

TERMS FOR THE SUPPLY OF SAFETY SERVICES

(effective from 18th February 2021)

FIRST OPTION SAFETY GROUP LIMITED, a company registered in England and Wales with company number 05533445 and registered office and main trading address of Orwell House, 16-18 Berners Street, London W1T 3LN (“Supplier”).

BACKGROUND:

The Customer wishes to engage the Supplier for the provision of its services and the Supplier is willing to provide the Services to the Customer as set out in the Service Schedule and in accordance with the terms of this agreement.

IT IS AGREED:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 DEFINITIONS.

“**Account**” means customer’s online account through which they may access or book and / or manage the certain elements of the Online Services.

“**Business Day**” means 9.00am to 5.30pm Monday to Friday inclusive excluding public holidays in England and Wales. For the avoidance of doubt, where a “day” is referenced in the Agreement and is not specified to be a Business Day, then it shall be deemed to include a Saturday, Sunday or public holiday in England.

“**Commencement Date**” means the date hereof.

“**Confidential Information**” means any information of a confidential nature, as described in clause 10.2.

“**Covid-19 Injury**” shall include, but not limited to, exposure, or infection from Covid-19 which may result or does result in personal injury, illness, permanent disability or death.

“**Customer**” means the company or individual who purchases Online Services, Goods and / or Services from First Option, (being variously “you”, “Customer”) means any equipment, systems,

cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

“Customer’s Representative” means the Customer’s representative for the Services, appointed in accordance with clause 4.

“Deliverables” means all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form.

“Document” includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“Goods” means the goods (or any part of them) set out in the Order.

“Holding Company” has the meaning given in clause 1.6.

“In-put Material” means all Documents, information and materials provided by the Customer relating to the Services.

“Intellectual Property Rights” or **“IPR”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Location” means the place to which Goods shall be delivered or Services provided, as set out in any applicable Order.

“Pre-existing Materials” means all Documents, information and materials provided by the Supplier or its agents, subcontractors, consultants or employees relating to the Services which existed prior to the commencement of this agreement.

“Proposal” means the materials set out in Service Schedule given to the Customer describing how the Supplier proposes to carry out the Services.

“Services” means the services to be provided by the Supplier under this agreement, as set out in the Services Schedule.

“Subsidiary” has the meaning given in clause 1.6.

“Supplier’s Equipment” means any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

“Supplier’s Team” means the Supplier’s Manager and all employees, consultants, agents and subcontractors engaged in relation to the Services and who are appointed under clause 3.3; and

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2** Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5** 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) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8** A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.9** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11** A reference to writing or written includes fax and e-mail.
- 1.12** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13** References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those terms.

2. COMMENCEMENT AND DURATION

2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this agreement.

2.2 The Supplier shall provide the Services from the Commencement Date and shall continue to provide the Services throughout the term as specified in the Proposal.

3. SUPPLIER'S RESPONSIBILITIES FOR GOODS & SERVICES

3.1 The Supplier shall provide the Services, to the Customer, in accordance with the Services Schedule, and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

3.2 The Supplier shall meet, and time is of the essence as to, any performance dates specified in the order. If the Supplier fails to do so, the Customer may, (without prejudice to any other rights it may have):

3.2.1 terminate this agreement in whole or in part without liability to the Supplier;

3.2.2 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

3.2.3 purchase substitute services from elsewhere and receive a commensurate refund of charges paid or a reduction to the charges;

3.2.4 hold the Supplier accountable for any loss and additional costs incurred; and

3.3 The Supplier shall:

3.3.1 co-operate with the Customer in all matters relating to the Services;

3.3.2 comply with all applicable laws and regulations relating to the provision of the Services;

3.3.3 subject to the prior written approval of the Customer, appoint or replace without delay:

3.3.3.1 any member of the Supplier's Team, who shall be suitably skilled, experienced and qualified to carry out the Services.

3.3.4 promptly inform the Customer of the absence, (or anticipated absence), of any member of the Supplier's Team. If the Customer requires, the Supplier shall provide a suitably qualified replacement;

3.3.5 not make any changes to the Supplier's Team other than due to unavailability, sickness, maternity leave, redundancies or departures without the prior written approval of the Customer, (such approval not to be unreasonably withheld or delayed); and

- 3.3.6** ensure that the Supplier's Team use reasonable skill and care in the performance of the Services;
- 3.3.7** observe, and ensure that the Supplier's Team observe, all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to the Supplier under clause
- 3.3.8** notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
- 3.3.9** before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to the Services.

3.4 The Supplier acknowledges and agrees that:

- 3.4.1** the Customer is entering into this agreement on the basis of the Proposal, the Proposal is accurate and complete in all material respects, and is not misleading; and
- 3.4.2** if it considers that the Customer is not, or may not, be complying with any of the Customer's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under this agreement:
 - 3.4.2.1** to the extent that it restricts or precludes performance of the Services by the Supplier; and
 - 3.4.2.2** if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to the Customer in writing.

4. CUSTOMER'S OBLIGATIONS

The Customer shall:

- 4.1** co-operate with the Supplier in all matters relating to the Services and appoint (and, as it thinks fit, replace) the Customer's Representative in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
- 4.2** provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of the Services;
- 4.3** provide such information as the Supplier may reasonably request and the Customer considers reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects;
- 4.4** inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises or site.

5. CHANGE CONTROL

- 5.1** If either party has made requests to make a change to the scope or execution of the Services, the Supplier shall, within a reasonable time (and in any event not more than 5 Business Days after receipt of the Customer's request), provide a written estimate to the Customer of:
- 5.1.1** the likely time required to implement the change;
 - 5.1.2** any necessary variations to the Supplier's charges arising from the change; and
 - 5.1.3** any other impact of the change on this agreement.
- 5.2** Unless both parties' consent to a proposed change, there shall be no change to this agreement.
- 5.3** If both parties consent to a proposed change, the change shall be made, only after agreement of the necessary variations to the Supplier's charges, the Services and any other relevant terms of this agreement to take account of the change that has been reached and this agreement has been varied in accordance with clause 18.
- 5.4** If the Supplier requests a change to the scope or execution of the Services, in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the Customer shall not unreasonably withhold or delay consent to it. Unless the Supplier's request was attributable to the Customer's non-compliance with the Customer's obligations, neither the Supplier's charges nor any other terms of this agreement shall vary as a result of such change.

6. CHARGES AND PAYMENT

- 6.1** In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Proposal, in accordance with this clause 6. The charges shall be paid in British pounds, unless otherwise agreed in writing between the Customer and the Supplier.
- 6.2** The charges and payments by the Customer exclude:
- 6.2.1** the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of the Supplier's Team in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost; and
 - 6.2.2** VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.3** The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 6.4** If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, without limiting the other party's remedies under clause 15, the

defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above NatWest's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

- 6.5** In relation to payments disputed in good faith, interest under clause 6.4 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.6** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 6.7** The parties agree that the Supplier may review and increase the charges provided that such charges will not be increased more than once in any 12-month period. The Supplier will give the Customer not less than 1 months' notice of any increase.

7. QUALITY OF SERVICES

7.1 The Supplier warrants to the Customer that:

- 7.1.1** the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
- 7.1.2** the Services will materially conform with all descriptions and specifications provided to the Customer by the Supplier, including any relevant Service Schedule; and
- 7.1.3** the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform the Customer as soon as it becomes aware of any changes in that legislation.

7.2 The Customer's rights under this agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.

7.3 The provisions of this clause 7 shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the Supplier.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier shall own all Intellectual Property Rights in existence as at the date of this agreement and which are created in the provision of the Services. Nothing in this agreement is intended to transfer any title, right or interest in such Intellectual Property Rights to the Customer.

- 8.2** The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services or Online Services, Customer's use of any such Intellectual Property Rights is conditional on First Option obtaining a written licence from the relevant licensor on such terms as will entitle First Option to license such rights to Customer.
- 8.3** The Customer may use any materials provided by First Option as part of the Services (including, but not limited to, training materials, reports and online materials) for its internal business purposes only. The copyright in any such materials shall belong, and continue to belong, to First Option or its licensors.

9. INDEMNITY AND INSURANCE

- 9.1** During the term of this agreement the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £5 million (£500 thousand limit for communicable diseases related claims, including Covid-19) and shall, on the Customer's request, produce both the insurance certificate giving details of cover.
- 9.2** The Supplier shall at the request of the Customer from time to time, furnish such evidence as the Customer may reasonably request to demonstrate that such insurance cover has been maintained in force with such insurer and not breached and provide copies of any policy documentation requested by the Customer.
- 9.3** The Supplier shall not do anything to invalidate any insurance policy or to prejudice the Customer's entitlement under it and shall notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 9.4** The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in 9.2.
- 9.5** The Customer shall indemnify, defend and hold harmless the Supplier, its officers, employees, agents, representatives, associates, consultants and contractors (collectively "**Indemnitees**") from and against any and all losses, costs, expenses and damages, (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses), and any and all amounts reasonably paid in settlement of any claim or litigation and any settlement payments incurred by the Supplier or its Indemnitees in investigating, preparing, or defending against any litigation commenced or threatened by a Third Party, or any other claim, demand or proceeding of a Third Party (collectively "**Claims**"), arising out of or relating to a Covid-19 Injury.
- 9.6** The provisions of this clause 9 shall survive termination of this agreement, however arising.

10. CONFIDENTIALITY

- 10.1** Both parties undertake that each shall not at any time during this agreement, and for a period of 3 years after termination of this agreement, disclose to any person any In-pur Material (in the case of the Supplier), Pre-existing Material (in the case of the Customer),

technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this agreement, except as is permitted by clause 10.2.

10.2 Both parties may disclose Confidential Information:

10.2.1 to its employees, agents, consultants or subcontractors (and in the case of the Supplier, the Supplier's Team) as need to know such information for the purpose of discharging its obligations under this agreement. The party in receipt of such information shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Confidential Information comply with this clause 10; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this agreement.

10.4 All materials, equipment and tools, drawings, specifications and data supplied by one party to the other shall, at all times, be and remain the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications and data, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by that party until returned to the supplying party and shall not be disposed of or used other than in accordance with the any written instruction or authorisation.

11. ANTI-BRIBERY

11.1 The Supplier shall:

11.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

11.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 11.1.2, and will enforce them where appropriate;

11.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

11.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 11 (“Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

12. LIMITATION OF LIABILITY

12.1 The Supplier’s total aggregate liability under or in connection with this Agreement shall be limited to the Charges paid or payable by the Customer for the Services under this Agreement, for each and every claim originating out of the same originating cause or source. This limit shall apply howsoever that liability arises including, without limitation, a liability arising by breach of contract, arising by tort, (including, without limitation, the tort of negligence) or arising by breach of statutory duty.

12.2 Without prejudice to clause 12.6, the Supplier shall not be liable to the Customer for any loss of revenue, loss of actual or anticipated profits (including without limitation loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, any indirect, special or consequential loss or damage howsoever caused, nor any losses arising as a result of any third party bringing a claim in respect of any of the preceding types of loss, whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise.

12.3 To the extent permitted by applicable laws, the Customer hereby releases and holds harmless the Supplier, its officers, employees, agents, representatives, associates, consultants and contractors from any and all Customer, (as well as Customer Representative), claims that may be incurred in connection with the provision of the Services provided under this Agreement, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating to a Covid-19 Injury at any time during this Agreement or at any time in the future (collectively “**Covid-19 Claims**”).

12.4 The Supplier shall not be liable for any costs, loss, delay, inconvenience or damage the Customer suffers as a result of Covid-19 related compliance advice and support, or for the clinical decisions made, or advice given, following the results of daily temperature testing, or any other related Covid-19 compliance and monitoring activities.

12.5 The Supplier shall not be held in breach of this Agreement, and shall not be liable to the Customer for any loss or damage suffered or incurred by the Customer or any third person arising from any of the following:

12.5.1 any failure by the Customer to follow the instructions provided as part of the Services;

12.5.2 any failure to provide the Services in accordance with this Agreement as a result of any act or omission of the Customer, its employees or contractors (other

than the Supplier) including but not limited to any failure by the Customer, its employees or contractors to fulfil any of the Customer's obligations under this Agreement; and

12.5.3 any failure to provide the Services in accordance with this Agreement as a result of the Supplier's compliance with any instruction or direction given by the Customer if the Supplier informs the Customer before it complies with the instruction or direction that, in its opinion, that instruction or direction will inhibit performance of the Services.

12.6 Nothing within this clause shall exclude or limit liability for:

12.6.1 Death or personal injury caused by negligence; or

12.6.2 Fraud or fraudulent misrepresentation.

12.7 The express terms and conditions of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

12.8 The provisions of this clause 12 shall survive termination of this agreement, however arising.

13. TERMINATION

13.1 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:

13.1.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default for more than 30 days after being notified in writing to make such payment;

13.1.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

13.1.3 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;

13.1.4 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 any relevant legislation;

13.1.5 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;

13.1.6 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;

13.1.7 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;

13.1.8 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;

13.1.9 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;

13.1.10 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;

13.1.11 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 **13.1.2** to clause **13.1.10** (inclusive);

13.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.1.13 any warranty given by the other party in clause 7 of this agreement is found to be untrue or misleading.

13.2 For the purposes of clause 13.1.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

13.2.1 a substantial portion of this agreement; or

13.2.2 any of the obligations set out in clauses 8 (*Intellectual property rights*), 10 (*Confidentiality and the Supplier's Property*) and 11 (*Anti-bribery*).

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident mishap, mistake or misunderstanding.

14. CONSEQUENCES OF TERMINATION

- 14.1** On termination of this agreement for any reason, the Supplier shall immediately deliver to the Customer:
- 14.1.1** all Input Material and all copies of information and data provided by the Customer to the Supplier for the purposes of this agreement. The Supplier shall certify to the Customer that it has not retained any copies of Input Material or other information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in clause 10;
 - 14.1.2** a refund of any sums paid in advance for the Services which have not been received by the Customer as a result of the termination of the agreement; and
 - 14.1.3** all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the Customer (to the extent that they have not already done so by virtue of clause 8.1), who shall be entitled to enter the premises of the Supplier to take possession of them.
- 14.2** On termination of this agreement for any reason, the Customer shall immediately pay to the Supplier all sums due and owing to it in connection with this agreement.
- 14.3** Both parties shall return, destroy or otherwise deal with any Confidential Information as the disclosing party shall wish for it to be dealt with.
- 14.4** If either party fails to fulfil its obligations under this clause 14, then the party not in default may enter the defaulting party's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the defaulting party shall be solely responsible for their safe keeping.
- 14.5** On termination or expiry of this agreement, the following clauses shall continue in force:
- 14.5.1** Clause 8; (Property) and 11 (Anti-bribery),
 - 14.5.2** Clause 9; over the term of this agreement. In deciding whether
 - 14.5.3** Clause 10; any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or
 - 14.5.4** Clause 13; and misunderstanding.
 - 14.5.5** Clause 28.
- 14.6** Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. NON-SOLICITATION

During the course of our provision of Services and / or Online Services to you, and for a period of 12 months after such provision has ended, you agree that you will not offer to nor employ or engage or otherwise facilitate the employment or engagement of any supplier employee, agent or representative.

16. FORCE MAJEURE

16.1 “Force Majeure Event” means any circumstance not within a party’s reasonable control including, without limitation:

16.1.1 acts of God, flood, drought, earthquake or other natural disaster;

16.1.2 epidemic or pandemic;

16.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

16.1.4 nuclear, chemical or biological contamination or sonic boom;

16.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

16.1.6 collapse of buildings, fire, explosion or accident; and

16.1.7 interruption or failure of utility service.

16.2 Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:

16.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Business Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this agreement; and

16.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

16.6 If the Force Majeure Event prevails for a continuous period of more than 2 months, either party may terminate this agreement by giving 14 days' written notice to the other party.

On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

17. ASSIGNMENT AND OTHER DEALINGS

The Supplier may at any time appoint sub-contractors assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement, at its discretion.

18. VARIATION

Subject to clause 5, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. RIGHTS AND REMEDIES

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

21. SEVERANCE

21.1 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.

21.2 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.

22. ENTIRE AGREEMENT

- 22.1** 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.
- 22.2** 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.

23. NO PARTNERSHIP OR AGENCY

- 23.1** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

25. NOTICES

- 25.1** Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 25.1.1** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - 25.1.2** sent by email to info@firstoption.group
- 25.2** Any notice or communication shall be deemed to have been received:
- 25.2.1** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the property address;
 - 25.2.2** if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service;
 - 25.2.3** if sent by email, at 9.00am on the next Business Day after transmission.
- 25.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. COUNTERPARTS

- 26.1** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 26.2** Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) e-mail (in PDF, JPEG or other agreed format) or (b) by online document signing software shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 26.3** No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

- 27.1** If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (“Dispute”) then the parties shall follow the procedure set out in this clause:
- 27.1.1** either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“Dispute Notice”), together with relevant supporting documents. On service of the Dispute Notice, the Managing Director of the Supplier and Managing Director/owner or Officer of the Company of the Customer shall attempt in good faith to resolve the Dispute;
 - 27.1.2** if the Managing Director of the Supplier and Managing Director/owner of the Customer are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (“ADR notice”) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.
- 27.2** If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales.

28. 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.

29. 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).