

Terms & Conditions of Business

1. Scope, content and variation

- 1.1. These Terms apply to, and form part of, the Scope between Armstrong and the Client. They supersede any previously issued terms and conditions of supply.
- 1.2. No variation of these Terms or Scope shall be binding unless expressly agreed in writing and executed by duly authorised signatories on behalf of the Client and Armstrong.
- 1.3. The Scope under these Terms shall continue in force until:
 - 1.3.1. the Services comprised in the Scope have been completed by Armstrong;
 - 1.3.2. the Report has been delivered to the Client; and
 - 1.3.3. all the Fees have been paid in cleared funds by the Client to Armstrong;upon which it will terminate automatically, subject to termination in accordance with these Terms.
- 1.4. Certain words and phrases used in these Terms and in the Scope are defined terms which have the meanings set out in paragraph 2.

2. Defined terms

- 2.1. **Armstrong** means Armstrong Transaction Services Limited a company incorporated in England and Wales under company number 05542977 whose registered office is at 132-134 College Road, Harrow, England, HA1 1BQ.
Armstrong Materials means any and all works and materials created by Armstrong prior to the Effective Date.
CDD means commercial due diligence.
Client means the addressee or addressees of the Scope and any other person, or company, or commercial entity identified in the Scope as Armstrong's Client.
Client Materials means all works and materials supplied by or on behalf of the Client to Armstrong for use in the provision of the Services and/or incorporation into the Report.
Completion means the date on which all legal contracts relating to a transaction have been signed by all the parties to the Transaction and all contractual conditions of the Transaction have been satisfied.
Confidential Information means:
 - (a) any legal, commercial, financial, technical or other information including, without limitation, operative agreements, financial statements and reports and data of whatever kind or nature and in whatever form (whether written, electronic, oral or otherwise) relating to the Client, the target business of the Transaction and/or Armstrong (including, without limitation, information provided with respect to any investment or portfolio company) and the existence, nature or progress of any negotiations relating to the Transaction which a party obtains, either directly or indirectly, in writing, electronically or orally, from or pursuant to discussions with the other party before, on or after the date of these Terms;
 - (b) notes, analyses, compilations, studies, interpretations and other documents prepared by a party which contain or otherwise reflect or are generated or derived from the information referred to at sub-paragraph (a) above; and
 - (c) discussions concerning the Scope and Terms and the contents of the Scope and Terms.**Data Protection** means, as binding on either party or the Scope:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Data Subject shall have the meaning in applicable Data Protection Laws from time to time.

Director means a person named as such by Armstrong.

Disbursements means costs and expenses incurred or to be incurred in connection with or for the purpose of the work that we undertake in relation to the Scope.

Effective Date means in the case of the Scope the date of execution of that Scope incorporating these Terms.

Fees means the fees set out in the Scope.

Force Majeure means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Agreement including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service or material required for performance of the Scope; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving Armstrong or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay.
Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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, rights in computer software (including source code and object code), 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.

Processor has the meaning given to it in applicable Data Protection Laws from time to time.

Protected Data means Personal Data received from or on behalf of the Client in connection with the performance of Armstrong's obligations under the Scope.

Reliance Letter means a letter, authorised by the Client, given by Armstrong to a third party agreeing to that third party being treated as if they were an addressee to the Scope.

Report means the report on our CDD provided to the Client in accordance with the Scope.

Scope means the letter (or other agreement) recording the basis of our engagement in relation to the Services that we provide to the Client applying to and incorporating these Terms.

Services means the services set out in the Scope.

Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by Armstrong for



carrying out any processing activities on behalf of the Client in respect of the Protected Data.

Target Company means the focus of Armstrong's CDD as set out in the Scope.

Terms means these terms & conditions of business.

Transaction means the proposed financing of, acquisition of, or investment into the Target Company.

Working Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England.

- 2.2. In these Terms, unless the context otherwise requires:
 - 2.2.1. a reference to the Scope includes these Terms and their respective schedules, appendices and annexes (if any);
 - 2.2.2. any clause, schedule or other headings in these Terms are included for convenience only and shall have no effect on the interpretation of these Terms;
 - 2.2.3. a reference to a 'party' means either Armstrong or the Client and includes that party's personal representatives, successors and permitted assigns;
 - 2.2.4. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 2.2.5. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 2.2.6. a reference to a gender includes each other gender;
 - 2.2.7. a reference to the words "we", "us" and "our" means or refers to Armstrong.
 - 2.2.8. a reference to the words "you" and "your" means or refers to the Client.
 - 2.2.9. words in the singular include the plural and vice versa;
 - 2.2.10. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 2.2.11. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
 - 2.2.12. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Scope; and
 - 2.2.13. a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

3. People responsible for the provision of the Services

- 3.1. Details of the Armstrong Director(s), consultants and any other relevant staff that will be responsible for the Client's work will be confirmed in the Scope but may be changed by subsequent written notice to the Client.

4. Responsibilities

- 4.1. Armstrong's responsibilities

- 4.1.1. We will carry out the Services with reasonable skill and care and in a timely manner in accordance with the Scope and these Terms.

- 4.1.2. Our work will cover the agreed Scope. In the absence of specific instructions from the Client accepted by us in writing, we will not be obliged to provide, and can accept no liability for, advice or work beyond the Scope or in relation to factors of which we were not made aware.

- 4.1.3. We will advise the Client of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of our work.

- 4.1.4. We will not provide the Client with, any advice or other services in relation to any of the following;
 - 4.1.4.1. Financial advice or due diligence;
 - 4.1.4.2. Tax and taxation advice or due diligence;
 - 4.1.4.3. Legal advice or due diligence;
 - 4.1.4.4. Technology advice or due diligence; or
 - 4.1.4.5. Any other services not included in the Scope.

- 4.1.5. Accordingly, any comment or statement made on any of the above matters by any representative of Armstrong may not be relied on and shall not be construed as Armstrong giving advice on or expressing a view on such matters.

4.2. Client's responsibilities

- 4.2.1. The Client undertakes to provide us with timely, accurate and up to date instructions and information required for the provision of the Services, notify us promptly of any material change in information or circumstances or changes in circumstances, respond to our queries, and deal with documents which we send the Client promptly.

- 4.2.2. We will be entitled to rely on information which the Client give us without further verification unless expressly agreed otherwise. This includes information provided directly, or through the Client, by other specialist advisors acting on the Client's behalf.

- 4.2.3. The Client must tell us as soon as possible if matters are or become particularly urgent or require action by a specific time.

5. Services provided under the Scope

- 5.1. Armstrong shall provide the Services to the Client in accordance with the Scope and these Terms.
- 5.2. Armstrong shall use all reasonable endeavours to meet any performance dates and or milestones specified in the Scope, but any such dates shall be estimates only and time shall not be of the essence for performance of the Scope.

6. The Report

- 6.1. Armstrong shall deliver the Report to the Client as set out in the Scope.
- 6.2. Armstrong shall use its best endeavours to ensure that the Report is delivered to the Client in accordance with the timescales set out in Scope, but any such dates shall be estimates only and time shall not be of the essence for the production of the Report.
- 6.3. Armstrong warrants to the Client that the Report will conform in material respects with the requirements of Scope.
- 6.4. Armstrong shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other



approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Scope.

- 6.5. Within 7 Working Days of delivery of the draft Report to the Client, the Client will notify Armstrong in writing if the draft Report, taking into account the specified assumptions, does not conform with the Scope.
- 6.6. At no additional cost, Armstrong will provide a revised Report within a timescale agreed by the parties (the "Final Report"). Armstrong shall have the right to charge the Client for any further substantial revisions beyond the Final Report.

7. Ownership, Intellectual Property Rights, Publicity

- 7.1. Intellectual Property Rights subsisting in the Armstrong Materials ("Background IP") shall remain vested in Armstrong. In the event Armstrong Materials are used in the provision of the Services and/or incorporated into the Report, Armstrong hereby grants to the Client a non-exclusive, non-transferable, royalty free, perpetual licence (without the right to sub-licence) of the Background IP to enable the Client to make full use of the Report.
- 7.2. With the exclusion of Background IP, Armstrong hereby assigns to the Client all Intellectual Property Rights in the Report produced under the Scope.
- 7.3. The Intellectual Property Rights in any Client Materials shall remain vested in the Client or its licensors and the Client grants Armstrong a non-exclusive, non-transferable licence to use such materials solely for the purpose of provision of the Services.
- 7.4. Armstrong may refer to the Services and the Report provided and produced under the Scope in Client portfolios, testimonials and other self-promotion channels in such manner and including such content insofar as the Armstrong shall not disclose any of the Client's Confidential Information.
- 7.5. The Client agrees to provide Armstrong upon request a testimonial quote and/or case study in writing upon completion of the Scope. The Client consents to the inclusion of a project description and other relevant information as agreed between the parties.
- 7.6. Other than set out in this clause 7, Armstrong shall not publicise its relationship with the Client or disclose the terms of any agreement between the parties (including the Scope and these Terms) or use the Client's name, trade or service marks without the prior written consent of the Client.

8. Fees and Disbursements

- 8.1. The Fees set out in the Scope are exclusive of value added tax, which will be charged in addition in appropriate situations. Value added tax may also be chargeable in respect of certain Disbursements.
- 8.2. In the provision of the Services we often incur certain Disbursements in addition to our Fees. The Disbursements may include such incidental costs such as research, data, printing and travelling. These Disbursements will be invoiced to the Client in conjunction with the Fees for our work.
- 8.3. From time to time, our work extends beyond the provision of our Report, and we are asked by a Client to carry out supplementary work. In other situations, the provision of the Services takes significantly longer than planned. In these situations we will discuss with the Client the likely costs of carrying out the additional work beyond provision of the Report and/or the costs of additional time needed to be spent completing the Scope and any appropriate further charges. There may also be additional Disbursements required. Such further Fees and Disbursements if/when

agreed with the Client will be added to the Fees comprised within the Scope and become payable on the same terms.

- 8.4. Should the Scope be terminated and/or Services be halted prior to delivery of our draft Report by the Client, our Fees would be reduced on a pro rata basis, per time spent, based on our time estimate for the work set out in the Scope. Any Disbursements made up to the date of termination or halting of the Services will also become payable.

9. Payment of invoices

- 9.1. Our invoices are payable on delivery and should be settled within 6 weeks after delivery of our draft Report, or at Completion, whichever is sooner.
- 9.2. The Client shall pay all invoices:
 - 9.2.1. in full without deduction or set-off, in cleared funds, on receipt of the invoice; and
 - 9.2.2. to the bank account nominated by Armstrong.
- 9.3. Where sums due under these Terms are not paid in full by the due date:
 - 9.3.1. Armstrong may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force; and
 - 9.3.2. interest shall accrue daily and apply from the due date for payment until the date of actual payment in full, whether before or after judgment.
- 9.4. If any invoice is not paid within the timescale set out in clause 9 we reserve the right to suspend further work with the Client and (in appropriate cases) to terminate the Scope with immediate effect.
- 9.5. The Client should note that with regard to the timescales set out in clause 9 we regard time as being "of the essence".
- 9.6. Armstrong's policy is not to accept cash from Clients. If Clients circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

10. Warranties

- 10.1. Armstrong warrants to the Client that:
 - 10.1.1. Armstrong has the legal right and authority, and all necessary licences and permissions, to enter into the Scope under these Terms and to perform its obligations under these Terms;
 - 10.1.2. Armstrong has access to all necessary know-how, expertise and experience to perform its obligations under the Scope and these Terms.
- 10.2. The Client warrants to Armstrong that it has the legal right and authority to enter into the Scope under these Terms and to perform its obligations under that Scope.
- 10.3. The Client warrants that it has provided Armstrong with all relevant, full and accurate information as to the Client's business and needs, including but not limited to all details of the Client's business and the Target Company which Armstrong will require to provide the Services.
- 10.4. The Client shall provide Armstrong with all necessary information and assistance and take all necessary steps in a timely manner to enable Armstrong to perform the Services.
- 10.5. Except as set out in this clause 10:
 - 10.5.1. Armstrong gives no warranty and makes no representations in relation to the Report;
 - 10.5.2. shall have no liability for their failure to comply with the warranty in clause 10.1; and
 - 10.5.3. all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or



implied by statute, common law or otherwise are excluded to the extent permitted.

deleted or destroyed. However, it is sometimes impractical or unjustifiably time consuming to retain any or all such materials.

11. Client satisfaction

- 11.1. Satisfying the Client's requirements and expectations requires that we should be kept aware of any concerns that the Client has about the progress and/or quality of our work. We therefore hope that the Client will raise any such concerns promptly and frankly with us.
- 11.2. Any concerns or complaints that the Client may have in relation to the provision of the Services should be raised in the first instance with the Director responsible for the work and who will be named in the Scope. He/She will investigate the subject matter of the concern or complaint promptly and attempt to resolve the issue to the Client's and our mutual satisfaction.
- 11.3. If such resolution cannot be achieved, or if the concern or complaint relates to the Director himself/herself, the Client should contact Tom Raymond, who has been appointed to try to resolve disagreements between Armstrong and its Clients. He will explain to the Client the procedure that Armstrong will follow to investigate the matter and to try to resolve the issue in question. Should the concern or complaint relate to Tom Raymond then the Client should contact Peter Cookson who will try and resolve the matter. In whatever form raised we will acknowledge receipt of the Client's concern or complaint within 3 Working Days of receiving the same. We will endeavour to respond formally in writing to the Client within 21 days of the issue being brought to our attention.

12. Timings

- 12.1. We have set out in the Scope our timescale for the provision of the Services and delivery of the Report. Our aim is to progress the Client's work as quickly as circumstances allow and we expect to review progress with the Client as an ongoing part of our provision of the Services.
- 12.2. We do not accept any liability arising from failure to meet any target date(s) or to complete any part of the Scope within a proposed timescale unless the failure is directly and exclusively caused by unreasonable delay on our part in providing our services.

13. General communications

- 13.1. We do not accept responsibility for loss, delay or breaches of confidentiality caused by the Royal Mail, other postal, courier, internet service providers or delivery services.

14. Email communications

- 14.1. In performing the Services we may wish to send messages and documents to the Client and others by email. Like other means of communication email is not entirely risk free and carries with it the possibility (among other things) of corruption, inadvertent misdirection, non-delivery of confidential material, inadvertent deletion or unauthorised access.
- 14.2. Nevertheless, we believe that the use of email can deliver worthwhile benefits in terms of the speed, accuracy and efficiency of communications and we recommend that where practical it should be used in relation to the provision of the Services to the Client. Accordingly we shall, unless the Client notifies us to the contrary in writing regard the Client's acceptance of these Terms as including the Client's agreement to the use of email.
- 14.3. We endeavour to retain on disk, other electronic storage or in hard copy format copies of all emails which contain or refer to significant information, although others may often be

15. Third Parties

- 15.1. In providing the Services in accordance with the Scope we shall be solely responsible to the Client, and only in relation to the purposes for which those Services are provided in accordance with the Scope.
- 15.2. We accept no liability or responsibility to any third party in respect of any of our Services or in relation to any document or information prepared or provided by us unless we have specifically agreed to the contrary in writing. To that extent the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 15.3. It shall be the Client's responsibility to draw these provisions concerning third parties to their attention in advance of showing or imparting to them any advice, documents or information prepared or provided by us. If the Client fails to do so the Client will indemnify us against all loss, damage and expense that we may suffer or incur where, in consequence of such failure, any third party relies on such advice, documents or information.

16. Limitations and exclusions of liability

- 16.1. The extent of the parties' liability under, or in connection with, the Scope (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.
- 16.2. Subject to clauses 16.6 and 16.7, Armstrong's total aggregate liability under the Scope and these Terms together with any and all associated Reliance Letters shall not exceed an amount equal to a multiple of 10 times Armstrong's Fees (the "**Total Liability**").
- 16.3. Where there is more than one addressee to the Scope and/or one or more addressees to one or more Reliance letters the Total Liability will have to be allocated by, and between, those addressees and will not be Armstrong's responsibility.
- 16.4. Subject to clauses 16.6 and 16.7, neither party shall not be liable for consequential, indirect, exemplary or special losses, damages or costs.
- 16.5. Subject to clauses 16.6 and 16.7, neither shall not be liable for any of the following (whether direct or indirect):
 - 16.5.1. loss of profit;
 - 16.5.2. loss or corruption of data;
 - 16.5.3. loss of use;
 - 16.5.4. loss of production;
 - 16.5.5. loss of contract;
 - 16.5.6. loss of opportunity;
 - 16.5.7. loss of savings, discount or rebate (whether actual or anticipated);
 - 16.5.8. harm to reputation or loss of goodwill.
- 16.6. The limitations of liability set out in clauses 16.2 to 16.5 shall not apply in respect of any indemnities given by either party under the Scope or these Terms.
- 16.7. Notwithstanding any other provision of the Scope, the liability of the parties shall not be limited in any way in respect of the following:
 - 16.7.1. death or personal injury caused by negligence;
 - 16.7.2. fraud or fraudulent misrepresentation; and/or
 - 16.7.3. any other losses which cannot be excluded or limited by applicable law.
- 16.8. Claims (whether in contract, tort, under statute or otherwise) shall be brought only against Armstrong and no claim shall



be made against any Director or any employee of or consultant to Armstrong. By signing these Terms the Client agrees that it may not rely upon any such assumption of personal liability, that in the event of any claim or action arising from the engagement or otherwise the Client will, to the extent permitted by law, not bring any such claim or action against any Director, employee of or consultant to Armstrong, and that each Director, employee of and consultant to Armstrong shall be entitled to enforce and to have the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.

16.9. We cannot accept any liability for loss caused by delay or the failure to act on the part of the Client.

17. Confidentiality

17.1. In order to provide the Services and deliver the Report the Client may need to supply to Armstrong with certain Confidential Information. In addition, Armstrong may include certain Confidential Information within its Report.

17.2. In consideration of the supply of Confidential Information between the parties, each party hereby undertakes and agrees as follows:

17.2.1. to hold the Confidential Information in confidence and not to disclose or knowingly permit it to be made available by others to any person, firm or company (except to its directors, shareholders, employees, advisers and personal representatives required to have access to the Confidential Information for the purposes of assessing the Transaction or Report ("**Disclosees**"), without the disclosing party's prior consent;

17.2.2. only to use the Confidential Information for the purposes set out in the Scope;

17.2.3. to ensure that each Disclosee to whom disclosure of Confidential Information is made by a party is fully aware in advance of that party's obligations under these Terms;

17.2.4. upon written demand from the disclosing party either to return the Confidential Information and any copies of or to confirm to the other party in writing that, save as required by law or regulation, it has been destroyed. The receiving party shall not be required to return reports, notes or other material prepared by it or its Disclosees or on the receiving party's behalf which incorporate Confidential Information ("**Secondary Information**") provided that the Secondary Information is kept confidential;

17.2.5. to keep confidential and not reveal to any person, firm or company (other than Disclosees) the fact of the Transaction, the Scope or these Terms or that discussions or negotiations are taking place or have taken place in relation to the Transaction or the above documents; and

17.2.6. that no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed.

17.3. Nothing in clause 17.2 shall apply to any Confidential Information:

17.3.1. which at the time of its disclosure is in the public domain;

17.3.2. which after disclosure comes into the public domain for any reason except the receiving party's failure, or failure on the part of any of the

receiving party's Disclosees, to comply with these Terms;

17.3.3. which is disclosed by the disclosing party, its directors, employees or advisers on a non-confidential basis;

17.3.4. which was lawfully in the receiving party's possession prior to such disclosure;

17.3.5. which is subsequently received by the receiving party from a third party without obligations of confidentiality (and, for the avoidance of doubt, the receiving party shall not be required to enquire whether there is a duty of confidentiality); or

17.3.6. which the receiving party or one of its Disclosees are required to disclose, retain or maintain by law, court order or any regulatory or government authority.

17.4. We will maintain our legal obligations of confidentiality in relation to the provision of the Services and in relation to information which is confidential to the Client which comes into our possession in the course of undertaking that work save that we may make disclosures of information which is confidential to the Client:

17.4.1. For the purposes of providing the Services including, without limitation, disclosures to the Client's other advisers or to third parties involved in the provision of the Services;

17.4.2. To our auditors, or other advisors; or

17.4.3. As required by law or by any regulatory authority to which we are subject.

17.5. We may wish to include documents created or received in the course of providing the Services in databases that we maintain and use them for the purposes of our internal activities. Those databases may comprise hard copy documents stored and retrieved manually, or documents stored and retrieved electronically on disk or other electronic medium. We shall, unless the Client notifies us in writing to the contrary, regard the Client's acceptance of these Terms as its agreement that we may include such documents in our databases and use them for the purposes of our internal activities. However, in no such cases will we disclose outside of Armstrong any information specifically concerning, identifying or referring to the Client or the Services we have undertaken in accordance with the Scope.

17.6. External firms or organisations may conduct audit or quality checks on our business. These external firms or organisations may require access to Confidential Information in the course of their activities. These firms or organisations are required to maintain confidentiality and have confidentiality agreements in place in relation to our Client information.

18. Force Majeure

18.1. A party shall not be liable if delayed in, or prevented from, performing its obligations under the Scope or these Terms due to Force Majeure, provided that it:

18.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and

18.1.2. uses best endeavours to minimise the effects of that event.

18.2. If, due to Force Majeure, a party:

18.2.1. is or shall be unable to perform a material obligation; or

18.2.2. is delayed in or prevented from performing its obligations for a continuous period exceeding 7 days or total of more than 14 days in any consecutive period of 30 days;



the parties shall, within 7 days, renegotiate the Scope to achieve, as nearly as possible, the original commercial intent.

19. Termination

- 19.1. Either party may terminate the Scope by giving the other party written notice of termination.
- 19.2. Termination will also be implied if the Client halts the work as set out in clause 8.4.

20. Effects of termination

- 20.1. Upon termination of the Scope under these Terms, all of the provision of these Terms shall cease to have effect, save that the following provision of these Terms shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2, 7, 9, 16, 19, 20.2 and 22.
- 20.2. The termination of the Scope under these Terms shall not affect the accrued rights of either party.
- 20.3. On termination or expiry of the Scope Armstrong shall promptly return to the Client all copies of any Client Materials in Armstrong's possession.
- 20.4. In the event of termination, Armstrong shall be entitled to receive payment as set out in clause 8.4 and to issue an invoice reflecting the outstanding Fees and Disbursement which shall become immediately due and payable on receipt by the Client of the invoice.

21. Subcontracting

- 21.1. Armstrong may subcontract any of its obligations under the Scope under these Terms to its network of associates.
- 21.2. Armstrong shall remain responsible to the Client for the performance of any subcontracted obligations.

22. Processing of personal data

- 22.1. The parties agree that the Client is a Controller and that Armstrong is a Processor for the purposes of processing Protected Data pursuant to the Scope. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to Armstrong in respect of Protected Data (including the terms of the Statement of Work) shall at all times be in accordance with Data Protection Laws.
- 22.2. Armstrong shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Scope.
- 22.3. The Client shall indemnify and keep indemnified Armstrong against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this clause 22.
- 22.4. Armstrong shall:
 - 22.4.1. only process the Protected Data in accordance with the Scope (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

- 22.4.2. without prejudice to clauses 22.1 and 22.2, if Armstrong believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant services until the parties have agreed appropriate amended instructions which are not infringing.

22.5. Armstrong shall:

- 22.5.1. not permit any processing of Protected Data by any agent, subcontractor or other third party without the prior written authorisation of the Client;
 - 22.5.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 22 that is enforceable by Armstrong and ensure each such Sub-Processor complies with all such obligations;
 - 22.5.3. remain fully liable to the Client under the Scope for all the acts and omissions of each Sub-Processor as if they were its own; and
 - 22.5.4. ensure that all persons authorised by Armstrong or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 22.6. Armstrong shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Client.
 - 22.7. Armstrong shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate its compliance with the obligations placed on it under this clause 22 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28).
 - 22.8. Armstrong shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
 - 22.9. On the termination of the Scope, at the Client's cost and the Client's option, Armstrong shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Armstrong to store such Protected Data.
 - 22.10. This clause 22 shall survive termination or expiry of the Scope.

23. General

- 23.1. We attempt to avoid conflicts of interest in our work. Due to the difficulty of identifying all such conflicts, the Client agrees to draw to our attention, without delay, any conflict or potential conflict of which the Client becomes aware. If a conflict of interest arises, we may have to decline to act for the Client.
- 23.2. No breach of any provision of the Scope under these Terms shall be waived except with the express written consent of the party not in breach.
- 23.3. If any provision of the Scope under these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Scope will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest



of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 23.4. The Scope under these Terms may not be varied except by a written document signed by or on behalf of each of the parties.
- 23.5. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under these Terms.
- 23.6. The Scope under these Terms is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party unless explicitly stated in these Terms. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Scope under these Terms are not subject to the consent of any third party.
- 23.7. The parties agree that the Scope and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 23.8. The Scope shall be governed by and construed in accordance in all respects with English law and shall be subject to the exclusive jurisdiction of the English Courts.
- 23.9. If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 Working Days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation.
- 23.10. Unless otherwise agreed, the mediation will start not later than 28 Working Days after the date of the ADR notice
- 23.11. The Client's continuing instructions regarding this matter and/or signing of the Scope will amount to the Client's acceptance of these Terms. Even so, we ask the Client to please sign and date the enclosed copy of this document and return it to us immediately. We can then be confident that the Client understands the basis on which we will work for them.

---Ends---

