in the normal course of the Client's business and for purposes reasonably incidental thereto

Provided always that AvISO shall not be liable for use of the Materials including Background Materials for any purpose other than those for which they were prepared and/or provided.

7 Charges and Payment

7.1 Charges in respect of Services provided by AvISO to the Client under each Letter of Engagement are set out in detail in each applicable Letter of Engagement. All payments shall be in pounds sterling (GBP) unless an alternative currency is specifically agreed and stated in the relevant Letter of Engagement.

7.2 AvISO shall, in respect of Letters of Engagement setting out a time and materials basis for payment, issue a monthly invoice to the Client addressed to the Client at the address set out in the relevant Letter of Engagement. The invoice may also be issued via electronic mail to the Client's email address set out in the relevant Letter of Engagement.

7.3 AvISO accepts payment at its option by cheque or by money transfer to the account of which full details are set out in its invoices, using the relevant client number or invoice number as the payment reference.

7.4 Time is of the essence in respect of the Client's payment obligations. All Charges and expenses shall become due on the date of the applicable invoice. The Client must pay each invoice within thirty (30) days after the date of the invoice.

7.5 The Client's payment of AvISO's invoices shall in no way be conditional upon or delayed pending the Client's receipt of payment or funds from any third party and all amounts due under this Agreement shall be paid by the Client to AvISO in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and the Client shall not be entitled to assert any credit, set-off or counterclaim against AvISO in order to justify withholding payment of any such amount in whole or in part.

7.6 All Rates and Charges detailed in this Agreement, and all Letters of Engagement, are exclusive of Value Added Tax (VAT) or other applicable sales tax and, where applicable, such VAT or other applicable sales tax shall be added at the appropriate rate to the total of all Charges and expenses shown on the Client's invoice. AvISO shall pass on changes in the rate of VAT or applicable sales tax. If the rate of VAT or sales tax changes between the Agreement Date and the date AvISO provides the Services, AvISO shall adjust the rate of VAT or sales tax that the Client pays, unless the Client has already paid for the Services in full before the change in the rate of VAT or sales tax takes effect.

7.7 If any of AvISO's invoices becomes overdue, AvISO shall have the rights of suspension and termination set out in clause 11.

7.8 Overdue invoices shall accrue interest at 3% (three per cent) above the prevailing Bank of England base rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Client must pay interest together with any overdue amount and should AvISO have to issue legal proceedings to enforce payment of invoices pursuant to this Agreement, the Client accepts responsibility for all AvISO's legal fees and disbursements notwithstanding the value of the claim, on a full indemnity basis.

8 Representations & Warranties

8.1 AvISO represents and warrants to the Client as follows:

8.1.1 it has the full power and authority required to execute and enter into this Agreement and perform the Services provided for herein;

- 8.1.2 all Materials are provided “as is” and for use in respect of the Project only. In so far as is permitted by applicable law from time to time, all other conditions, warranties or other terms, beyond those already provided for in this Agreement, which might have effect between the Parties or be implied or incorporated into this 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, fitness for purpose and the use of reasonable skill and care;
- 8.1.3 for the duration of this Agreement, it shall procure and maintain:
- 8.1.3.1 professional indemnity insurance for an aggregate amount of at least £250,000;
- 8.1.3.2 employer’s liability insurance in accordance with the Employer’s Liability (Compulsory Insurance) Regulations 1998;
- 8.1.3.3 public liability insurance for an amount of at least £5,000,000;
- 8.1.3.4 any other insurance required by applicable law and regulation; and
- 8.1.4 it shall upon request provide the Client with sufficient documentary evidence (including, if required by the Client, copies of the relevant insurance documents) that such insurances are being properly maintained and all premiums fully paid.
- 8.2 The Client represents and warrants to AvISO as follows:
- 8.2.1 the Client possesses full power and authority to execute and enter into this Agreement and to fulfil its obligations hereunder;
- 8.2.2 the performance of the terms of this Agreement and of the Client’s obligations hereunder shall not breach any separate agreement by which the Client is bound.

9 Intellectual Property Indemnity

- 9.1 AvISO undertakes at its own expense to defend the Client or, at its option, to settle any claim or action brought against the Client alleging that the Materials infringe the Intellectual Property Rights of a third party in the United Kingdom (“**Claim**”) and shall be responsible for any reasonable claims, losses, damages, costs (including reasonable legal fees) liabilities and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim. For the avoidance of doubt, this Clause 9.1 shall not apply where the Claim in question is attributable to possession, use, development, modification or maintenance of the Materials (or any part thereof) by the Client other than in accordance with the terms of this Agreement, or results from the Client’s misuse or modification or from information the Client provided to AvISO.
- 9.2 If any third party makes a Claim, or notifies an intention to make a Claim against the Client, AvISO’s obligations under Clause 9.1 are conditional on the Client:
- 9.2.1 as soon as reasonably practicable, giving written notice of the Claim to AvISO, specifying the nature of the Claim in such detail as it reasonably possesses;
- 9.2.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of AvISO (such consent not to be unreasonably conditioned, withheld or delayed);
- 9.2.3 giving AvISO and its professional advisers access at reasonable times (on reasonable prior notice) to its officers, directors, employees, agents, representatives or advisers, and to any relevant documents and records within the power or control of the Client, so as to enable AvISO and its professional advisers to examine them and to take copies (at AvISO’s expense) for the purpose of assessing the Claim; and
- 9.2.4 subject to AvISO providing security to the Client to the Client’s reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as AvISO may reasonably request to avoid, dispute, compromise or defend the Claim.
- 9.3 AvISO shall be fully indemnified by the Client against all and any claims, losses, damages, costs (including reasonable legal fees) liabilities and expenses concerning infringement or alleged infringement of any form of Intellectual Property Right related to material provided to AvISO by the Client.

9.4 This clause shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

10 Liability

10.1 Nothing in this Agreement shall limit or exclude a Party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or sub-contractors;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1 neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

10.2.1 loss of profits;

10.2.2 loss of opportunity, sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of or damage to goodwill or reputation;

10.2.6 any indirect, incidental, special or consequential loss or damage.

10.3 Notwithstanding any other provision of this Agreement, the maximum and total liability of AvISO arising from or in connection with this Agreement shall not exceed the higher of (i) £50,000 and (ii) the total of the payments actually paid, or payable, to AvISO under the applicable Letter of Engagement or Letters of Engagement during the twelve (12) months prior to the date of any claim or if, at the time of claim, less than twelve months have elapsed since Agreement Date, during the term hereof.

11 Suspension and Termination

11.1 This Agreement and each Letter of Engagement shall continue until terminated in accordance with this clause 11.

11.2 **AvISO may suspend the Services if the Client does not pay.** If the Client does not pay for the Services when due (see Clause 7.4), AvISO may suspend work until the Client has paid the outstanding amounts and any agreed timescale shall be extended by no less than the period for which the due payment remains unpaid. As well as suspending the Services, AvISO shall charge the Client interest on the overdue payments (see Clause 7.8).

11.3 Without limiting its other rights or remedies either Party:

11.3.1 may terminate any Letter of Engagement or the Agreement by giving the other not less than 1 calendar month of notice in writing; or

11.3.2 may terminate this Agreement at any time when there is no current Letter of Engagement, by immediate written notice.

11.4 Without limiting its other rights or remedies, AvISO may terminate the Agreement or any current Letter of Engagement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment.

11.5 Without limiting its other rights or remedies, each Party may terminate any Letter of Engagement or the Agreement with immediate effect by giving written notice to the other Party if:

11.5.1 the other Party commits a material breach of its obligations under the relevant Letter of Engagement or this Agreement and (if such breach is remediable) fails to remedy that breach within twenty (20) Business Days after receipt of notice in writing to do so;

- 11.5.2 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.5.3 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 (where a company) 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;
- 11.5.4 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 the other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of that other Party;
- 11.5.5 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 its assets and such attachment or process is not discharged within ten (10) Business Days;
- 11.5.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);
- 11.5.7 the holder of a qualifying charge over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 11.5.8 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;
- 11.5.9 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 11.5.2 to clause 11.5.8 (inclusive);
- 11.5.10 the other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 11.5.11 the Client's financial position deteriorates to such an extent that in AvISO's opinion the Client's capability to adequately fulfil its obligations under the relevant Letter of Engagement or the Agreement has been placed in jeopardy.
- 11.6 Without limiting its other rights or remedies, AvISO may suspend the supply of Services or all further deliveries of Materials if the Client becomes subject to any of the events listed in clause 11.5.2 to clause 11.5.11, or AvISO reasonably believes that the Client is about to become subject to any of them.
- 11.7 On termination of the Agreement or any Letter of Engagement for any reason:
 - 11.7.1 the Client shall immediately pay to AvISO all of AvISO's outstanding unpaid invoices and interest and, in respect of Services supplied up to the Termination Date but for which no invoice has yet been submitted, AvISO shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 11.7.2 the Client shall return all of the Materials which have not been fully paid for. If the Client fails to do so, then AvISO may enter the Client's premises and take possession of them at the Client's cost. Until they have been returned, the Client shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Agreement;
 - 11.7.3 the accrued rights and remedies of the Parties as at termination shall not be affected, 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; and
 - 11.7.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12 Expenses

The Client shall be responsible for all appropriate or predetermined expenses of and incidental to supply of the Services as set out in the Letter of Engagement.

13 Non-Exclusive

This Agreement is not exclusive; AvISO is and remains at liberty to also provide services to third parties, and the Client is and remains at liberty to engage services (including similar services) from third parties. AvISO reserves the right to decline to provide any advice and assistance outside the scope of the Services as specified in any Letter of Engagement from time to time agreed between the Parties, even if AvISO may previously have provided such additional advice and assistance. The Client acknowledges and accepts that AvISO may accept and perform engagements from other companies, firms or persons in relation to its services or products at its absolute discretion and without any necessity to obtain the consent of the Client.

14 Confidentiality

- 14.1 Each Party (the “**Receiving Party**”) shall not divulge (and shall use its reasonable endeavours to prevent the publication and disclosure) to any third party any Confidential Information belonging to the other Party (the “**Disclosing Party**”) except as permitted by clause 14.3 or clause 14.3.
- 14.2 The Receiving Party shall not be bound by clause 14.1 in relation to Confidential Information that is:
- 14.2.1 published or comes into the public domain otherwise than by a breach of this Agreement; or
- 14.2.2 lawfully known to the Receiving Party before commencement of the provision of the Services or the Agreement Date whichever is the earlier; or
- 14.2.3 lawfully obtained by it from a third party which is free to divulge that information; or
- 14.2.4 required by law, UKAS or any court or other legal or regulatory authority with competent jurisdiction, provided that, to the extent it is legally permitted to do so, the Disclosing Party gives the other as much notice of such disclosure as possible; or
- 14.2.5 as otherwise agreed by the Parties in advance, in writing, within the Letter of Engagement or Agreed Change Addendum.
- 14.3 Each Party may disclose the other Party's Confidential Information to its consultants, employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its consultants, employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 14.
- 14.4 If either Party requires any Confidential Information to be restricted to specific personnel, or groups of personnel, within the other Party this must be explicitly detailed in the Letter of Engagement.
- 14.5 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 14.6 The provisions of this clause 14 shall survive the expiry or termination of the Agreement.

15 Data Protection and compliance with GDPR

- 15.1 Each Party shall comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 15.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and AvISO is the data processor (where **Data Controller**, **Data Processor** and **Personal Data** have the meanings as defined in the Data Protection Legislation).

- 15.3 Without prejudice to the generality of clause 15.1, to the extent that the Services involve the processing of any Personal Data, the Client shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to AvISO for the duration and purposes of this Agreement.
- 15.4 Without prejudice to the generality of clause 15.1, AvISO shall, in relation to any Personal Data processed in connection with the performance by AvISO of its obligations under this Agreement:
- 15.4.1 process that Personal Data only on the written instructions of the Client unless AvISO is required by the laws of any member of the European Union or by the laws of the European Union applicable to AvISO to process Personal Data (**Applicable Laws**). Where AvISO is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, AvISO shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit AvISO from so notifying the Client;
- 15.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 15.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 15.4.4 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:
- 15.4.4.1 the Client or AvISO has provided appropriate safeguards in relation to the transfer;
- 15.4.4.2 the data subject has enforceable rights and effective legal remedies;
- 15.4.4.3 AvISO complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 15.4.4.4 AvISO complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 15.4.5 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;
- 15.4.6 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 15.4.7 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
- 15.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.
- 15.5 Except in respect of AvISO's agents, consultants and sub-contractors, the Client does not consent to AvISO appointing any third party processor of Personal Data under this Agreement.
- 15.6 Either Party may, at any time on not less than 30 days' notice, revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 15.7 From time to time AvISO may contact the Client about products and services from AvISO and its business partners. The Client may opt-out of receiving mailings by contacting AvISO.
- 15.8 AvISO may with the prior written approval of Client (i) identify the Client as its Client, (ii) use the Client's name, logo and other identifying information or image in connection with emails, communications, and

proposals to other prospective Clients, and (iii) disclose the terms of this Agreement as may be required by law.

16 Assignment, Staff Obligations and Third Party Rights

- 16.1 This Agreement is personal to AvISO and may not be assigned by AvISO, nor may any of its duties, rights or liabilities be assigned or transferred without the prior written consent of the Managing Director of the Client.
- 16.2 Each Party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither Party second its employees or any of them to the other, nor is it the intention of either Party to have or create an employee/employer relationship with the other. Each Party shall indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.
- 16.3 For the purposes of this clause 16.3, an “**Associate**” shall include any employee, officer, consultant or sub-contractor of a Party and includes any person, firm, partnership, corporation, entity or association through whom such employee, officer, consultant or sub-contractor is engaged by that Party at any time during the six (6) months preceding the Termination Date.
- 16.3.1 Each Party agrees that during the Agreement and for a period of one (1) year immediately following the Termination Date it shall not directly or indirectly, for itself or on behalf of any person, firm, partnership, corporation, entity or association without the express written permission of the other Party:
- 16.3.1.1 work with, employ, solicit or otherwise engage any Associate of the other Party with whom it had material contact in connection with Services performed under any Letter of Engagement or directly or indirectly introduce the other Party’s Associate to a third party who works with or engages the services of AvISO;
- 16.3.1.2 work with, solicit, provide services to or otherwise engage with any clients of the other Party (including any client the other Party is currently working for or that has been a client of the other Party during the twelve (12) months prior to the Termination Date).
- 16.3.2 Should either Party breach its obligations in clause 16.3.1.1 then it shall be liable to pay the other Party an introduction fee equivalent to the Associate’s annual fee income, annual salary or annual total taxable emoluments earned in the year immediately preceding such work or engagement.
- 16.3.3 All introduction fees arising under clause 16.3.2 are due and payable within 7 days of the commencement of the work or engagement and are subject to the addition of VAT or other applicable sales tax (as the case may be).

17 Variation

No variation or amendment of this Agreement shall be valid and effective unless it is in writing and signed by the Parties (or their authorised representatives).

18 Notices

- 18.1 All notices, or other communications that may be or are required to be given, served, or sent by either Party to the other Party pursuant to or in connection with this Agreement, shall be in writing and shall be mailed by recorded or registered mail, addressed to the recipient Party at its registered office or such other address as that Party may have specified to the other Party in writing in the Letter of Engagement.
- 18.2 A notice or other communication shall be deemed to have been received: if sent by pre-paid first class recorded or registered mail, at 9.00 am on the second Business Day after posting.

18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19 Force Majeure

19.1 AvISO shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

19.2 If the Force Majeure Event prevents or delays AvISO from supplying any of the Services under the applicable Letter of Engagement or meeting any of its obligations under this Agreement for more than ten (10) Business Days, AvISO shall, without limiting its other rights or remedies, have the right either:

19.2.1 to suspend performance of any its obligations under a Letter of Engagement for so long as the Force Majeure Event prevents or delays supply; or

19.2.2 to terminate the relevant Letter of Engagement immediately by giving written notice to the Client.

20 Dispute Resolution

20.1 **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 laws of England and Wales.

20.2 **Jurisdiction.** Subject to Clauses 20.3 and 20.4, 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) save that the Parties may seek an interim injunction or other emergency measure in any jurisdiction.

20.3 Any disputes or claims arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims) shall be resolved as set out in clauses 20.3.1 to 20.3.4 and 20.4 below:

20.3.1 If any dispute arises in connection with this Agreement, the Client and AvISO appoint the following to resolve the dispute:

In the case of the Client: its CEO or Managing Director

In the case of AvISO: Paul Stevens

The Parties shall ensure that these representatives shall, within five (5) Business Days of a written request from one Party to the other, (unless another period of time is agreed in writing), meet in a good faith effort to consider the dispute.

20.3.2 In the event that the persons appointed in Clause 20.3.1 are also unable to resolve the dispute within five (5) Business Days from referral to them or within such other agreed period, the Parties shall have no further obligation to follow this resolution procedure and the provisions of 20.4 shall apply.

Provided always that in no event shall the provisions of this Clause 20.3 apply to disputes in respect of which either Party seeks interim relief in respect of any dispute.

20.4 If the dispute is not resolved at that meeting, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in accordance with the said Rules:

(i) the number of arbitrators shall be three;

(ii) the place of arbitration shall be London, United Kingdom;

(iii) arbitration shall be conducted in the English language.

21 General

- 21.1 **Language.** The English Language shall be used throughout in the Parties' communications, notifications, reports, correspondence, information, calculations and invoices in so far as they relate to the Services provided under this Agreement.
- 21.2 **Execution** – This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 21.3 **Third Parties.** Nobody else has any rights under this Agreement. This Agreement is between the Client and AvISO. No other person shall have any rights to enforce any of its terms.
- 21.4 **No Partnership.** Nothing in this MSA is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between AvISO and the Client, nor constitute either as the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other in any way.
- 21.5 **Entire agreement.**
- 21.5.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and the Client confirms that it has not entered into this Agreement on the basis of or relying on the same.
- 21.5.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.6 **Severability.**
- 21.6.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 21.6.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 21.7 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 21.7.1 waive that or any other right or remedy; or
- 21.7.2 prevent or restrict the further exercise of that or any other right or remedy.
- 21.8 **Cumulative Remedies.** Unless specifically provided otherwise, rights arising under this MSA are cumulative and do not exclude rights provided otherwise by law.

This Agreement has been signed and entered into with effect from the Agreement Date.