

**Woodside Secretaries Limited - Terms and Conditions**

**1. Interpretation**

**1.1 The following definitions and rules of interpretation apply in these General Terms of Business.**

**1.2 Definitions:**

**"Agreement"** means the agreement between WSL and the Client for the supply of Services in accordance with these General Terms of Business and the relevant Engagement Letter.

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

**"Client"** means the person(s), company or firm who purchases Services from WSL, as specified in the relevant Engagement Letter.

**"Client Default"** has the meaning set out in clause 4.2.

**"Client Responsibilities"** means any assumptions and/or responsibilities of the Client, as may be set out in the relevant Engagement Letter:

**"Data Protection Legislation"** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**"Deliverables"** means any deliverables specified in an Engagement Letter produced by WSL for the Client.

**"Engagement Commencement Date"** has the meaning as defined in clause 2.3.

**"Engagement Letter"** means a letter issued by WSL and enclosing or referring to these General Terms of Business and containing the Scope of Services.

**"Fees"** means the charges payable by the Client for the supply of the Services in accordance with clause 5 (Fees and payment), as set out in the relevant Engagement Letter.

**"GDPR"** means General Data Protection Regulation ((EU) 2016/679).

**"General Terms of Business"**

means these terms and conditions as amended from time to time in accordance with clause 13.6.

**"Good Industry Practice"**

in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

**"Intellectual Property Rights"**

means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

**"Key Personnel"**

means any of WSL's personnel that may be identified in an Engagement Letter.

**"Scope of Services"**

means the description of the Services attached to the Engagement Letter.

**"Services"**

means the services, including the Deliverables, to be supplied by WSL to the Client as set out in the Scope of Services.

**"WSL"**

means **Woodside Secretaries Limited**, a company registered in England and Wales with company number 02270497 and registered office address at First Floor 12-14 Mason's Avenue, London, EC2V 5BT.

**"WSL Rates"**

has the meaning as defined in

	clause 5.1.1.		
	<b>"UK Data Protection Legislation"</b>	means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and General Data Protection Regulation (EU 2016/679), including any legislation which implements, amends, re-enacts or replaces it in England and Wales.	
1.3	<b>Interpretation:</b>		
1.3.1	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 all subordinate legislation made under that statute or statutory provision.		
1.3.2	Any words following the terms <b>including, include, in particular, for example</b> or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.		
1.3.3	A reference to <b>writing</b> or <b>written</b> includes email.		
2.	<b>Basis of Agreement</b>		
2.1	These are the General Terms of Business on which WSL provides its Services, as supplemented and/or amended by any relevant Engagement Letter (including any schedules or appendices to any such Engagement Letter), and which apply to each matter in relation to which WSL undertakes work for the Client.		
2.2	In the event of any conflict between the General Terms of Business and the relevant Engagement Letter, the Engagement Letter shall prevail.		
2.3	Unless otherwise agreed in the relevant Engagement Letter our work will begin when we receive the Client's implicit or explicit acceptance of that Engagement Letter (" <b>Engagement Commencement Date</b> "), at which point a legally binding agreement will come into existence between the parties, on the terms of such Engagement Letter and these General Terms of Business (current at the date of acceptance of the Engagement Letter).		
2.4	These General Terms of Business apply to each Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.		
2.5	Any quotation given by WSL is only valid for a period of 30 Business Days from its date of issue.		
3.	<b>Supply of Services</b>		
3.1	WSL shall supply to the Client the Services in accordance with the relevant Scope of Services in all material respects.		
3.2	WSL shall use all reasonable endeavours to meet any performance dates specified in the relevant Engagement Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.		
3.3	WSL reserves the right to amend any Scope of Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will		
			not materially affect the nature or quality of the Services, and WSL shall notify the Client in any such event.
		3.4	WSL warrants to the Client that the Services will be provided: (i) using reasonable care and skill; (ii) in accordance with Good Industry Practice; and (iii) in accordance with all applicable laws, regulations, codes and guidance.
		3.5	The Services are provided to the Client and may not, without WSL's prior written consent, be disclosed to any third party or be referred to in any public document or communication.
		3.6	Any advice or information WSL provides to the Client as part of the Services is for the Client's use and not for any third party to whom the Client may communicate it, unless WSL have expressly agreed in writing that a specified third party may rely on such advice or information. WSL accepts no responsibility to any third parties, including any group company of the Client, for any advice, information or material produced as part of WSL's Services.
		3.7	Before relying on and implementing any recommendations, advice and/or work products produced by WSL, the Client will evaluate them using its (their) own independent business judgement to ascertain whether WSL's recommendations, advice and/or any work products are suitable in the Client's business context. WSL does not take responsibility for any results of such reliance or implementation.
		3.8	No reliance shall be placed by the Client on any draft or interim advice or report or any draft or interim presentation. In the event the Client wishes to rely on any oral advice or on any interim advice or report or presentation, the Client shall inform WSL and WSL shall supply documentary confirmation of the advice concerned.
		3.9	The Services provided by WSL are solely for the purpose of the matter to which they relate, as set out in the relevant Engagement Letter. They may not be used or relied upon for any other purpose.
		3.10	The Client agrees to indemnify WSL on demand against any loss or damage suffered by WSL as a result of any reliance placed by any third party on any advice, recommendation, information and/or any other work product provided by WSL to the Client as part of the Services, whether or not WSL have expressly agreed in writing that such third party may rely on WSL's advice or information. This indemnity will extend to the cost of defending any such third party claims, including payment at WSL Rates for the time that WSL spend in defending it.
		3.11	Any advice given by WSL as part of its Services is current as at the date it is given, WSL does not accept responsibility if the Client acts on advice previously given by WSL without first confirming with WSL that the advice is still valid in light of any change in the law or the Client's circumstances.
		3.12	WSL shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

- 3.13 WSL excludes any liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which WSL's advice was given.
- 3.14 WSL shall use reasonable endeavours to ensure that the Key Personnel (if any) are involved in the delivery of the Services to the Client. Key Personnel may be removed from the provision of the Services or substituted for other individuals of equal or similar skill and/or experience. WSL shall notify the Client of any such removal and/or substitution.
- 3.15 Unless agreed otherwise in the relevant Engagement Letter, WSL will communicate with the Client and any relevant third parties via email or by other electronic means. The recipient is responsible for virus checking emails and any attachments. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. WSL uses virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and WSL cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. WSL will not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments. These are risks the Client agrees to bear in return for greater efficiency and lower costs.
- 4. Client's obligations**
- 4.1 The Client shall:
- 4.1.1 before the acceptance of our Engagement Letter, ensure that the scope of the Services set out in such Engagement Letter is appropriate to the Client's needs;
- 4.1.2 ensure that the Client's instructions in relation to the Services and any information it provides to WSL are complete and accurate;
- 4.1.3 inform WSL as soon as reasonably practicable upon becoming aware of any information and/or developments which may (in the Client's reasonable opinion) have a bearing on the Services;
- 4.1.4 co-operate with WSL in all matters relating to the Services;
- 4.1.5 comply with all Client Responsibilities (if applicable) with reasonable skill and care and in accordance with Good Industry Practice;
- 4.1.6 provide WSL, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by WSL in connection with the provision of the Services;
- 4.1.7 provide WSL with such information and materials, as WSL may reasonably require in order to supply the Services, and ensure that any information provided to WSL is complete and accurate in all material respects;
- 4.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 4.1.9 comply with all applicable laws.
- 4.2 If WSL's performance of any of its obligations under any Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
  - 4.2.1 without limiting or affecting any other right or remedy available to WSL, WSL shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays WSL's performance of any of its obligations;
  - 4.2.2 WSL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from WSL's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - 4.2.3 the Client shall reimburse WSL on written demand for any costs or losses sustained or incurred by WSL arising directly or indirectly from the Client Default.

4.3 WSL shall be entitled to assume that the person(s) named in the relevant Engagement Letter has(have) actual authority to instruct WSL and WSL will be entitled to rely on any information provided by such person(s).

4.4 Where the Services are performed for the benefit of more than one person and/or entity, the liability of such persons and/or entities shall be joint and several. Each such person and/or entity irrevocably permits WSL to disclose to any other person and/or entity at any time any information which WSL would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any such person and/or entity ends this permission during the provision of the relevant Services, or if a conflict of interest arises between such persons and/or entities, WSL may suspend or terminate the provision of the Services related to that matter to one or more of the affected persons and/or entities.

4.5 The Client shall not (or any of the Client's group companies or affiliates, as applicable), without WSL's prior written consent, for the duration of all Agreements to the expiry of 12 months after the termination of the last Agreement, solicit or entice away from WSL, employ or attempt to employ any person who is, or has been, engaged as WSL partner, employee, consultant or subcontractor in the provision of the Services, other than by means of a national advertising campaign open to all-comers and not specifically targeted at such persons.

**5. Fees and payment**

5.1 The Fees for the Services shall be as set out in the relevant Engagement Letter. If no Fees are specified in the relevant Engagement Letter, or if they are expressed as estimates, the Fees for the Services shall be calculated on a time and materials basis as follows:
  - 5.1.1 the Fees shall be calculated in accordance with WSL's standard rates ("**WSL Rates**"), based on the degree of responsibility of our partners, members, directors, employees or agents, as the case may be, involved in delivering the Services, their skill and time spent by them in performing the Services and the nature and complexity of the Services. The current WSL Rates are available upon request; and

- 5.1.2 WSL's daily rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days.
- 5.2 WSL reserves the right to review the WSL Rates at any time. WSL will notify the Client of any changes to the WSL Rates.
- 5.3 If the Fees are expressed in the Engagement Letter to be estimates, such estimates will be for guidance only, and will not represent the maximum charge.
- 5.4 WSL shall be entitled to charge the Client for any expenses reasonably incurred:
- 5.4.1 by the individuals whom WSL engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses;
- 5.4.2 for the cost of services provided by third parties and required by WSL for the performance of the Services, including reasonable courier expenses; and
- 5.4.3 for the costs of any materials used in the performance of the Services, including reasonable printing, stationery, photocopying and storage (if applicable).
- 5.5 Unless otherwise agreed to the contrary in the relevant Engagement Letter, the Fees do not include the costs of any third party or other professional fees.
- 5.6 Unless otherwise agreed in writing, all invoices shall be paid in sterling. If invoices are not paid in sterling and WSL incurs currency conversion charges or other bank charges, or WSL suffers exchange-rate losses, WSL reserves the right to charge additional sums to cover such items.
- 5.7 Unless otherwise agreed in the relevant Engagement Letter, WSL shall invoice the Client quarterly in arrears.
- 5.8 The Client shall pay each invoice submitted by WSL:
- 5.8.1 within 30 days of the date of the invoice or within such time as set out in the relevant Engagement Letter;
- 5.8.2 to the bank account or by such means, as specified in the relevant Engagement Letter; and
- 5.8.3 in full and in cleared funds to a bank account nominated in writing by WSL, and
- time for payment shall be of the essence of each Agreement.
- 5.9 All amounts payable by the Client under each Agreement are exclusive of amounts in respect of value added tax chargeable from time to time that maybe payable in connection with the Services ("VAT"). The Client shall, on receipt of a valid VAT invoice from WSL, pay to WSL such additional amounts in respect of any VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.10 If the Client fails to make a payment due to WSL under any Agreement by the due date, then, without limiting WSL's remedies under clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.11 All amounts due under any Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.12 WSL may request the Client to make a payment on account of Fees, disbursements and expenses at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for the Client. The total Fees payable may be higher than the amount the Client has paid on account. Money paid on account which is not subsequently required for Fees, disbursements and expenses will be refunded to the Client.
- 5.13 WSL reserves the right to exercise a lien over all funds, documents and records in WSL's possession relating to all Agreements until all outstanding Fees and disbursements are paid in full.
- 6. Intellectual property rights**
- 6.1 All Intellectual Property Rights in all documents, advice and other works (in any form, including, without limitation, in electronic form) arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by WSL. WSL grants to the Client a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purpose of receiving and using the Services and the Deliverables in its business.
- 6.2 WSL may retain for its subsequent use a copy of the advice or opinion of any third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any such third party will be instructed on the basis that any such advice or opinion will be retained. If WSL retains a copy of any advice or opinion in this manner WSL will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable the Client to be identified.
- 6.3 The Client grants WSL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to WSL for the term of the relevant Agreement for the purpose of providing the Services to the Client.
- 7. Data protection and data processing**
- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to WSL) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other relevant law that applies in the UK.
- 7.2 In the event the Services require WSL to process any Personal Data (as defined in the Data Protection Legislation) on behalf of the Client, the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller

- and WSL is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). If applicable, the relevant Engagement Letter sets out the scope, nature and purpose of processing by WSL, the duration of the processing and the types of Personal Data and categories of Data Subjects (both as defined in the Data Protection Legislation).
- 7.3 Without prejudice to the generality of clause 7.1, the Client will ensure that, if so required under the Data Protection Legislation, it has all necessary appropriate consents (or other lawful grounds, as determined in accordance with the Data Protection Legislation) and notices in place to enable lawful transfer of the Personal Data to WSL for the duration and purposes of the relevant Agreement.
- 7.4 Without prejudice to the generality of clause 7.1, WSL shall, in relation to any Personal Data processed as a data processor on behalf of the Client (as determined in accordance with the Data Protection Legislation) in connection with the performance by WSL of its obligations under the relevant Agreement:
- 7.4.1 process that Personal Data only on the written instructions of the Client unless WSL is required by Applicable Laws to otherwise process that Personal Data. Where WSL is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, WSL shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WSL from so notifying the Client;
- 7.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (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);
- 7.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 7.4.4 not transfer any Personal Data outside of the European Economic Area (otherwise than to the UK in the event UK is no longer part of the European Economic Area) unless WSL has put in place appropriate safeguards in relation to the transfer and the Data Subjects have enforceable rights and effective legal remedies, as required by the Data Protection Legislation;
- 7.4.5 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;
- 7.4.6 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 7.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the relevant Agreement unless required by Applicable Law to store the Personal Data; and
- 7.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 7.
- 7.5 WSL shall allow for audits by the Client or the Client's designated auditor to the extent necessary to verify WSL's compliance with clause 7.4, provided that any such audits shall be conducted not more than once in any 12 consecutive months' period. The Client shall: (i) provide at least 10 Business Days' notice in writing to WSL of its intention to conduct an audit; and (ii) use its best endeavours to ensure that the conduct of each audit does not unreasonably disrupt WSL, or delay the provision of the Services by WSL.
- 7.6 The Client consents to WSL appointing the third parties notified to the Client as third party processors of Personal Data under this Agreement and WSL shall not appoint any other third parties as third party processors of Personal Data under this Agreement without prior written consent from the Client (which shall not be unreasonably withheld or delayed). WSL confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in clause 7.4 (as applicable). As between the Client and WSL, WSL shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 7.6.
- 8. Conflicts of interest**
- 8.1 WSL takes conflict issues very seriously and has procedures in place to ensure that conflict checks are carried out on every engagement as soon as practicable.
- 8.2 Each party shall inform the other party if it becomes aware of an actual or potential conflict of interest.
- 8.3 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect the Client's interests then WSL will adopt those safeguards. Where possible this will be done on the basis of the Client's informed consent.
- 8.4 WSL reserves the right to act for other clients whose interests are not the same as or are adverse to the Client's interests, subject to the obligations of confidentiality set out in these General Terms of Business.
- 8.5 Where conflicts are identified which cannot be managed in a way that protects the Client's interests, WSL shall be entitled to terminate the relevant Agreement (or all Agreements, as appropriate) with the Client with immediate effect by serving notice in writing to the Client.

**9. Limitation of liability.**

- 9.1 Nothing in any Agreement limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; and (ii) fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1, WSL will not be liable to the Client for:
  - 9.2.1 failing to carry out any instructions or to do anything where doing so would be in breach of any laws, including any rules and guidelines of any regulatory or supervisory authority;
  - 9.2.2 any losses, penalties, surcharges, interest or additional tax liabilities caused by the acts or omissions of any other person or due to the provision to WSL of incomplete, misleading or false information or if they are caused by a failure to act on WSL's advice or a failure to provide WSL with relevant information. This exclusion shall not apply where any misrepresentation, withholding or concealment is or should (in carrying out the procedures which WSL have agreed to perform with reasonable care and skill) have been evident to WSL without further enquiry beyond that which it would have been reasonable for WSL to have carried out in the circumstances; and
  - 9.2.3 any failure to provide Services on any issue which falls outside the scope of WSL's engagement (as set out in the relevant Engagement Letter) and WSL shall have no responsibility to notify the Client of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant Service is provided.
- 9.3 Subject to clause 9.1, WSL's total liability to the Client in connection with any Agreement in respect of all breaches of duty occurring within any agreement year shall not exceed the cap. In this clause 9.3:
  - 9.3.1 **cap.** Unless otherwise specified in the relevant Engagement Letter, the cap is the greater of £25,000 or 300% of the total Fees in the agreement year in which the breaches occurred;
  - 9.3.2 **agreement year.** An agreement year means a 12-month period commencing with the relevant Engagement Commencement Date or any anniversary of it;
  - 9.3.3 **total Fees.** The total Fees means all sums paid by the Client under the relevant Agreement in respect of Services actually supplied by WSL, whether or not invoiced to the Client; and
  - 9.3.4 **total liability.** WSL's total liability means liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the relevant Agreement.
- 9.4 Subject to clause 9.1, the following types of losses are wholly excluded by the parties: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data (other than Personal Data) or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- 9.5 Subject to clause 9.1, unless the Client notifies WSL that it intends to make a claim in respect of an event within the notice period, WSL shall have no liability for that event. The notice period for an event shall start on

the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 9.6 Each Agreement is solely between WSL and the Client. The Client agrees not to bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any of WSL members, consultants, employees or agents or any service company owned or controlled by or on behalf of WSL or any of such company's members, consultants, employees or agents.

- 9.7 This clause 9 shall survive termination of the relevant Agreement.

**10. Termination**

- 10.1 Unless otherwise specified in the relevant Engagement Letter, without affecting any other right or remedy available to it, either party may terminate each Agreement by giving the other party not less than three (3) months' written notice.

- 10.2 Without affecting any other right or remedy available to it, either party may terminate the affected Agreement or all of the Agreements (as such party may determine in its sole discretion) with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of any Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so.

- 10.3 Without affecting any other right or remedy available to it, either party may terminate all Agreements with immediate effect by giving written notice to the other party if:

- 10.3.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- 10.3.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

- 10.4 Without affecting any other right or remedy available to WSL, WSL may terminate any of the Agreements with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under such Agreement on the due date for payment.

- 10.5 Without affecting any other right or remedy available to WSL, WSL may suspend the supply of Services under any Agreement if the Client fails to pay any amount due under that Agreement on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2 to clause 10.4, or WSL reasonably believes that the Client is about to become subject to any of them.

- 11. Consequences of termination**
- 11.1 On termination of any Agreement:
- 11.1.1 the Client shall immediately pay to WSL all of WSL's outstanding unpaid invoices and interest in respect of such Agreement and, in respect of Services supplied but for which no invoice has been submitted, WSL shall submit an invoice, which shall be payable by the Client immediately on receipt; and
- 11.1.2 the Client shall return any Deliverables provided pursuant to such Agreement which have not been fully paid for. If the Client fails to do so, then WSL may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with such Agreement.
- 11.2 Termination or expiry of an 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 such Agreement which existed at or before the date of termination or expiry.
- 11.3 Any provision of any Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of such Agreement shall remain in full force and effect.
- 12. Client identification and anti-money laundering**
- WSL is required to comply with certain identification and verification procedures for the purposes of anti-money laundering legislation. The Client agrees to provide, promptly upon WSL's request, such information and documentation as WSL may require to comply with such requirements. The Client acknowledges and agrees that WSL shall be entitled to refuse to carry out any Client's instructions in the event of Client's failure to provide any requested documentation and/or information. WSL shall be entitled to terminate any Agreement with immediate effect for reasons related to its compliance with the relevant anti-money laundering legislation.
- 13. General**
- 13.1 **Force majeure.** Neither party shall be in breach of any Agreement nor liable for delay in performing, or failure to perform, any of its obligations under such Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.2 **No partnership.** Nothing in any 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 (unless expressly agreed in the relevant Engagement Letter) of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.3 **Assignment and other dealings.**
- 13.3.1 WSL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under any Agreement.
- 13.3.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under any Agreement without the prior written consent of WSL.
- 13.4 Confidentiality.**
- 13.4.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.4.2.
- 13.4.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the relevant Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.4; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the relevant Agreement.
- 13.5 Entire agreement.**
- 13.5.1 Each 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.
- 13.5.2 Each party acknowledges that in entering into each Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in such Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in any Agreement.
- 13.6 Variation.**
- 13.6.1 WSL shall have the right from time to time to change its General Terms of Business, for example, to comply with or reflect a change of applicable laws, a decision of a court or regulatory authority. For the avoidance of doubt, any Agreements entered into after the date of such change shall be subject to such amended General Terms of Business, current as at the relevant Engagement Commencement Date.
- 13.6.2 If WSL propose to change any material terms of these General Terms of Business during the term of any Agreement, WSL will notify the Client in writing at least 30 days prior to such change. If the Client does not accept such changes (acting reasonably), the Client shall have the right to terminate the affected Agreement(s) by a written notice to WSL, with effect from the date when WSL propose to change its General Terms of Business.
- 13.7 Waiver.** A waiver of any right or remedy under any Agreement or by law is only effective if given in writing

and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under any 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 any Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.8 **Severance.** If any provision or part-provision of any 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 the relevant Agreement.

13.9 **Notices.**

13.9.1 Any notice given to a party under or in connection with any Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified by the other party for this purpose.

13.9.2 Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after; and (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.9.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

13.9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.10 **Third party rights.** Nothing in these General Terms of Business gives rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of any Agreement.

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

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