

1. Contract Structure and Interpretation

- 1.1. The contract pursuant to which Bruce & Butler will provide services is made up of the following, all as defined in clause 2 below:
- the Authorisation Form;
 - the Statement of Works;
 - one or more applicable Service Schedules; and
 - these General Terms and Conditions,
- (together the “Contract”)
- 1.2. The “**Statement of Works**” shall be any of: (i) the part of Bruce & Butler’s proposal for the Services entitled “Statement of Works”; (ii) Bruce & Butler’s quote for the Services; (iii) or other similar document(s) (including an online form) that sets out the Services and the Fees, including any other documents referred to therein, provided that in all cases the documents may refer to and are governed by these General Terms and Conditions and one or more of the applicable Service Schedules identified in the Statement of Works.
- 1.3. The “**Service Schedules**” contain additional terms and conditions that are specific to the services that are being delivered by Bruce & Butler. The applicable Service Schedules will be identified in the Statement of Works.
- 1.4. In the event of any conflict between any of the documents that make up the Contract, they shall be applied as set out in clauses 1.1.1 to 1.1.4 with descending order of precedence.
- 1.5. The Contract shall constitute the entire agreement between the parties and supersedes any previous agreement or understanding and may not be varied except in writing between the parties and signed by their respective authorised signatories. In addition, no other terms and conditions stated on the Client’s purchase order or any other document issued by the Client will apply in any way.

2. Definitions

“**Advisor**” means the individual(s) provided by Bruce & Butler for the performance of the Services, whether they be an employee of Bruce & Butler or a Third Party Contractor;

“**Affiliate**” means in respect of a party any entity that directly or indirectly Controls or is Controlled by, or is under common Control with another entity;

“**Anti-Bribery Laws**” means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;

“**Authorisation Form**” has the meaning given to it in clause 4.2;

“**Bruce & Butler**” means the Bruce & Butler legal entity identified in the Statement of Works or, if no such entity is identified, Bruce & Butler Security Limited registered in England & Wales with company number 09846952;

“**Bruce & Butler Equipment**” has the meaning given to it in clause 9.1;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England;

“**Cancellation Fee**” has the meaning given to it in clause 5.2;

“**Client**” means the individual(s) and/or organisation(s) to whom Bruce & Butler is providing Services;

“**Commencement Date**” has the meaning given to it in clause 5.1;

“**Confidential Information**” means any information (whether written, oral, in electronic form or in any other media) that is disclosed by or on behalf of a party to or otherwise accessed by the other party or its employees, agents and/or subcontractors in connection with the Contract and/or the provision of the Services and that relates (in whole or in part) to the disclosing party, its business, its Affiliates and their respective businesses, including all tangible and intangible information designated as confidential by any party in writing and all other information which may, by its nature, be reasonably regarded as confidential including, but not limited to, in respect of the Client, details of the Client’s data, customers, suppliers, systems/equipment, procedures, network configuration and topology, passwords, private encryption keys and, in respect of Bruce & Butler, details of Bruce & Butler’s service delivery, contractual arrangements and methodologies;

“**Advisor**” means the individual(s) provided by Bruce & Butler for the performance of the Services, whether they be an employee of Bruce & Butler or a Third Party Contractor;

“**Contract**” has the meaning given to it in clause 1.1;

“**Control**” means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and Controls and Controlled shall be construed accordingly;

“**Data Protection Legislation**”: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party, together with any related or ancillary legislation;

“**Deliverables**” means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, prepared by Bruce & Butler for the Client in the provision of the Services;

“**Fees**” means Bruce & Butler’s fees for the Services as detailed in the Statement of Works and the relevant Services Module(s), together with all reasonable expenses incurred by the Advisor in relation to the Services;

“**GDPR**” has the meaning set out in the definition of Data Protection Legislation;

“**General Terms and Conditions**” means these general terms and conditions;

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

“**Insolvency Situation**” means an insolvency situation which affects a party because it:

- enters or seeks to enter liquidation or bankruptcy;
- has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- proposes to make arrangements with its creditors or goes into liquidation; or

- suffers an event which, under the law of any jurisdiction, is equivalent to any of the acts or events specified above;

“Intellectual Property Rights” (IPR) means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

“ISP” means Internet Service Provider;

“Personal Data” means personal data (as defined in the UK Data Protection Legislation), to which Bruce & Butler may (by or on behalf of the Client) be granted access, during the course of the provision of the Services;

“Scheduled Days Cost” has the meaning given to it in clause 5.3;

“Service Phase” means a phase, subproject, or similar portion of the total Services as described in the Statement of Works or otherwise agreed between the parties;

“Service Schedule(s)” has the meaning given to it in clause 1.3;

“Services” means the services to be performed by Bruce & Butler in accordance with the Contract as described in the Statement of Works;

“Statement of Works” has the meaning given to it in clause 1.2;

“Term” means the term in which the Services are provided by Bruce & Butler; and

“Third Party Contractor” means a third party engaged by Bruce & Butler to provide Services to the Client; and

“UK Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 2.1. In the Contract (except where the context otherwise requires):
 - 2.1.1. Any words following the terms “including”, “include”, “for example” or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and
 - 2.1.2. References to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after the Contract) under that legislation.

3. Bruce & Butler’s Obligations

- 3.1. Bruce & Butler shall provide the Services using reasonable skill and care and in accordance with Good Industry Practice.

- 3.2. Any timescales and/or completion dates provided by Bruce & Butler are estimates only and time for provision or completion of the Services or any part of them shall not be of the essence.
- 3.3. Whilst Bruce & Butler will use its reasonable endeavours to ensure that the same Advisor will continue to be involved throughout provision of the Services, it reserves the right to replace that Advisor.
- 3.4. If the Advisor is present on the Client's premises, Bruce & Butler shall use reasonable endeavours to ensure that the Advisor complies with such reasonable site rules and procedures as are notified to Bruce & Butler by the Client from time to time.
- 3.5. Bruce & Butler shall, unless otherwise stated in the Statement of Works or relevant Service Schedules or agreed in writing between the Client and Bruce & Butler, provide any Deliverables to the Client within twenty-eight (28) days of completion of the Services.
- 3.6. Bruce & Butler shall undertake background screening checks in respect of all its employees and Advisors to provide the Client with additional peace of mind in respect of the Services being provided.

4. Client Obligations

- 4.1. The Client shall comply with the duties and responsibilities set out in the relevant Service Schedules.
- 4.2. The Client may be required to sign an authorisation form or similar document (the "Authorisation Form") giving its consent to specific aspects of the Services including testing targets, dates and times. Further details regarding the Authorisation Form may be given in the relevant Services Module. Bruce & Butler shall not be required to schedule or provide any Services until the Client has signed the applicable Authorisation Form.
- 4.3. Subject to clause 4.4, where the Client procures the Services from Bruce & Butler on behalf of a third party or in connection with systems, equipment, data or premises owned or operated by a third party (in either case, the "Third Party Entity"), then any obligation of the Client under the Contract shall include an obligation for the Client to procure the compliance of the Third Party Entity. The Client shall indemnify, keep indemnified and hold harmless Bruce & Butler, its Affiliates and its and their officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all third party claims, losses, damages, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Bruce & Butler (or its Affiliates) as a result of any claim or action brought against Bruce & Butler by the third party (including the Third Party Entity), save to the extent that any such losses, damages, demands, costs, expenses, fees or liabilities are incurred as a direct result of Bruce & Butler's breach of the Contract.
- 4.4. Clause 4.3 shall not apply to the extent that the Client obtains the written agreement of the Third Party Entity to Bruce & Butler's Standard Terms and Conditions, to be provided to the Client by Bruce & Butler upon request.

5. Commencement of Services and Cancellation

- 5.1. The Services or, if applicable, each Service Phase will commence on the date set out in the Statement of Works unless otherwise agreed in writing between Bruce & Butler and the Client (the "Commencement Date").
- 5.2. The Client accepts and acknowledges that Bruce & Butler allocates Advisors weeks or months in advance and would suffer a loss should the Services or any Service Phase be postponed or cancelled at short notice. As such, the Client agrees that it shall pay to Bruce & Butler (as genuinely pre-estimated liquidated damages) an amount to reflect the losses which Bruce & Butler will incur if such cancellation or rescheduling is requested within a set number of days of the Commencement Date (as specified in the relevant Services Module) (the "Cancellation Fee").
- 5.3. The Cancellation Fee shall be calculated as a percentage of the Fees that correspond to the days scheduled by Bruce & Butler for provision of the Services or the relevant Service Portion (as applicable) (the "Scheduled Days Cost"). The relevant percentages and time periods are set out in the corresponding Services Schedule.
- 5.4. Charging of the Cancellation Fee is at Bruce & Butler's discretion. Bruce & Butler will use reasonable commercial efforts to re-deploy Advisors to other projects to mitigate its losses resulting from cancellation or rescheduling. If Bruce & Butler is able to successfully redeploy Advisors, then it shall reduce the Cancellation Fee payable by the Client accordingly.
- 5.5. If the Client re-books the Services for another date, the Fees for the Services as re-booked will be payable in addition to any Cancellation Fee subject to any mitigation.

6. Fees and Payment

- 6.1. The Client will provide Bruce & Butler with a valid purchase order following acceptance of the proposed Statement of Works for the amount stated therein. Upon receipt of that purchase order, Bruce & Butler will invoice the Client for a percentage of the Fees. Such percentage will be 100% unless stated otherwise in the Statement of Works. For the avoidance of doubt, the Client's failure to issue a valid purchase order in accordance with this clause shall not prevent Bruce & Butler from invoicing in respect of any Services actually delivered with the Client's knowledge at any point after acceptance of the proposed Statement of Works.
- 6.2. Bruce & Butler shall have no obligation to commence Services until a valid purchase order has been received. Failure to provide a valid purchase order as described in this clause ahead of the agreed Commencement Date may (at Bruce & Butler's sole discretion) be deemed to be a cancellation of the Services by the Client for the purposes of clause 5 above. In such circumstances Bruce & Butler may without prejudice to any other rights cease to continue to provide any Services.
- 6.3. The Client shall pay each invoice (including invoices for Cancellation Fees) submitted by Bruce & Butler for all Services delivered in full and cleared funds to the bank account nominated in writing by Bruce & Butler within 30 days of the date of the invoice. All payments due under this Contract shall in any event become due immediately upon termination of this Contract despite any other provision herein. All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise.
- 6.4. All prices quoted exclude VAT unless otherwise stated and VAT shall, where applicable, be payable in addition.
- 6.5. Payment of invoices issued by Bruce & Butler shall not be conditional upon Bruce & Butler's use of any online payment processing system to the extent that such online payment processing system requires Bruce & Butler to accept additional legal terms and conditions beyond those stated in the Contract.

7. Confidentiality and Data Protection

7.1. Confidentiality:

- 7.1.1. Each party will be entitled to disclose Confidential Information to its Affiliates and its and their employees, agents and sub-contractors, provided that each party is under a duty to ensure that such persons are bound by terms and conditions which obligate such persons to the same duty of confidentiality no less onerous than as set out in this Contract. Save as provided in the preceding sentence, neither party will disclose or permit its Affiliates, employees, agents and sub-contractors to disclose any Confidential Information entrusted to it by the other party provided always that this restriction shall not apply to information already in the receiving party's possession, or which comes into the public domain other than by breach of this obligation by the receiving party or its Affiliates, employees, agents and sub-contractors, or which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or which is required to be disclosed pursuant to any law or regulation or by the rules of any stock exchange or by a court of competent jurisdiction.
- 7.1.2. Nothing in this Contract will prevent or restrict Bruce & Butler from providing services the same as or similar to the Services to other clients or using or sharing for any purpose any knowledge, methodologies, software, experience or skills gained or developed during or arising from the performance of the Services, subject to the obligations of confidence set out in clause 7.1.1. The Client acknowledges that Bruce & Butler shall have no obligation to provide any information Bruce & Butler has in its possession that is subject to an obligation of confidence to a third party even if that information would be helpful to the Client or assist in the provision of the Services.
- 7.1.3. Any Confidential Information provided to the Client by or on behalf of Bruce & Butler, any of Bruce & Butler's Affiliates and/or the Advisor remains the property of Bruce & Butler and may not be quoted, published or otherwise made known to any person who is not an employee of the Client without Bruce & Butler's prior written consent.
- 7.1.4. Where the Services are being performed in connection with the assessment of the Client or its products against a standard or scheme operated by a third party accreditation or approval body, Bruce & Butler may be required to allow such third party accreditation or approval body to inspect or supervise Bruce & Butler's performance of the Services. In such cases, Bruce & Butler shall be permitted to allow such supervision and to disclose Confidential Information of the Client to such third party accreditation or approval body subject to Bruce & Butler's terms and only to the extent reasonably required, including providing copies of the Deliverables where applicable.

7.2. Data Protection:

- 7.2.1. The parties hereby acknowledge and agree that the Client is a controller and Bruce & Butler (or the relevant Affiliate) is a processor (as each term is defined under the Data Protection Legislation) of any Personal Data disclosed by the Client to Bruce & Butler (or its Affiliates) for the purposes of the Contract.
- 7.2.2. Bruce & Butler (or the relevant Affiliate) shall use the Personal Data only for the purposes of fulfilling its obligations under the Contract and shall:
 - 7.2.2.1. subject to clause 7.2.3, process the Personal Data only in accordance with documented instructions from the Client, including with regard to transfers of personal data to a third country or an international organisation;

- 7.2.2.2. subject to clause 7.2.4, obtain prior authorisation (such authorisation not to be unreasonably withheld or delayed) from the Client if the Personal Data may be processed by another person, and shall ensure such processing is governed by a contract or other legal act with obligations equivalent to those set out in the Contract. Bruce & Butler shall remain liable to the Client for the performance by the processor of its obligations;
- 7.2.2.3. put in place the technical and organisational measures necessary to ensure that the Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse;
- 7.2.2.4. only transfer Personal Data to a third country or international organisation if a finding of adequacy has been made in respect of the relevant country or, in the absence of a finding of adequacy, enter into an EU Commission approved model clause controller to processor data transfer agreement with the Client, and/or procure that, where relevant, any Affiliate enters into such agreement; and
- 7.2.2.5. subject to clause 7.2.5, Bruce & Butler shall assist the Client to comply with its obligations set out in the Data Protection Legislation where the Data Protection Legislation requires Bruce & Butler (as processor) to do so, taking into account the nature of processing and the information available to the Bruce & Butler. In particular, Bruce & Butler shall:
- notify the Client if, in Bruce & Butler's opinion, an instruction of the Client infringes the Data Protection Legislation;
 - provide information requested by the Client to enable it to respond to requests to exercise rights of data subjects made pursuant to the Data Protection Legislation as soon as reasonably practicable following receipt of a written request from the Client; and
 - notify the Client immediately and without undue delay of Bruce & Butler becoming aware of a breach by Bruce & Butler or any of its Affiliates of the Data Protection Legislation. Bruce & Butler will investigate any such breach and provide a report to the Client setting out the results of such investigation as soon as reasonably practicable.
- 7.2.3. The Client accepts and acknowledges that, in order to deliver the Services effectively and/or to meet the requirements of the Contract, Bruce & Butler may, from time to time, need to transfer Personal Data to a third country or international organisation. Unless it has informed Bruce & Butler otherwise in writing, the Client therefore confirms that it consents to such transfer and that this clause 7.2.3 constitutes written instructions from the Client for the purposes of clause 7.2.2.1.
- 7.2.4. The Client acknowledges and accepts that any Advisors (engaged as Third Party Contractors) and Third Party Contractors providing Advisors working in a staff augmentation capacity may provide part of certain Services and the Client consents to Personal Data being processed by such Third Party Contractor. Bruce & Butler shall ensure that any Third Party Contractors, acting as Bruce & Butler's sub-processor, is under a contractual obligation to process the Personal Data in accordance with the Data Protection Legislation, and Bruce & Butler will remain liable to the Client for the acts and omissions of such Third Party Contractors as if such acts and omissions were those of Bruce & Butler. The client therefore confirms that it consents to such use of the Third Party Contractor and that this clause 7.2.4 constitutes authorisation from the Client for the purposes of clause 7.2.2.3.
- 7.2.5. Other than as required by the Data Protection Legislation, Bruce & Butler will not be required under clause 7.2.2.5 to assist with the Client's own security, technology and related processes, in respect of which Bruce & Butler has no insight. Bruce & Butler shall provide assistance pursuant to clause 7.2.2.5 free of charge except to the extent such assistance, in the reasonable opinion of Bruce & Butler, would require disproportionate effort or cost in which case the parties shall agree in advance any fees payable by the Client for such assistance.

- 7.2.6. Bruce & Butler may permit the Client to conduct audits as required pursuant to the Data Protection Legislation. Any audit shall be conducted no more frequently than once a year (unless such audit is being carried out as a result of an actual or suspected breach by Bruce & Butler of the Data Protection Legislation in which case there shall be no limit on the number of audits the Client is entitled to conduct) requiring no more than 2 (two) Business Days' input by Bruce & Butler and shall be carried out on no less than 10 (ten) Business Days' notice and during Bruce & Butler's usual business hours.
- 7.2.7. The Client warrants to Bruce & Butler (and its Affiliates) that in order to disclose any Personal Data to Bruce & Butler (and its Affiliates) and to otherwise allow Bruce & Butler (and its Affiliates) to carry out its obligations under and incidental to the Contract, the Client:
- 7.2.7.1. has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;
- 7.2.7.2. has fully complied with all of its obligations under the Data Protection Legislation; and
- 7.2.7.3. shall not do or omit to do anything that would place Bruce & Butler in breach of the Data Protection Legislation, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000 or any other relevant laws.
- 7.2.8. Unless otherwise specified in the relevant Service Schedule or as otherwise required pursuant to the Data Protection Legislation or other applicable laws, Bruce & Butler shall retain the Personal Data for the duration of the Services and for 6 (six) months following completion of the Services for audit purposes. If Bruce & Butler is unable, using reasonable endeavours, to delete or destroy any of the Personal Data (including, for example, backup copies of the Personal Data) it shall ensure that such Personal Data is encrypted or protected by security measures so that it is not readily available or accessible by Bruce & Butler.
- 7.2.9. The Client shall immediately notify Bruce & Butler if any of the consents is revoked or changed in any way which impacts or may impact on Bruce & Butler's rights or obligations under or in connection with the Contract or in any other scenario whereby the Client may no longer lawfully share the Personal Data with Bruce & Butler (and its Affiliates) for the purpose of its provision of the Services under this Contract.
- 7.2.10. The Client shall, at all times during and after the termination or expiry of the Contract, indemnify, keep indemnified and hold harmless Bruce & Butler, its Affiliates and their respective officers, employees, agents, contractors and sub-contractors in full and on demand from and against any and all claims, fines, losses, damages, demands, costs, expenses, fees (including, but not limited to, court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature suffered, incurred or sustained by Bruce & Butler or its Affiliates as a result of any breach by the Client of its obligations under this clause 7.2.

8. Intellectual Property Rights

- 8.1. Subject to alternative terms set out in the Statement of Works or Service Schedules:
- 8.1.1. Nothing in the Contract will operate to transfer to the Client or to grant to the Client any licence or other right to use any of Bruce & Butler's (or its Affiliates) Intellectual Property Rights except to the extent necessary for the Client to use the Services for the purpose for which they are supplied;
- 8.1.2. The Intellectual Property Rights in any Deliverables are owned and shall remain owned by Bruce & Butler, but the Client is hereby granted a non-exclusive, non-transferable licence to copy and use such Deliverables for its own internal operational purposes only. The Deliverables may only be disclosed to third parties with Bruce & Butler's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned); and

- 8.1.3. Any Intellectual Property Rights which come into existence as a result of the performance by Bruce & Butler (or its Affiliates) of the Services will be the property of Bruce & Butler (or as appropriate the relevant Affiliate). The Client shall execute any confirmatory assignment document as may be instructed by Bruce & Butler in respect of such rights.

9. Bruce & Butler Equipment

- 9.1. Bruce & Butler (or its Affiliates) may temporarily provide to the Client hardware or software to assist in delivery or performance of certain Services (the "Bruce & Butler Equipment"). In such cases, this clause 9 shall apply.
- 9.2. Bruce & Butler grants to the Client a non-exclusive, non-transferable licence for the Term to use the Bruce & Butler Equipment, solely in relation to the Services. The Bruce & Butler Equipment shall at all times be and remain Bruce & Butler's exclusive property, and shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition until returned to Bruce & Butler, and shall not be disposed of or used other than in accordance with Bruce & Butler's written instructions or authorisation. The Client shall be responsible for obtaining and maintaining in full force, until Bruce & Butler acknowledges in writing safe receipt of the Bruce & Butler Equipment back into its possession, adequate insurance cover in respect of any and all loss of and/or damage to the Bruce & Butler Equipment, such insurance to be, as a minimum, to the full replacement value of the Bruce & Butler Equipment as notified by Bruce & Butler (the "Equipment Value"). Bruce & Butler and its agents and employees shall be entitled at any time on reasonable notice to enter any premises where the Bruce & Butler Equipment is or may be stored in order to inspect it or recover the Bruce & Butler Equipment. Client acknowledges and agrees that upon expiration or termination of this Contract, Client shall be responsible for returning the Bruce & Butler Equipment to Bruce & Butler at the Client's expense within 14 days of the Services ceasing (the "Return Period"). If Bruce & Butler does not receive the Bruce & Butler Equipment:
- 9.2.1. within the Return Period;
- 9.2.2. in good cosmetic condition;
- 9.2.3. in good working order as determined by Bruce & Butler in its reasonable opinion, taking into consideration fair wear and tear; and
- 9.2.4. with any warranty sticker still intact and untampered with,
- Client shall be liable to pay to Bruce & Butler a sum equal to the Equipment Value.
- 9.3. Risk in the Bruce & Butler Equipment shall not pass to Bruce & Butler until the Client has received written signed acknowledgement of receipt of the Bruce & Butler Equipment.
- 9.4. A return-to-base warranty is provided for all Bruce & Butler Equipment for the duration of the term that Bruce & Butler is providing the Services. The return to base is at the Client's cost and return to Client is at Bruce & Butler's cost.

10. Liability

- 10.1. Nothing in this Contract excludes or limits the liability of Bruce & Butler (or its Affiliates) for:
- 10.1.1. Fraud or fraudulent misrepresentation;
- 10.1.2. Death or personal injury caused by Bruce & Butler's (or its employees', agents' or sub-contractors') negligence; or
- 10.1.3. Any other liability that cannot be limited or excluded at law.

- 10.2. Subject to clause 10.1, Bruce & Butler (and its Affiliates) shall not be liable for any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials and/or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible or defective in any other way including failure to deliver or delay in delivering the Services or any other breach of the Contract by Bruce & Butler as a consequence of such incomplete or defective instructions.
- 10.3. Subject to clause 10.1 and 10.2, Bruce & Butler's maximum aggregate liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and also including under any indemnity, shall be limited to an amount equal to one hundred and fifty percent (150%) of the Fees paid under the Contract as at the date such liability arose.
- 10.4. Subject to clause 10.1, Bruce & Butler shall not be liable to the Client for any:
- 10.4.1. indirect, consequential and/or special loss or damage;
- 10.4.2. loss of profit and/or revenue (direct or indirect); or
- 10.4.3. costs of recovering or reconstituting data,
- arising out of or in connection with the Contract and/or the provision of the Services, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence.
- 10.5. The Service Schedules may contain additional limits on and exclusions from Bruce & Butler's liability which shall, subject to clause 10.1, apply as set out therein.
- 10.6. Subject to Bruce & Butler's obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the Client accepts and acknowledges that all Services performed by Bruce & Butler reflect the state of the Client's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that any results provided may not be exhaustive. The Client further accepts and acknowledges that the Services reflect the level of information reasonably available to Bruce & Butler when performing the Services. As such, Bruce & Butler does not warrant or guarantee the accuracy of the Services beyond the date that they were performed, nor does Bruce & Butler warrant or guarantee that any findings and conclusions contained in the Deliverables are exhaustive.

11. Termination

- 11.1. Bruce & Butler reserves the right to immediately suspend the Services or withdraw from the Services without notice if, in its opinion (acting reasonably), information required for satisfactory completion of the Services and requested by Bruce & Butler in writing is either not provided, unreasonably delayed or is inaccurate or inadequate. Without prejudice to clause 6, the Client shall be liable for any Fees and expenses incurred by Bruce & Butler up to and including the date of withdrawal.
- 11.2. Either party may at any time terminate the Contract by giving written notice to the other if:
- 11.2.1. the other commits any material breach of the Contract and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so; or
- 11.2.2. the other party stops trading or is unable to pay its debts and/or the circumstances of an Insolvency arises.
- 11.3. Bruce & Butler may terminate the Contract by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than ten days after being notified in writing to make such payment.

11.4. Additional rights of termination for either the client and/or Bruce & Butler may be set out in the relevant Services Module or Statement of Works, in which case such additional right will apply in addition to those set out in this clause 11.

11.5. Except to the extent Personal Data will be retained by Bruce & Butler beyond termination of the Contract in accordance with clause 7.2.9, Bruce & Butler (or its Affiliates) shall, upon termination of the Contract, cease processing (as defined under the Data Protection Legislation) and shall delete or return, at the Client's cost, any Personal Data that has been disclosed to it by or on behalf of the Client in connection with the provision of the Services under this Contract.

12. Non-solicitation

12.1. The Client shall not, during the course of the Contract or for a period of 12 months from the date of termination, solicit or offer any inducement to work for the Client to the Advisor or any employee of Bruce & Butler (or any of Bruce & Butler's Affiliates) with whom the Client had contact during the performance of the Services.

13. Anti-Bribery and Modern Slavery

13.1. Each party will comply with all applicable Anti-Bribery Laws and neither party will offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.

13.2. Each party will comply with the Modern Slavery Act 2015.

14. Third Party Rights

14.1. The parties do not intend that any term of the Contract will be enforceable by any person who is not a party to the Contract under the Contracts (Rights of Third Parties) Act 1999.

15. Force Majeure

15.1. Bruce & Butler will not be in breach of the Contract or otherwise liable to the Client for any failure to perform or delay in performing its obligations under the Contract and it reserves the right to defer the date of provision of the Services if it is prevented from or delayed in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any act of God; governmental actions or instructions; war or national emergency; acts of or threat of terrorism; protests; riot; civil commotion; fire; explosion; flood; pandemic; epidemic; lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining supplies of adequate or suitable materials; inability to access premises; breakdown or failure of technology or machinery; changes in law which result in the provision of Services as set out in the Contract being or becoming illegal; theft or malicious damage to Bruce & Butler's property (whether physical or intangible); and/or failure of a utility service or transport or telecommunications network provided that, if the event in question continues for a continuous period in excess of thirty (30) days, either party shall be entitled to terminate the Contract immediately by giving notice in writing to the other party.

16. General:

16.1. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. Subject to clause 10.1, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract and the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract.

- 16.2. If any sum payable under the Contract is not paid on or before the due date for payment the non-defaulting party will be entitled to charge the defaulting party interest on that sum at 4% per annum above the base lending rate from time to time of Lloyds Bank from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 16.3. Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time to time.
- 16.4. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 16.5. Save where Bruce & Butler or the Client merges, is acquired or has substantially all of its assets acquired by a separate legal entity and the new entity or acquirer agrees to assume all of their obligations and liabilities under the Contract, neither party may assign, transfer, charge or deal in any other manner with any of its rights under the Contract without having obtained the prior written consent of the other party.
- 16.6. Notwithstanding clause 16.5, Bruce & Butler shall be entitled to sub-contract any or all of the Services to any of its Affiliates without the prior written consent of the Client provided that Bruce & Butler remains liable for the acts or omissions of its Affiliates as if they were Bruce & Butler's own acts or omissions.
- 16.7. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 16.8. A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time.
- 16.9. Bruce & Butler is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti-Slavery and Human Trafficking Statement and Anti-Slavery Policy are publicly available on its website.
- 16.10. Calls between the Client (or any of its employees, agents, subcontractors) and Bruce & Butler (or any of its Affiliates) may be recorded for quality and training purposes.
- 16.11. Bruce & Butler's obligation to perform the Services is dependent on the assumptions set out in the Statement of Works being true and on the Client performing all obligations and fulfilling all of its obligations and responsibilities set out in the Statement of Works.
- 16.12. Bruce & Butler may discuss ideas with the Client or show the Client draft reports for comment by the Client. Bruce & Butler does this on the basis that the Client will not rely on and Bruce & Butler excludes all no liability in respect of such discussions or drafts unless and until their content is finalised.
- 16.13. The Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.