



CONTRACT FOR SERVICES

EasyIP Ltd – CLIENT NAME

Terms & Conditions for the Supply of Services

THIS SUPPLIER AGREEMENT made on **DD MM YYYY**

AGREEMENT NUMBER: **REF**

BETWEEN

(1) **EasyIP Ltd** registered in Scotland under Number **SC327053** of **First Floor, 4 Earl's Court GRANGEMOUTH, FK3 8ZE** ("the Supplier").

(2) **CLIENT NAME** registered in Scotland under Number **CLIENT COMPANY NUMBER** of **CLIENT ADDRESS** ("the Client")

WHEREAS

- (A) The Supplier carries on the business of the provision of Supplier services relating to the services ("the Supplier Services") specified in the attached Schedule(s) ("the Schedule(s)")
- (B) The Client has requested the Supplier and the Supplier has agreed with the Client, to provide the Supplier Services and / or the Goods, on the terms of and subject to the conditions of this agreement ("the Agreement").

IT IS AGREED as follows:-

1 INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 The Schedule(s) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule(s).
- 1.4.1 The following definitions apply in this Agreement:

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Supplier and as identified in the Schedule(s).

"Supplier" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 providing the services to the Client and as identified in the Schedule(s).

"Intellectual Property Rights" 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, 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.

“Invention” any invention, idea, discovery, development, improvement or innovation made by the Supplier in connection with the provision of the Supplier Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

“Works” all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in connection with the provision of the Supplier Services.

2 SUPPLIER

- 2.1 The Supplier's obligation to provide the Supplier Services shall be performed by one or more Worker(s) (“the Worker(s)”) of the Supplier as the Supplier may consider appropriate.
- 2.2 The Supplier has the right, at its own expense, to enlist additional or substitute workers in the performance of the Supplier Services or may, sub-contract all or part of the Supplier Services, provided that the Supplier provides details, whenever requested to do so, of the substitute or sub- contractor ahead of the planned substitution.
- 2.3 Where the Supplier provides a substitute or sub-contracts all or part of the Supplier Services pursuant to clause 2.2 above, the Supplier shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Supplier and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Supplier under the terms of this Agreement and the Supplier shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.4 The Supplier shall take all reasonable steps to avoid any unplanned changes of Worker assigned to the performance of the Supplier Services but if the Supplier is unable for any reason to perform the Supplier Services the Supplier should inform the Client as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.
- 2.5 In the event that the Supplier is unable to supply either the original personnel or acceptable substitutes or sub-contractors for a period of **one week** or more then the Client is entitled to terminate this Agreement forthwith upon written notice.
- 2.6 The Schedule(s) shall specify the Client, the fee payable by the Client and such disbursements as may be agreed and any other relevant information.
- 2.7 The Client acknowledges and accepts that the Supplier is in business on its own account and the Supplier shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement.

3 THE CONTRACT

- 3.1 This Agreement governs the performance of the Services to be undertaken by the Supplier for the Client.
- 3.2 The Supplier shall not be required to provide any advice and assistance in addition to the Supplier Services and any requests to provide such additional advice and assistance shall

be subject to the prior written approval of the Supplier (at its sole discretion) and agreement between the Supplier and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Supplier must notify the Client of the terms upon which such additional services will be provided including details of any new fee arrangements in order that the fee arrangement between the Supplier and Client as set out in the Schedule(s) may be adjusted accordingly and agreed before provision of such additional services begins.

- 3.3 No variation or alteration of these terms shall be valid unless agreed with the Client and the Supplier in writing except where changes to the Supplier Services are necessary to comply with applicable safety and other statutory or regulatory requirements, in which case the Supplier may make such necessary changes without prior notification to the Client.

4 UNDERTAKING OF THE SUPPLIER

- 4.1 The Supplier warrants to the Client that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2 The Supplier warrants to the Client that its Workers have the necessary skills and qualifications to perform the Supplier Services. The costs for any training needed in order to gain such qualifications and skills shall be at the Supplier's or Workers' own expense.

5 SUPPLIER'S OBLIGATION

- 5.1 The Supplier agrees on its own part and on behalf of its Workers as follows:-
- 5.1.2 to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Supplier and/or its Workers that it is essential that the Supplier and its Workers comply with to properly perform the Supplier Services (including for example where the Supplier Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Supplier Services. Subject to the rules and regulations which the Client notifies the Supplier and/or its Workers that it is essential that the Supplier and its Workers comply with the Supplier and its Workers shall not be bound by the policies and procedures which an employee of the Client would be bound by; and
- 5.1.3 to furnish the Client with any progress reports as may be requested from time to time.

6 EQUIPMENT

- 6.1 The Supplier shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Worker and any substitutes and sub-contractors of the Supplier Services.
- 6.2 If, per the Services the Supplier is engaged to undertake as detailed in the Schedule(s), a requirement exists for the Supplier to administer, either physically or logically, equipment that is owned by the Client and for the purposes of carrying out the Supplier Services, the Supplier shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Supplier's possession, the Supplier shall be responsible for the cost of any necessary repairs or replacement.

7 METHOD OF PERFORMING SERVICES

- 7.1 The Supplier's workers are professionals who will use their own initiative as to the manner in which the Supplier Services are delivered provided that in doing so the Supplier shall co-operate with the Client and comply with all reasonable and lawful requests of the Client.
- 7.2 The Supplier may provide the Supplier Services at such times and on such days as the Supplier shall decide but shall ensure that the Supplier Services are provided at such times as are necessary for the proper performance of the Supplier Services.
- 7.3 The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 7.4 Where the proper performance of the Supplier Services is dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub contractor of the Supplier), the Supplier shall have no liability to the Client for any delay, non or partial performance of the Supplier Services arising from the delay or non or partial performance of such tasks by third parties.
- 7.5 The Supplier may provide the Supplier Services from such locations as are appropriate in the Supplier's judgment. When necessary, the Client will provide the Supplier with appropriate access to the Client's facilities as is necessary for the effective conduct of the Supplier Services.
- 7.6 The Client shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Supplier in the provision of the services. The Supplier shall endeavor to co-operate with the Client's service-related requests within the scope of the services, however it is acknowledged that the Supplier shall have autonomy over their working methods.
- 7.7 The Supplier may at any time and without giving the client prior notification, make any changes to the specified service which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the specified service which do not materially affect the nature or quality of the specified service.
- 7.8 The Supplier shall have complete discretion concerning which of its personnel perform the services and may provide a substitute whenever necessary. The Supplier warrants that such personnel will be adequately skilled and qualified. The Supplier shall bear any costs involved in providing a substitute.

8 INVOICING

- 8.1 The Supplier shall obtain an electronic record from an authorised representative of the Client as verification of execution of the Supplier Services ("Completion").
- 8.2 Upon Completion, or as may be agreed and specified in the Schedule(s), the Supplier shall deliver to the Client its invoice for the amount due from the Client to the Supplier giving a detailed breakdown showing the work performed. The Supplier's invoice should bear the Supplier's name, company registration number, VAT number and should state any VAT due on the invoice.
- 8.3 The Client shall not be obliged to pay any fees to the Supplier unless an invoice has been properly submitted by the Supplier in accordance with sub-clause 8.2 of this Agreement.

9 FEES

- 9.1 Subject to the receipt of the Supplier's invoice in accordance with clause 8 above, the Client will pay the Supplier within 7 days of receipt of the Supplier's invoice.
- 9.2 The Supplier shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Workers in respect of the Supplier Services.
- 9.3 All payments will be made to the Supplier by a method which gives immediately available funds.
- 9.4 If the Supplier shall be unable for any reason to provide the Supplier Services to the Client, no fee shall be payable by the Client during any period that the Supplier Services are not provided.

10 OBLIGATIONS OF THE CLIENT

- 10.1 Throughout the term of this Agreement the Client shall pay the Supplier in accordance with clause 9.1 above.
- 10.2 The Client shall furnish the Supplier with sufficient information about the Supplier Services in order for the Supplier to arrange for the Supplier Services to be carried out.
- 10.3 The Client will advise the Supplier of any health and safety information or advice which may affect the worker(s), during the performance of the Supplier Services.

11 TERM OF THE AGREEMENT

- 11.1 This Agreement shall commence in accordance with the Schedule(s) and shall either (as specified in the Schedule(s)) continue until Completion or the termination date as specified in the Schedule(s), at which time this Agreement shall expire automatically, unless previously terminated by either party giving the required notice as set out in the Schedule(s).
- 11.2 Notwithstanding sub-clause 12.1 of this Agreement, the Client may at any time with one week's written notice instruct the Supplier to cease work on the Supplier Services, where:
- 11.2.1 the Supplier has committed any serious or persistent breach of any of its obligations under this Agreement;
- 11.2.2 the Supplier has not observed any condition of confidentiality applicable to the Supplier under this Agreement; or
- 11.2.3 the Supplier Services are, in the reasonable opinion of the Client, unsatisfactory
- 11.2.4 the Supplier is in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Supplier and/or its Workers that it is essential that the Supplier and its Worker(s) comply with to properly perform the Supplier Services;
- 11.2.5 performance of the Supplier Services is prevented for one week or more by the incapacity of the Workers and the Supplier is unable to provide a replacement Worker(s), or a suitable substitute or sub-contractor pursuant to the provisions of clause 2.2; and

11.2.6 the Supplier becomes insolvent, dissolved or subject to a winding up petition.

11.3 The provisions of clause 11.2 shall equally apply to any party performing the Supplier's obligations as provided for in clause 2.

11.4 Upon Completion or termination of the Supplier Services, the Client shall be under no obligation to offer the Supplier further work, nor shall the Supplier be under any obligation to accept any offer of work made by the Client.

12 INTELLECTUAL PROPERTY

12.1 The Supplier hereby assigns to the Client all future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Supplier holds legal title in these rights and inventions on trust for the Client.

12.2 The Supplier agrees:

12.2.1 to notify to the Client in writing full details of any Inventions promptly on their creation;

12.2.2 to keep confidential details of all Inventions;

12.2.3 whenever requested to do so by the Client (at the Client's sole cost) and in any event on Completion, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;

12.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client (at the Client's sole cost); and

12.2.5 to do all acts necessary (at the Client's sole cost) to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

12.3 The Supplier warrants to the Client that:

12.3.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

12.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

12.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

12.4 The Supplier agrees to indemnify the Client and keep it indemnified at all times against all or any proper and reasonable costs, actionable claims, damages or expenses properly incurred by the Client with respect to any intellectual property infringement claim directly relating to the Works or Inventions supplied by the Supplier to the Client during the course

of providing the Services. The Supplier shall maintain adequate liability insurance coverage and shall supply a copy of the policy to the Client on request.

12.4 The Supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to the Supplier in respect of the performance of its obligations under this clause 12.

12.5 The Supplier undertakes (at the sole expense of the Client) at any time either during provision of the Supplier Services or after Completion to execute all documents, make all applications, give all assistance and do all acts and things as may, in the reasonable opinion of the Client be necessary to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

13 CONFIDENTIALITY

13.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Supplier agrees on its own part and on behalf of its Workers as follows:-

13.1.1 not at any time whether during or after the performance of the Supplier Services (unless as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain and any use or disclosure required by law;

13.1.2 to deliver up to the Client (as directed) on Completion all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Worker(s) during the course of the Supplier Services; and

13.1.3 to, not at any time, make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under this Agreement in which event any such item shall belong to the Client.

13.2 The Supplier shall use reasonable endeavors to procure that the provisions of this clause 13 shall also apply to any subcontractor performing the Supplier's obligations provided for in clause 2.

14 COMPUTER EQUIPMENT

14.1 The Supplier shall use reasonable endeavors to ensure that any computer equipment and associated software which it provides to its Workers for the purpose of providing the Supplier Services contains anti-virus protection with the latest released upgrade from time to time.

15 RELATIONSHIP BETWEEN THE CLIENT AND SUPPLIER

15.1 The Supplier acknowledges to the Client that there is no intention on the part of the Supplier, the Worker(s) or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal

requirements relating to the Workers(s), (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Supplier. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that any of its Workers are an employee of the Client, the Supplier shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related proper and reasonable costs expenses or other losses which the Client shall properly incur as a direct result of such liability.

- 15.2 The Client is under no obligation to offer further contracts or services to the Supplier nor is the Supplier under obligation to accept such contracts or services if offered. The Supplier is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.

16 NOTICES

- 16.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours.

17 LIABILITY

- 17.1 The Supplier shall be liable for proper and reasonable loss, damage or injury to the Client arising directly from the deliberate acts or omissions of the Supplier or its Workers or from the deliberate acts or omission of any sub-contractor to whom the Supplier sub-contracts the performance of the Supplier Services during the performance of the Supplier Services and the Supplier shall indemnify and keep indemnified the Client against any such proper and reasonable loss, damage or injury provided that the total aggregate liability of the Supplier shall not exceed **£1,000,000.00**.
- 17.2 The Supplier shall ensure the provision of adequate employer's liability insurance, public liability insurance and any other suitable policies of insurance such as professional indemnity insurance in respect of the Supplier and its Workers during the performance of the Supplier Services.
- 17.3 The Supplier shall be liable for any defects arising as a result of the provision of the Supplier Services and the Supplier shall rectify at its own cost such notified defects as may be capable of remedy noting that the Supplier's financial obligation in regards of this clause will cease at the point of acceptance and handover ("Completion") as outlined in clause 8.1.
- 17.4 The Supplier acknowledges that the Worker(s) provided is not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Supplier shall indemnify and keep indemnified the Client against any proper and reasonable losses the Client may properly suffer as a direct result of any claim made by or on behalf of any of the Workers under the Agency Worker Regulations 2010.

18 DATA PROTECTION

- 18.1 The Client may collect and process information relating to the Worker(s) in accordance with the privacy notice which is <<on the intranet OR annexed to this Agreement>>.

- 18.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.3 In this clause 18, Personal Data and Process and Data Subject shall have the meaning given to those terms in the Data Protection Legislation.
- 18.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 18.5 Without prejudice to the generality of clause 18.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 18.6 Without prejudice to the generality of clause 18.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Data Processing Laws**);
 - (b) maintain for the duration of the Agreement such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - (c) ensure all Personal Data is kept confidential;
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Client on becoming aware of a Personal Data breach;
 - (g) comply with any reasonable request of the Client to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Processing Laws to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 18.

- 18.7 The Client consents to the Supplier engaging any person as a sub-processor (to include any substitute appointed under clause 2.2) for the Processing of Personal Data. The Supplier will inform the Client of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object to such changes. If the Client objects to such a change and the Supplier does not reasonably able to make such adjustments to remove the objection, the Client will be entitled to terminate this agreement by giving not less than 30 days' written notice to that effect to the Supplier.
- 18.8 If the Supplier appoints a sub-processor they will put a written contract in place between the Supplier and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on the Supplier in this clause 18. The Supplier will remain liable to the Client for performance of the sub-processor's obligations. If the Supplier makes any transfers of Personal Data outside of the European Economic Area it will comply with the Data Protection Legislation and the Client will execute such documents or take such actions as may be required to assist with such compliance.
- 18.9 It is acknowledged and agreed between the parties that this clause 18 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when agreed between the parties, signed by the parties and attached to this Agreement).

19 ANTI-BRIBERY AND ANTI-CORRUPTION

- 19.1 The Supplier shall:
- 19.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 19.1.2 comply with the Clients' Anti-Bribery Policy, as the same may be updated from time to time ("**Bribery Policy**");
 - 19.1.3 have and maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;
 - 19.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and
 - 19.1.5 ensure that its Workers comply with this clause 19.
- 19.2 For the purpose of this clause 19 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

20 ILLEGALITY

- 20.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

21 ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22 COUNTERPARTS

- 22.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23 THIRD PARTY RIGHTS

- 23.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

24 FORCE MAJEURE

- 24.1 The Supplier shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

25 GOVERNING LAW AND JURISDICTION

25.1 This Agreement shall be construed in accordance with the laws of Scotland and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of Scotland.

SIGNATURES

For and on behalf of EasyIP Ltd Date

For and on behalf of CLIENT NAME Date