

DOSCPSC04 Purchasing Standard conditions for the Purchase of Consultancy Services

## 1 DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 "Client" means any company with whom the Customer has contracted to provide services and for which the Services form an integral part.
- 1.2 "Customer Representative" shall mean the persons named as such in the Contract who has the authority to commit the Customer in all matters under the Contract and shall be responsible for issuing to and receiving from the Consultant all information, instructions and decisions.
- 1.3 "Contract" means the agreement between the Customer and the Consultant for the Services agreed between the parties comprising the purchase order issued by the Customer to the Consultant, these conditions complete with any appendices and any other documents (or part thereof) specified therein and the tender (if any). In the event of inconsistency between the documents comprising the Contract, they shall have the precedence in the order herein listed above unless otherwise stated in the purchase order;
- 1.4 "Contract Price" shall mean the sum to be ascertained and paid to the Consultant in accordance with the provisions of the Contract for the execution and successful completion of the Services in accordance with the Contract.
- 1.5 "Consultant" shall mean the person, firm or company who accepts the Customer's purchase order.
- 1.6 "Consultant's Staff" shall mean any director, partner, employee, apprentice or contractor of the Consultant engaged by the Consultant to perform the Services.
- 1.7 "Customer" shall mean DeepOcean Subsea Cables Limited
- 1.8 "Proprietary Information" shall mean the Results and any and all information, which is disclosed, to the Consultant by the Customer.
- 1.9 "Results" shall mean the all information, reports, specifications, software, models, prototypes, drawings and any other information or materials in any form created by the Consultant in or pursuant to the performance of the Services.
- 1.10 "Services" means such of the agreed consultancy Services as are to be supplied by the Consultant to the Customer pursuant to a Contract.
- 1.11 "Variation" means any alteration to the Services or Pricing Schedule made in accordance with Clause 3.

## 2 AVAILABILITY OF SERVICES AND MAKING OF CONTRACTS

- 2.1 These conditions are the only conditions upon which the Customer is prepared to deal with the Consultant and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- 2.2 Each purchase order for Services by the Customer from the Consultant shall be deemed to be an offer by the Customer to purchase Services subject to these conditions and no purchase order shall be accepted until the Consultant either expressly by giving notice of acceptance, or impliedly by fulfilling the purchase order, in whole or in part accepts the offer.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Consultant's quotation, acknowledgement or acceptance of purchase order, specification or similar document will form part of the Contract and the Consultant waives any right which it otherwise might have to rely on such terms and conditions.

## 3 VARIATIONS

- 3.1 The Customer may by written notice to the Consultant propose to vary the Services in any respect. Within seven (7) days of the receipt of any such notice or such other period as the Customer may request the Consultant shall advise the Customer in writing of any alteration to the Contract Price or of any other provisions including additional Consultant's obligations which would result from the variation. The Customer shall then either:
  - (i) confirm a variation in writing with such amendment to the Contract Price and any other provisions including Consultant's obligations as the Parties have agreed, or
  - (ii) withdraw the variation
- 3.2 Subject to 3.3 below the Consultant shall not proceed with any variation until he has received written confirmation from the Customer.
- 3.3 If exceptionally the Customer decides that for reasons of urgency a variation must be carried out immediately, then the Customer may instruct the Consultant accordingly and the Consultant shall forthwith carry out such instruction. Within seven (7) days of the issue of any such instruction, the Consultant shall advise the Customer in writing of any changes which he proposes to the Contract Price or of the time of completion of the Services or any other provisions including the Consultant's obligations under the Contract arising out of such variation. The Customer within fourteen (14) days of the receipt of such proposal shall issue a variation order confirming changes as the Parties may have agreed. In default of agreement the Customer shall issue such amendment as he may decide is reasonable subject to the right of the Consultant to refer the matter for decision at arbitration.

3.4 The Consultant shall request a variation to the work, if it considers that the Customer, through its instructions, actions, lack of actions, has affected the Consultant's performance of the work. Such request shall be reviewed by the Customer within twenty four (24) hours of submission.

## 4 CONSULTANT'S GENERAL OBLIGATIONS

4.1 The Consultant shall provide all management, supervision, personnel, materials and equipment, (except materials and equipment specified to be provided by the Customer), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

4.2 Consultant shall carry out the Services in a professional and workmanlike manner with due care and diligence in every respect and with the skill to be expected of a reputable Consultant experienced in the types of work to be carried out under a Contract. If at any time, Consultant fails to fulfil any of its obligations under this Contract then Consultant shall, immediately upon request of Customer, at no additional cost, take all such steps, including but not limited to, the substitution of defective equipment, the provision of additional equipment and/or labour, changes in methods and manner of work and working overtime or any other measures as Customer deems advisable with regard to the circumstances. The request by Customer of such measures shall be without prejudice to any other rights or remedies Customer may have under the Contract or at law.

4.3 The Consultant shall commence and complete the Services by the date(s) and in accordance with any programme specified in the Contract.

4.4 The Consultant will notify the Customer of the names and status of all his staff intended to work under a Contract before commencement of the Services.

4.5 The Consultant shall take full responsibility for the adequacy and safety of all its operations and methods necessary for the performance of the Services.

4.6 The Consultant shall ensure that all personnel provided shall have received sufficient job related training commensurate with their specific disciplines and responsibilities and that sufficient numbers of personnel are suitably qualified, trained and experienced to perform the Services.

4.7 The Consultant shall make reasonable endeavours to ensure that it and its subcontractors employ only such personnel who are careful, suitably skilled and experienced. The Customer may direct the Consultant to, within five (5) days, cease to employ any person employed by the Consultant or subcontractor who, in the reasonable opinion of the Customer, misconducts himself/herself or is incompetent or negligent in the performance of their duties. Such person shall not be employed again without the prior written approval of the Customer.

4.8 Consultant hereby acknowledges that any breach by Consultant of the Contract may result in Customer committing breaches of and becoming liable for damages under any other contracts made by Customer in connection with the Services and may occasion further loss or expense to Customer in connection with the Services and all such damages, loss and expense are hereby agreed to be within the contemplation of the parties as being probable results of any such breach by Consultant.

4.9 Consultant shall be responsible for informing and reporting to Customer forthwith upon the occurrence of any event or circumstance which may immediately or in the future, impede the proper and timely execution of the Services so that remedial action, as is appropriate under the circumstances, be taken.

4.10 Consultant shall in relation to the Services comply with all instructions and decisions of Client which are notified and confirmed to Consultant in writing by Customer.

4.11 The Consultant acknowledges that it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer or the Client and the Consultant shall warrant the accuracy and adequacy of any reports it may produce under the Contract.

4.12 The Consultant recognises and accepts the importance of prompt provision of the Services.

4.13 During the carrying out of the Services the Client or Customer may employ other contractors in connection with its operations at the worksite. The Consultant shall cooperate with such other contractors and afford all reasonable facilities to them.

4.14 Subject to Clause 3, the Customer shall issue a Variation if the Consultant can show that in compliance with Clause 4.13 the Consultant has suffered delay and/or incurred cost that could not reasonably have been foreseen by an experienced Consultant.

4.15 The Consultant shall adhere to any specific obligations as may be set out in the Contract.

## 5 TERMINATION

5.1 If either party becomes insolvent, makes arrangements with creditors, has a receiver or administrator appointed or otherwise commences to be wound up, the other party may, without prejudice to any other of its rights, terminate the Contract forthwith by written notice.

5.2 The Customer shall be entitled to terminate the Contract forthwith by written notice to the Consultant if the Customer's Client terminates its contract with the Customer other than for the Client's convenience, or

5.3 The Customer shall be entitled to terminate the Contract at the Customer's or Customer's Client convenience by giving

not less than seven (7) days notice in writing to the Consultant.

- 5.4 The Customer shall be entitled to terminate the Contract forthwith if the Consultant has not provided the Services in accordance with the terms of the Contract and shall have failed to remedy, or to have commenced and thereafter continuously proceeded with action satisfactory to Customer to remedy, all deficiencies in performance within a reasonable period of receipt of written notice from Customer so to do.
- 5.5 In the event of termination of the Contract by the Customer, the Consultant shall be entitled to recover from the Customer all monies due for work satisfactorily completed prior to such termination.
- 5.6 In the event of termination under clauses 5.2 and 5.3 above, the Consultant shall be entitled to payment of Consultant's direct and unavoidable committed costs reasonably arising as a result of termination.
- 5.7 If the Contract is terminated either party shall, on the written request of the other party, return or destroy any confidential information owned by that party and submitted to the other party under the terms of the Contract and the Consultant shall on request release all Results to the Customer. Notwithstanding any outstanding claim for any sums due under the Contract or otherwise, the Consultant shall not be entitled to exercise any lien over the Results or Proprietary Information.
- 5.8 The provisions of clauses 4, 6, 9, 12, 13 and 14 shall survive any termination of the Contract.
- 5.9 Suspension

The Customer may suspend the Services being provided by the Consultant and also may then notify the Consultant of the resumption of the provision of Services. In such circumstances the Consultant shall be paid properly substantiated invoices for the unpaid balance due to the Consultant for the Services already performed.

## **6 SECRECY**

- 6.1 Except to the extent required by law or any regulatory body the Consultant shall keep confidential and shall not at any time, for any reason whatsoever, disclose or permit to be disclosed to any third party, any proprietary information or the Results.
- 6.2 The Consultant agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit the making use of any information relating to the Customer's technology, technical processes, business plans, affairs or finances.
- 6.3 Proprietary Information shall be disclosed only to those directors, partners, staff and/or sub-contractors of the

Consultant who have a reasonable need to see and use it to fulfil the Contract. The Consultant shall procure that those persons having access to Proprietary Information shall be subject to the same obligations of confidentiality and shall take all reasonable steps to ensure that directors, partners, staff and/or sub-contractors are made aware of and comply with such obligations.

- 6.4 The undertaking to keep information secret and confidential under this Clause 6 will not apply to information which:
- (a) was already in the recipients possession prior to its disclosure, or
  - (b) is purchased or otherwise lawfully acquired by the recipient at any time from third parties, or
  - (c) comes into the public domain otherwise than through the fault of the recipient.
  - (d) is required to be disclosed by Government, Court Order or other regulatory authority having the force of law provided that the discloser is given prompt written notice thereof
- 6.5 Except to the extent required by law or any regulatory body neither party shall mention the name of the other in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without prior consent in writing.
- 6.6 The obligations of secrecy shall remain in full force and effect for a period of ten (10) years from the date of disclosure notwithstanding the completion or termination of the Contract.

## **7 PAYMENT AND TERMS OF PAYMENT**

- 7.1 In consideration of the Consultant carrying out the Services, the Customer shall pay to the Consultant, in the manner laid down in the Contract, the Contract Price which is calculated in accordance with the schedule of rates recorded in the purchase order.
- 7.2 The Consultant shall submit an invoice with appropriate supporting documentation at the end of each month for all Services executed under a Contract not previously invoiced. The Consultant's failure to ensure that an invoice with the appropriate supporting documentation is received by the Customer on or before the end of each month may delay such submission until the last day of the following month for payment purposes.
- 7.3 Value Added Tax or other taxes relevant to the Services, as applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 7.4 Payment in consideration of the Services executed, inclusive of Value Added Tax will be effected at the end of the second month following the month in which the Customer receives a valid invoice.
- 7.5 A valid invoice will include a reference to the Customer's purchase order number and support invoices, when applicable, with a record of time expended on the Services

by the Consultant's Staff and provide receipts of any expenses incurred. Records of time expended and expense claims will require the written approval of the Customer.

- 7.6 In the event that all or any part of an invoice is reasonably disputed, the Customer shall within 20 days of receipt notify the Consultant of its reasons for disputing such invoice. The Parties shall in good faith promptly exercise all due diligence in order to resolve said dispute. The Customer shall make payment of all items other than disputed items.
- 7.7 The Consultant's schedule of rates detailed in the Contract shall remain fixed for the duration of the Contract.
- 7.8 If the Customer at any time incurs costs which the Customer is entitled to recover from the Consultant, the Customer may invoice the Consultant for such costs provided always that the Customer may deduct the amount of such costs from any amount due, or that may become due to the Consultant under the Contract. The Consultant shall pay the Customer within thirty (30) days of receipt of invoice any sums outstanding after such deduction.
- 7.9 No invoice will be paid by the Customer if presented over three months after completion of the Services.

## 8 TAXES

- 8.1 The Contract Price shall include all components of duties, taxes, fees, imposts, charges, social security taxes, contributions and levies including sales tax that may be imposed or levied, in connection with the Services (excluding VAT).
- 8.2 The Consultant shall be responsible for payment of all statutory taxes, fees and any other liabilities including but not limited to income taxes, levies, duties, imposts, fees, charges, contributions, social security taxes and other statutory payments relating to the performance of the Services by the Consultant or its subcontractors in respect of the Contract and which are the liabilities of the Consultant or subcontractor.
- 8.3 The Consultant shall indemnify and hold the Customer harmless from and against all such taxes, statutory payments, levies, duties, imposts, charges, fees, contributions, fines, penalties or interest thereon assessed or levied against the Consultant or subcontractor in the course of the performance of the Service and attributed solely to the Consultant or subcontractor by any level of government.

## 9 PATENTS AND OTHER PROPRIETARY RIGHTS

- 9.1 The Results shall be the property of the Customer and shall be delivered on request to the Customer by the Consultant.
- 9.2 All rights in the nature of intellectual property in the Results such as the right to apply for a patent, non patentable know how, design right, copyright and the like shall be the property of the Customer who shall have the right to use such Results for any purpose without further payment to the

Consultant. On request, the Consultant shall provide such assistance as is required to register such intellectual property rights and the Consultant shall execute any document properly required to vest such property in Customer or its nominee.

## 10 RELATIONSHIP OF THE PARTIES

- 10.1 The relationship between the Parties is not and shall not be that of partners or a joint venture and nothing herein contained shall be deemed to constitute a partnership or joint venture between them. The common enterprise between the parties shall be and is limited to the express provisions of the Contract and shall exist in no other way.
- 10.2 The Parties agree that no contractual relation is created between the Customer and any of the Consultant's, suppliers or contractors.
- 10.3 The relationship between the Consultant and the Customer shall not be deemed to be that of an Consultant and principal. Neither party shall have the authority or power to act unilaterally as Consultant for the other.
- 10.4 The Consultant shall not bind or commit the Customer in any way and shall not enter into any obligation or agreement on behalf of the Customer.

### Conflict of Interest.

- 10.5 The Consultant confirms that there is no conflict or interest between the Customer and any other client of the Consultant or sub-contractor, which has not been disclosed to Contractor before the commencement of the Contract made hereunder. The Consultant shall not without the prior written consent of the Customer accept or subcontract work from any other party which would create a conflict of interest.
- 10.6 Subject to clause 10.5 the Consultant shall ensure that no director, partner, member of staff or sub-contractor is engaged on providing the Services if that engagement would constitute a conflict of the interests of the Customer and any other client. The Consultant shall carry out conflict of interest checks on an ongoing basis.
- 10.7 No director, partner, staff or sub-contractor of the Consultant shall be granted access to Proprietary Information if Customer has advised the Consultant that such director, partner, staff or sub-contractor should be excluded from access to Proprietary Information.

## 11 WAIVER

Should the Consultant or Customer elect not to enforce any of the provisions of this Contractor to require performance by the Consultant or the Customer, as the case may be, of any of the provisions hereof, it shall in no way be construed to be a waiver of such provisions or requirements in the future, nor in any way affect the validity of the Contract any part thereof, and the parties reserve the right thereafter to

enforce each and every provision of the terms and conditions of the Contract.

## **12 LIABILITY AND INDEMNITY**

12.1 The Customer will be relying upon the Consultant's skill, expertise and experience in providing the Services and also upon the accuracy of all representations or statements made. The Consultant hereby agrees to indemnify and keep indemnified the Customer in respect of all damages or injury to any person or to any property and against all actions, suits, claims, demands, costs, losses, damages and expenses suffered or incurred by the Customer to the extent that the same has been caused by:

- a) any default or breach of the Contract by the Consultant; and/or
- b) any negligence or breach of duty of the Consultant; and/or
- c) any defective design (other than design furnished by the Customer for which the Consultant has disclaimed responsibility); and/or
- d) an infringement of a third party's intellectual property rights, by the Consultant, provided always that:
  - (i) Customer shall forthwith give notice to the Consultant of any claims or proceedings following receipt of them;
  - (ii) Customer shall make no admission of liability and will give the Consultant sole authority to defend or settle the claims or proceedings at the Consultant's cost and expense.

12.2 If a claim is made against any of the Parties by any third party, the Party or Parties against whom such claim is made will promptly notify the other Party/Parties and each Party will provide the other Parties with such assistance as is reasonable in relation to such claim. The claim shall be settled by the Party who is liable through its actions or omissions for such a claim.

12.3 Any insurance cover which may be held by the Customer or Consultant shall in no way limit or absolve the Customer or Consultant of their respective liabilities under the Contract.

12.4 The Consultant shall defend, hold harmless and indemnify the Customer and Client and their Contractors, officers, partners, employees, successors and assigns against any and all claims, losses, demands, actions, suits, proceedings, prosecutions, fines, penalties, liabilities, damages, costs, expenses or fees arising out of, or resulting from, any failure of the Consultant, its employees, representatives or subcontractors to comply with applicable laws.

12.5 In respect of claims other than those arising under clauses 6, 9, 12 and 13 the limit of the Consultant's liability for each and every claim shall be as specified in the Contract or, if not so specified, the Contract Price.

## **13 INSURANCE**

13.1 The Consultant shall be responsible for the provision and cost of all insurances, to cover its risks and liabilities in connection with the Contract.

13.2 Failure to effect adequate insurance cover in accordance with this clause 13 shall be at the Consultant's sole liability and risk.

13.3 The Consultant shall furnish the Customer with Certificates of Insurance evidencing cover prior to the commencement of Services or immediately upon receipt of a request from the Customer. All such policies maintained or procured shall contain a waiver of subrogation against the non-insuring Party, its Affiliates, the Customer's Clients, the Consultant's Sub-Contractors and their respective officers, directors and employees.

13.4 The Consultant at its cost, shall provide medical insurance cover for the Consultant's Staff including emergency repatriation.

## **14 CONSEQUENTIAL LOSS**

Except as provided for under this Contract neither the Customer nor the Consultant shall be liable to the other for loss of profits, loss of business or any other indirect or consequential damages arising out of the Contract.

## **15 ASSIGNMENT AND SUB-CONTRACTING**

15.1 The Consultant shall select and appoint suitable competent subcontractors, in such locations as the Consultant shall consider fit.

15.2 The Consultant shall confirm that all subcontractors provide satisfactory invoices reports and all other information and documents to the Consultant in accordance with the Contract.

15.3 The Consultant shall take full responsibility for all its subcontractors, their actions and omissions in respect of the Services.

15.4 The Consultant shall not assign or sub-contract this Contract without the consent of the Customer, which consent shall not be unreasonably withheld. In any event, the Consultant shall not be relieved of the responsibility under the Contract for such parts of the Services as are sub-contracted and the Consultant shall be responsible and liable for the acts or defaults of any subcontractor or their employees, servants and agents, as fully as if they were the acts or defaults of the Consultant or the Consultant's employees, servants and agents.

15.5 The Consultant shall ensure that any sub-contracts entered into by the subcontractor, shall contain such provisions of this Contract as should be made applicable to such sub-contracts.

15.6 The Customer has the right to assign the Contract.

## **16 STATUS OF THE CONSULTANT**

Nothing in the Contract shall be construed as establishing the Consultant or any employee of the Consultant as an

employee of the Customer or of the Client. The Consultant shall therefore be responsible for all Income Tax liabilities and National Insurance payments due in respect of fees and any other payments received under the Contract including fees and any other payments received in respect of employees of the Consultant. The Consultant shall indemnify the Customer and the Client in respect of any claims which may be made against the Customer or the Client by relevant authorities in respect of Income Tax or National Insurance contributions relating to the provision of the Services.

## **17 MITIGATION OF LOSS**

- 17.1 Both the Customer and the Consultant shall take all reasonable steps to mitigate any loss resulting from any breach of the Contract.
- 17.2 The Consultant shall, upon the request of the Customer or the Client, take all reasonable steps to mitigate additional costs to Customer and/or Client which may be the result of delays to commencement or completion of the Services or interruptions to the programme, irrespective of cause.

## **18 HEALTH, SAFETY AND ENVIRONMENT**

The work will be undertaken in accordance with the latest version of the Customer's standard Health, Safety and Environmental policies and procedures.

## **19 DRUGS AND ALCOHOL**

The Consultant shall comply with the Customer's Drug and Alcohol policies and procedures.

## **20 QUALITY ASSURANCE**

- 20.1 The Consultant has and shall continue to have in place an established, documented and maintained Quality Assurance system which is based on, or meets the requirements of the ISO 9000 series of standards.
- 20.2 Customer shall have the right to carry out Quality Audits of the Consultant and its subcontractors. The Consultant shall provide the required facilities and assistance to Customer with respect to execution of such audits.

## **21 COMPLIANCE**

### **21.1 Anti-Bribery**

- 21.1.1 The Consultant shall:
- comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
  - not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure

compliance with the relevant requirements, and will enforce them where appropriate; and

- promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the Services.

21.1.2 The Consultant shall ensure that any person associated with the Consultant who is performing services under or in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultant, the relevant terms in clause 21.1.1. The Consultant shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to Customer for any breach by such persons of any of the relevant terms. Any such breach shall be a material breach, and in the case of a breach of clauses 21.1.1(a) or 21.1.1(b) shall be a material breach that is incapable of remedy.

21.1.3 For the purpose of this clause 21.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this clause 21.1, a person associated with the Consultant includes any member of the Consultant group.

### **21.2 Modern Slavery**

- 21.2.1 The Consultant undertakes, warrants and represents that:
- neither it nor any of its officers, employees, agents or subcontractors:
    - has committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or
    - has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
    - is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
  - it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
  - it shall notify Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Consultant's obligations under clause 21.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Consultant's obligations.

21.2.2 The Consultant shall take all reasonable steps necessary to ensure:

- its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and
- it has the right to audit the supply chain to ensure such compliance.

21.2.3 The Consultant shall prepare and deliver to Customer no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human

trafficking is not taking place in any part of its business or in any of its supply chains.

**21.3 Data Protection**

21.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this clause 21.3 shall not relieve the Consultant of its own responsibilities under Data Protection Law.

21.3.2 Customer shall provide the shared personal data to the Consultant. The Consultant shall process shared personal data only for the agreed purpose. The Consultant shall not process shared personal data in a way that is incompatible with the agreed purpose.

21.3.3 Each party agrees that it shall:

- (a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and
- (b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

21.3.4 The Consultant shall indemnify Customer in full for any and all costs, losses, damages, expenses and liabilities suffered by Customer as a result of the Consultant's failure to comply with the terms of this clause 21.3 and/or any Data Protection Law.

**21.4 Material Breach**

Any breach of clauses 21.1, 21.2, or 21.3 by the Consultant shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Customer to terminate the Contract with immediate effect

**22 GENERAL PROVISIONS**

22.1 The Contract shall constitute the entire agreement between the parties in relation to the subject matter of the Contract and supersedes any previous agreements, representations and commitments, whether oral or in writing, between the parties concerning such subject matter. No modifications, renewal, extension or waiver to or of the Contract or any of its provisions shall be effective unless agreed in writing by the Parties.

22.2 If any of the provisions of the Contract shall be found to be invalid or unenforceable, the Contract shall remain valid but shall be construed as not containing the particular invalid or unenforceable provision.

22.3 No term of the Contract is intended to confer a benefit on, or to be enforceable by any person who is not a party to the Contract.

**23 GOVERNING LANGUAGE**

All documentation required for the performance of this Contract shall be written in the English language, which is hereby designated as the governing language of this Contract.

**24 APPLICABLE LAW AND LOCAL REGULATIONS**

24.1 This Contract shall be governed by and construed in accordance with the Laws of England, and each party submits to the exclusive jurisdiction of the English courts.

24.2 The Consultant shall comply with all laws, bylaws and regulations applicable to the Services in force in the localities within which the Contract is to be performed.

24.3 The Customer shall not be responsible for any acts or omissions on the part of the Consultant that violate the laws or regulations of any locality in which the Services are carried out.

24.4 The Consultant shall not be responsible for any acts or omissions of the Customer that violate the laws or regulations of any locality in which the Services are carried out.