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HAROD ASSOCIATES LIMITED: GLOBAL INVESTIGATIVE SERVICES: STANDARD TERMS

Background: These are the standard terms and conditions of engagement of Harod Associates Limited (Company No: 7415967 and registered office at Suite 126, 43 Bedford Street, London, WC2E 9HA) (“**Harod**”) that apply to Harod’s provision of its global investigative services (the “**Services**”) to its clients. These Conditions together with each Brief will govern continuing business between Harod and its clients.

1 Definitions and Interpretation

- 1.1 In addition to the expressions that have already been defined above or below, unless the context otherwise requires, the following expressions have the following meanings:- “**Applicable Anti-Bribery Law**” means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977; “**Associated Person**” means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including employees, agents, subsidiaries, representatives and subcontractors; “**Bribery Act**” means the UK Bribery Act 2010 (as amended from time to time); “**Confidential Information**” means all confidential information and data of whatever nature, whether supplied orally or in writing, and however recorded or preserved, including trade secrets, financial, technical and marketing information, ideas, technology, processes, knowledge and know-how, details of clients, suppliers, prices, margins and current trading performance and future business strategy; “**Brief**” means Harod’s letter of engagement confirming the key terms on which it shall provide the Services and to which these Conditions are deemed incorporated; “**Charges**” means the Fees, disbursements, costs and expenses and any other sums due to Harod under this Contract; “**Contract**” means the contract for the supply by Harod of the Services (and any Deliverables) made up of these Conditions and any applicable Brief (if the Brief is accepted by the Client pursuant to Condition 2.1); “**Deliverables**” means any report, document or other data and information provided to the Client by Harod as a result of providing the Services and as further set out in the Brief; “**Fees**” means Harod’s fees for the provision of the Services (including all third party fees and expenses incurred by Harod on behalf of the Client) and as set out in the applicable Brief; “**Force Majeure**” means circumstances beyond the reasonable control of Harod, including (i) Acts of God, explosion, flood, lightning, tempest, fire or accident; (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, terrorist acts; (iii) cyber-attack; (iv) rebellion, revolution, insurrection, military or usurped power or civil war; (v) riot, civil commotion or disorder; (vi) acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority; (vii) import or export regulations or embargoes, (viii) strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of the Client or a third party); (viii) defaults of Harod’s suppliers or sub-contractors (if named in the Brief) for any reason whatsoever; (ix) incompleteness or inaccuracy of any information which the Client provides; or (x) any failure, default, delay in performance, or any act or omission of any nature whatsoever on the part of the Client, or its employees, agents, suppliers or sub-contractors; “**Intellectual Property**” means all patents, rights in inventions, rights in designs, trade marks, trade and business

names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term; “**Services**” means the services the Client has requested Harod to provide and as further set out in the Brief; “**Writing**” includes e-mail, fax and comparable means of communication.

- 1.2 In this Contract: Where there is any manifest inconsistency between the provisions of any of these Conditions and the Brief, the provisions of the Brief shall prevail. Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a “person” include natural persons, corporations, companies, firms, associations and organisations. References to “including” and “include” shall be construed as illustrative and deemed to mean respectively “including without limitation” and “include without limitation”. References in this Contract to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of this Contract; and (b) all statutory instruments or orders made pursuant to it.

2 **Basis of Contract**

- 2.1 A Brief constitutes an offer by Harod to supply the Services (and applicable Deliverables) to the Client subject to these Conditions. Harod’s offer set out in the Brief shall be deemed to be accepted by the Client on the earlier of: (a) Harod commencing the performance of the Services; (b) Harod receiving the Brief duly signed and dated by the Client with such date being deemed the date on which this Contract comes into legal force and effect (the “**Start Date**”).
- 2.2 These Conditions shall apply to this Contract to the exclusion of any other terms and conditions (including any purchase order that the Client sends to Harod). This Contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the Brief (except that neither of the parties seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

3 **The Services**

- 3.1 Harod shall: (a) supply the Services (and related Deliverables) described in the Brief to the Client; (b) provide the Services in a professional manner using reasonable skill and care and at all times to act loyally and faithfully towards the Client; and (c) consult with Client in relation to the Services provided that (and subject to Condition 9) Harod gives no warranties or undertakings in relation to the suitability for use by the Client of the Services (and Deliverables) provided by Harod under this Contract and all representations and warranties, express or implied, in respect of such goods and services are expressly excluded to the fullest extent permitted by law.
- 3.2 The Client shall: (a) comply with its obligations under each Brief; (b) provide Harod with reasonable rights of access to, and use of, all relevant information, data, facilities, working space, personnel and office services as may be necessary for Harod to comply with its obligations under this Contract; (c) ensure that any employees and sub-contractors of the Client specifically assigned to assist Harod with the Services shall be competent and suitably trained and, where applicable, have the necessary authority to commit the Client in accordance with the warranties it gives at Condition 9 below; (d) supply information reasonably required by Harod to enable Harod to perform its obligations (such information shall be given in a timely manner); and (e) ensure, with respect to any third party hardware, software and systems operated or used by or on behalf of the Client, that Harod is granted such licences and rights to use the same as may be necessary in connection with this performance of this Contract.

- 3.3 If any delays to any deadline in any Brief are caused by the acts or omissions of the Client and such delays constitute a Client Delay (as defined in Condition 3.4 below) then such deadline shall be amended for the period of the Client Delay in accordance with Condition 3.4 below) and that amendment to the deadline will be recorded in a Change Request in accordance with Condition 5 below.
- 3.4 A "**Client Delay**" is any delay due to an act or omission of the Client (including the acts or omissions of any agent or sub-contractor of the Client) that has a material adverse impact on Harod's ability to perform its obligations under this Contract. The duration of Client Delay shall be measured from the time that the Client Delay began to have a material adverse impact on Harod's ability to perform its obligations under this Contract until such material adverse impact is removed by the Client performing its obligations.
- 4 **Changes to the Services**
- 4.1 No change or variation to the Services or this Contract shall be valid unless in writing and signed by an authorised representative of each party. Unless otherwise agreed in a Brief, the process for making such changes to the Brief including changes to the timeframes, the Services and any Charges ("**Changes**") under this Contract shall be as set out in this Condition 4.
- 4.2 If the Client wants to make a Change, the Client shall notify Harod in writing by setting out the requested Change in detail ("**Change Notice**"). A Change Notice shall be in the form agreed by the parties under a Brief or, failing such agreement, shall be in writing and reference this Contract and the applicable Brief.
- 4.3 Upon receipt of a Change Notice, Harod shall investigate the effect of implementing such change(s) and then respond to the Client in writing within 20 working days from the date of receipt of the Change Notice either declining such change or providing the Client with a revised fee quote, the effect on any timings, any changes to the Services (or Deliverables) and any required change to the obligations of the Client, should the Change Request be implemented ("**Change Request Report**").
- 4.4 If Harod wishes to make a Change it shall provide the Client with a Change Notice and a Change Request Report.
- 4.5 Within 10 working days of receipt of the Change Request Report the Client will notify Harod in Writing whether it wishes to proceed with the Change following receipt of a Change Request Report. If the Client wishes to proceed with the Change this Contract and the applicable Brief(s) shall be amended in accordance to the terms of the Change Request Report. If the Client does not wish to proceed with the Change and the Change was requested by the Client then Harod may require the Client to pay Harod the costs of creating the Change Request Report.
- 4.6 Until such time as the Change Request is formally agreed in writing and signed by an authorised representative of each Party in accordance with this Condition 5.6, Harod shall continue to perform the Services as if such Change Request had not been requested or recommended provided that if the Client delays in agreeing to a Change Request for a period of more than 14 days after Harod's request to agree to it then Harod may then terminate this Contract by giving the Client 7 days' written notice.
- 5 **Sub-Contracting:** Harod may sub-contract any of its obligations under this Contract provided that the acts and omissions of any sub-contractor in the performance (or non-performance) of the Services shall be deemed the acts or omissions of Harod for the purposes of this Contract and Harod shall be responsible and liable to the Client for such acts and omissions as if they were acts and omissions of Harod.

6 Charges (Fees, Disbursements, Costs and Expenses) and Payment

- 6.1 In consideration of Harod agreeing to provide the Services, Client agrees to pay to Harod the Fees in accordance with the payment terms set out in the Brief and which may be any of a fixed fee or fees charged in accordance with agreed hourly, half day or daily rates.
- 6.2 In addition to the Fees, the Client will be responsible for paying 'disbursements' which are sums spent by Harod on the Client's behalf which may or may not be set out in the Brief. Some matters may require Harod to incur substantial disbursements, in the context of the Services in question. Harod may require payment on account from the Client where Harod consider it appropriate in such circumstances. If the Client fails to make such a payment, Harod may suspend the Services or terminate this Contract on written notice to the Client.
- 6.3 In addition to Harod's fees and disbursements, the Client will also be responsible for paying other costs and expenses incurred by Harod in providing the Services to the Client which may or may not be set out in the Brief including reimbursement for the cost of all travel, accommodation and subsistence reasonably and properly undertaken in pursuance of the Services. Again, some matters may require Harod to incur substantial costs and expenses, in the context of the Services in question. Harod may require payment on account from the Client where Harod consider it appropriate in such circumstances. If the Client fails to make such a payment, Harod may suspend the Services or terminate this Contract on written notice to the Client.
- 6.4 If the Brief includes no payment terms in respect of the Charges, Harod may issue invoices on a monthly basis. The Client shall pay the invoiced amount within 30 days after the date of the relevant invoice. The currency of this Contract shall be pounds sterling and all payments will be made in pounds sterling.
- 6.5 All payments to be made under this Contract are exclusive of VAT or any other sales tax. Harod shall supply the Client with a VAT invoice for the sums due under this Condition 3 unless the Client provides Harod with satisfactory evidence that VAT or any other sales tax is not applicable.
- 6.6 If Harod has not received any instalment of the Charges in cleared funds in accordance with the payment terms set out in the Brief, Harod may either suspend the provision of its Services until such Charges are received in cleared funds or terminate this Contract under Condition 7.2(c). The Client agrees that Harod will not be liable for the effect that any delay has on the Services by virtue of the suspension of the Services under this Condition and that this does not discharge the Client of any of its own duties and obligations under this Contract.
- 6.7 If the Client fails to make any payment due to Harod by its due date interest shall be charged upon the outstanding amount by Harod at the rate of 4% per annum above the base rate from time to time charged by Barclays Bank plc from the due date as aforesaid until payment of that amount is received by Harod.

7 Term and Termination

- 7.1 This Contract shall commence on the Start Date and shall, subject to earlier termination pursuant to this Condition 7, continue until Harod has completed the Services and Harod has been paid all Fees due.
- 7.2 Harod may terminate this Contract: (a) under Conditions 3.2, 3.3, 4.6 and 12.3; (b) immediately, if it has reasonable reason to believe that its provision of the Services could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (c) immediately at any time by giving the Client written notice if the Client fails to pay any sums due to it under this Contract; (d) immediately at any time by giving the Client written notice if there is a change in the person or persons who control the Client (whether in terms of ownership or decision-making).

- 7.3 Either party may terminate this Contract immediately at any time by written notice to the other party if:
- (a) the other party commits any material breach of its obligations under this Contract which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or
 - (b) the other party: (i) has stopped payment of, or is unable to pay its debts; (ii) compounds with or convenes a meeting of its creditors or some action is taken to terminate its business; (iii) has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets; (iv) an event takes place which would entitle the appointment of a receiver over its assets or which could cause any floating charge on its assets to crystallise; (v) a petition is presented or an order is made or a resolution is passed for its winding up or a meeting is convened for the purpose of winding it up; (vi) any event analogous to the events described in this Condition 7.3(b) shall occur in any jurisdiction in which it is incorporated or resident or carries on business; or (vii) it for any reason ceases, or threatens to cease, to carry on business.
- 7.4 Any termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after such termination.
- 7.5 On termination of this Contract then, without prejudice to either party's rights at law or in equity: (a) any unpaid portion of the sum representing the Fees due to Harod shall immediately become due and payable; (b) Harod shall immediately discontinue the provision of the Services (unless the parties agree upon the terms on which Harod is to assist with migrating the Services to an alternative service provider); (c) all licences granted pursuant to this Contract shall terminate with the exception of the Client's licence to continue to use the Deliverables pursuant to the licensing terms set out in Condition 8.4; (d) each Party shall either destroy or promptly return to the other Party all copies of in whatever medium of all Confidential Information; and (e) Harod shall, unless notified otherwise the Client or required by law, cease all processing of personal data and return to the Client on suitable media, all copies of the personal Data held in whatever form by Harod in relation to this Contract.

8 Intellectual Property

- 8.1 All Intellectual Property existing prior to the Start Date shall belong to the party that owned such rights immediately prior to such date ("**Existing IP**").
- 8.2 The Client hereby grants to Harod for the duration of this Contract a non-exclusive, non-transferable, worldwide, royalty-free licence to use the Client's Existing IP to the extent necessary for Harod to perform its obligations under this Contract.
- 8.3 Harod hereby grants to the Client for the duration of this Contract, a non-exclusive, personal and non-transferable, worldwide, royalty-free licence to use Harod's Existing IP to the extent necessary for the Client to perform its obligations and for it to enjoy the Services to be provided by Harod under this Contract.
- 8.4 Subject to Condition 8.5 and subject to Harod's receipt in cleared funds of all sums owed to it pursuant to this Contract: (a) Harod hereby grants to the Client a perpetual, non-exclusive, personal and non-transferable, worldwide, royalty-free licence to use the Deliverables for its own business purposes only; and (b) to give effect to such licence Harod shall (at the Client's cost) enter into a confirmatory licence agreement should the Client so require.
- 8.5 For the avoidance of doubt, nothing contained in this Contract restricts Harod from continuing to use any ideas, concepts, know-how, methodologies, processes, technologies, software, algorithms or techniques relating to the Services or developed or used as part of the Services or

included in the Deliverables provided that, in so doing, Harod does not breach the terms of this Condition 8 or infringe the Client's own or third party Intellectual Property (including Existing IP) or breach any obligation of confidentiality owed to the Client under Condition 13.

9 General Warranties

9.1 The Client warrants that to Harod that: (a) it has full power and authority to carry out the actions contemplated under this Contract, and that its entry into and performance under the terms of this Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; (b) it shall during the term of this Contract comply with all applicable laws, regulatory requirements and codes of practice in carrying out its obligations under this Contract; (c) the provision of the Services by Harod (including the use of any third party equipment or software) shall not infringe any Intellectual Property of any third party; and (d) it possesses the necessary personnel in order to comply with its obligations under this Contract.

9.2 Harod warrants to the Client that: (a) it has full power and authority to carry out the actions contemplated under this Contract, and that its entry into and performance under the terms of this Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party; and (b) the Services will be carried out in a competent and professional manner and with reasonable skill, care and diligence including good industry practice and (without limiting the generality of this condition) in accordance with its own established internal procedures.

10 **Insurance:** The parties agree that under this Condition 10 and Condition 11 they shall, make provision for the allocation of risks between Harod and the Client and, in particular, to minimise the duplication of insurance cover of the parties. Harod shall procure and maintain at its own expense throughout the term of this Contract the following insurance: (a) public liability cover including (subject to the specific terms of such policy) cover if as a result of Harod's business a third party brings a claim against Harod (or brings a claim against Harod's clients, customers or distributors for which Harod is liable) for bodily injury, property damage, personal injury or denial of access to an indemnity limit of £5,000,000 for any one claim (with an excess of £250 for property damage only); (b) employers' liability cover including (subject to the specific terms of such policy) cover if an Harod employee brings a claim against Harod for bodily injury caused to them arising out of their work for Harod to an indemnity limit of £10,000,000 for any one claim; (c) professional indemnity cover with an indemnity limit of £1,000,000 (with an excess of £3,750 UK /EU and rest of the world £7,500), including loss of documents cover with an indemnity limit of £10,000. It is understood that Harod is not an insurer, that insurance (if any and over and above the cover set out above) for the Services shall be obtained by the Client, and that the amounts payable to Harod under this Contract are based upon the value of the Services to be provided hereunder and the scope of Harod's liability as set forth herein.

11 Liability

11.1 Nothing in this Contract shall operate to exclude or limit Harod's liability for: (a) death or personal injury caused by Harod's negligence; (b) any breach or contravention of the terms implied by Section 12 of the Sale of Goods Act 1979 and Section of the 2 Supply of Goods and Services Act 1982; (c) fraudulent misrepresentation; or (d) any breach of any undertaking as to title, quiet possession and freedom from encumbrance implied by law.

11.2 Subject to Condition 11.1, the Client acknowledges and agrees that: (a) Harod merely provides Services that are, in part, dependent on information provided by the Client; (b) Harod does not always verify or check information provided by the Client; (c) Harod provides no warranty, guarantee or other legally binding commitment that its Services will deliver the results the Client requires; (d) it uses the Services and any Deliverables entirely at its own risk; (e) it shall evaluate, and bear all risks associated with the use of the Deliverables and any reliance on any conclusions reached in the Deliverables; (f) in no circumstances will Harod be liable in any way for how the Client acts upon on any conclusions reached in the Deliverables and decisions that the Client makes in relation to the Deliverables and the Services provided are made at the Client's own risk; and (g) the Client remains responsible for any decision that it makes in relying upon on the

Deliverables, and in taking such decisions regard must be had to the restrictions on the scope of the Services and to the other resources available to source information.

- 11.3 Subject to Condition 11.1, Harod shall not be liable to the Client for any loss of, damage to or costs in respect of: (a) loss of profit, anticipated profits, revenues, anticipated savings; (b) goodwill, reputation or business opportunity; (c) managers' and consultants' time in monitoring and managing the Services; (d) loss of a client/customer or potential client/customer or contracts; (e) the Client's failure to recover any sum of money or any tangible or intangible asset that forms the basis of the Services; (f) any reliance that Client places on the results of the Services or the Deliverables; or (g) indirect or consequential loss or damage, whether foreseeable, known, foreseen or otherwise.
- 11.4 Harod shall be liable for physical damage to the Client's tangible property resulting from its negligence up to a maximum of £10,000.
- 11.5 Subject to Conditions 11.1, 11.2 and 11.3, Harod's maximum aggregate liability arising out of or in connection with this Contract or any collateral contract, whether in contract or tort (including in each case negligence) or otherwise shall in no circumstances exceed sums payable to Harod in respect of the Fees.
- 11.6 The Client acknowledges and agrees that the allocation of risk and liability contained in this Contract is fair and reasonable and reflects factors such as that it is not within Harod's control.

12 Force Majeure

- 12.1 Harod shall not be liable for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by the occurrence of an event of Force Majeure.
- 12.2 If Harod becomes aware of any circumstances of Force Majeure which give rise to, or are likely to give rise to, any failure or delay on its part it shall forthwith notify the Client in writing and shall inform the Client of the period which it estimates the circumstances will continue.
- 12.3 If the event of Force Majeure in question prevails for a continuous period in excess of 30 days, the parties shall enter bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If after a further 10 days, Harod in its sole discretion decides that such discussions have neither alleviated the effects of the event of Force Majeure nor brought a fair and reasonable alternative arrangement, Harod may terminate this Contract immediately on written notice to the Client.

13 Confidentiality

- 13.1 Each party undertakes in relation to the other party's Confidential Information: (a) to maintain the same in confidence and to use it only for the purposes of this Contract and the provision of the Service and for no other purpose and in particular, but without prejudice to the generality of the foregoing, not to make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to this Contract or a further agreement with the other party; (b) not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for the aforesaid purposes and that any copies reproductions or reductions to writing so made shall be the property of the disclosing party; (c) not to disclose the same whether to its employees or to third parties except in confidence to such of its employees or directors or, in the case only of Harod, its sub-contractors, who need to know the same for the aforesaid purposes and provided that: (i) such employees, directors and, in the case only of Harod, its sub-contractors, are obliged by their contracts of employment or service not to disclose the same; and (ii) the receiving party shall enforce such obligations at its expense and at the request of the disclosing party in so far as breach thereof relates to the disclosing party's Confidential Information; (d) to be responsible for the performance of sub-clauses (a), (b) and (c) above on the part of its employees, directors and, in the case only of Harod, its sub-contractors, to whom the same is disclosed pursuant to sub-clause (c) above; and (e) to apply thereto no lesser

security measures and degree of care than those which the receiving party applies to its own confidential or proprietary information.

- 13.2 The obligations of confidentiality under this Condition 13 shall not apply to any information or material which the recipient party can prove: (a) as already known to it prior to its receipt thereof from the disclosing party; (b) was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the disclosing party; or (c) was in the public domain at the time of receipt by the recipient party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Condition or of any obligation of confidence owed by the recipient party or by any of its employees, directors or, in the case of Harod, its sub-contractors, to the disclosing party.
- 13.3 Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law or by any governmental or other regulatory authority of the other party's Confidential Information provided that it gives the other party not less than two business days' notice of such disclosure.
- 14 **No Publicity:** Except as required by a regulator, neither Harod, nor the Client shall (a) make or authorise any public or private announcement or communication concerning any Contract; or (b) refer to or use any business name or trade mark of the other party in any promotional or other communications without the prior written approval of the other party.

15 **Security**

- 15.1 Harod shall comply with any of the Client's reasonable security requirements and otherwise act in accordance with its own security policies ("**Security Requirements**").
- 15.2 Harod shall notify the Client in writing as soon as it becomes aware of any breach or potential breach by Harod or any other third party of a breach or potential breach of the Security Requirements.
- 15.3 Harod will co-operate with any investigation relating to security which is carried out by or on behalf of the Client, including by providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by the Client.

16 **Anti-Bribery**

- 16.1 Harod has and shall at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.
- 16.2 Harod represents that, in connection with this Contract, no financial or other advantage has been, will be or is agreed to be given to any person by or on behalf of Harod or its Associated Persons, unless details of any such arrangement have been previously approved in writing by the Client.

17 **Personal Data**

- 17.1 Harod shall only use, collect, manipulate, store disclose or otherwise engage in the processing of personal data provided to Harod by the Client or otherwise collected by Harod while undertaking its obligations under this Contract, either: (a) as necessary to perform its obligations under this Contract; or (b) as instructed in writing in advance by the Client provided that complying with the instructions of the Client does not cause Harod to be in breach of the UK Data Protection Act 1998.
- 17.2 Harod shall have in place at all times appropriate technical and organisational security measures, to ensure compliance with principle 7 of the UK Data Protection Act 1998.

- 17.3 Harod shall: (a) keep any Personal Data it processes on behalf of the Client fully up to date as new information is supplied to it by the Client on a timely basis at all times; (b) notify the Client immediately of any notice of non-compliance with, or request for information under, the Data Protection Act 1998 or any equivalent applicable legislation and regulations in any other country; and (c) provide, where and when reasonably requested by the Client, a copy of all or any part of the Personal Data held by Harod in relation to its obligations under this Contract.
- 17.4 On request by the Client, Harod shall meet with the Client to discuss the methods by which Personal Data may be kept secure and up to date and to plan for the implementation of such measures.
- 18 **Health & Safety:** Each party shall comply with the other's rules regarding access to its physical premises and automated systems, security and health and safety, and any reasonable additional rules made known to the visiting party from time to time by the receiving party together with all applicable statutory rules and regulations regarding these matters. Each party shall ensure that its staff and any sub-contractors are made fully aware of such health and safety requirements.
- 19 **Counterparts:** This Contract may be entered into by any number of counterparts and by the parties on separate counterparts, all of which taken together will constitute one single agreement between the parties. Counterparts executed by facsimile shall be sufficient for these purposes.

20 General

- 20.1 *Notices:* All notices given under or in connection with this Contract shall be in writing and shall be sent to the address of the recipient set out in this Contract or such other address as the recipient may designate by notice given in accordance with the provisions of this Condition. Any such notice may be delivered personally by hand (including by commercial courier) or by first class pre-paid letter (or by air-mail if overseas) or by fax or by e-mail, and shall be deemed to have been served, if by hand, when delivered; if by first class post, 48 hours after posting; (if by air-mail, 5 days from the date of posting) and if by fax or e-mail, when successfully despatched in full.
- 20.2 *No Partnership:* Nothing in this Contract shall be construed as constituting a partnership, joint venture or employer/employee relationship between the parties hereto.
- 20.3 *Variation:* This Contract may not be altered, amended or modified except in writing signed by duly authorised representatives of each of the parties hereto.
- 20.4 *Waiver:* The failure of either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
- 20.5 *Severability:* If for any reason whatsoever any one or more of the provisions of this Contract shall be held or deemed to be unenforceable or invalid by any court having jurisdiction the other provisions of this Contract shall nonetheless remain in full force and effect.
- 20.6 *Third Party Rights:* For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provision of this Contract, this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 20.7 *Governing Law/Jurisdiction:* This Contract shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereto irrevocably submits to the exclusive jurisdiction of the English Courts.

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