



VYPR VALIDATION TECHNOLOGIES LTD

Terms and Conditions

1. INTERPRETATION

1.1. Definitions

Agreed Purposes: for the provision of the Services pursuant to this Contract and where applicable all related Documentation.

App: a type of software that can be installed and run on a computer, tablet, smartphone or other electronic devices.

Bespoke Audiences: the Customer facilitates the recruitment of the Customer's own members to the VYPR panel and the member has agreed to the Customer's own terms and conditions.

Business Day: a day other than a Saturday, Sunday or Public Holiday when banks in London are open for business.

Confidential Information all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this Contract in connection with the Services, including but not limited to: (a) the terms of this Contract; (b) any information that would be regarded as confidential by a reasonable business person relating to: the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and (c) any information developed by the parties in the course of carrying out the Contract.

Conditions: these terms and conditions set out in clause 1 to clause 14 (inclusive).

Consumer: a natural person who has interacted with VYPR by being asked to respond to Surveys.

Contract: the contract between the Customer and VYPR for the supply of the Services in accordance with the Contract Details and these Terms and Conditions. In the event of a conflict between the Contract Details and these Terms and Conditions, the Contract Details shall take precedence.

Contract Details: a separate document containing the commercial terms.

Controller, Processor, Processing, Data Subject, Personal Data, Cross-border processing, and Technical and Organisational Measures: have the meanings as defined in Data Protection Legislation together with any other legislation or regulatory requirements relating to the use of personal data.

Customer: the company signing up to this Contract with VYPR.

Customer Data: the data, including any and all concepts being tested pursuant to the Services, inputted by the Customer,, their Users, Third Party Agency or VYPR on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Processing Agreement: A legally binding document to be entered into between the Customer and the Third-Party Agency in writing or electronic form. It regulates the scope and purpose of processing, as well as the relationship.

Data Protection Legislation: means all applicable data protection and privacy legislation in force, including the General Data Protection Regulation (EU) 2016/679 whilst valid in the UK; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI2003/2426); the UK GDPR as applied under the Data Protection, Privacy and Electronic Communications (Amendments, etc) (EU Exit) Regulations 2019 (SI2019/419), as amended; and the GDPR and any member state laws relevant to it.

Documentation: the documents made available to the Customer by VYPR via <https://vyprclients.com> or such other web address notified by VYPR to the Customer from time to time, which shall be treated as Confidential Information.

Initial Term: the period specified in the contract between the Customer and VYPR.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.

Licence Fees: the amount agreed in the Payment Terms for use of the Services.

Payment Terms: the terms for payment of the Licence Fees and additional Surveys as set out in this Contract or as agreed in writing between the parties from time to time.

Permitted Recipients: any parties engaged to perform obligations in connection with this Contract, whether a third party or not.

Personal Data: consumer data shared by VYPR with the Customer, including audio-visual recordings created by the consumer and associated meta-data, where such information makes it possible to identify an individual directly or indirectly from the information the Customer is processing.

Platform: the location VYPR makes available to the Customer to access all information in relation to initiating and collating responses to Surveys.

Rate Card: Our standard pricing costs for VYPR Services.

Renewal Term: as defined in clause 2.

Services: access to the Platform and consumer panel provided by VYPR to the Customer under this Contract via <https://vyprclients.com> or any other website notified to the Customer by VYPR from time to time, as described in the Documentation.

Software: the online software applications provided by VYPR as part of the Services.

Standard Contractual Clauses: contractual clauses ensuring appropriate data protection safeguards used as a ground for data transfers from the UK and EU to third countries.

Surveys: the questions purchased by the Customer pursuant to clause 6.1 for Users to submit to the Service, more particular details of which are as set out in the Contract or where applicable the Documentation.

Term: the Initial Term together with any subsequent Renewal Terms.

Third-Party Agency: where the Customer engages another business to act for them.

Third-Party Proprietary Partner: a business VYPR contracts with that provides access to their proprietary consumer base, to respond to Surveys.

Users: those employees, agents and independent contractors of the Customer, or of companies in the same corporate group, who are authorised by the Customer to use the Services and the Documentation.

Virus: any device or item (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or

data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

VYPR: VYPR Validation Technologies Limited registered in England and Wales with company number 08589377.

Workers: employees, contractors, agents, staff, or other personnel acting in the authority of VYPR, VYPR's suppliers or the Customer.

Vypr Predict: the name of the Platform.

1.2. Interpretation

- (a) Terms or phrases defined in the Contract Details shall have the same meaning where used in these Conditions.
- (b) a reference to the plural shall include the singular and vice versa.
- (c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes emails but excludes fax.

2. COMMENCEMENT AND TERM

This Contract shall commence on the agreed date by both parties which is documented in the Contract and shall continue until the expiry of the Initial Term. Our standard process is to start discussing the Renewal Term at least 4 months before the end of the Initial Term. Thereafter, this Contract shall be automatically renewed for successive periods of twelve months (each a "Renewal Term"), and where automatic renewal happens as you have not renewed within the 90 days, the cost will default to the rate card price, unless:

- a. either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Term, in which case this Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Term; or
- b. otherwise terminated at any time in accordance with the provisions of this Contract and the Initial Term together with any subsequent Renewal Terms shall constitute the Term.

3. BASIS OF CONTRACT

- 3.1. Any samples, drawings, descriptive matter or advertising issued by VYPR, and any descriptions or illustrations contained in VYPR's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.2. The rights provided under this Contract are granted to the Customer and to any subsidiary or group company of the Customer.

4. SUPPLY OF SERVICES

- 4.1. Subject to the Customer purchasing Surveys and complying with the terms and conditions of this Contract, VYPR hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.
- 4.2. Vypr shall (and shall procure that its personnel, contractors, agents and representatives shall) comply with applicable Laws, and obtain and maintain any approvals, consents, license, authorities etc. that are necessary for it to perform the contract.
- 4.3. VYPR shall during the Term, provide the Services, the agreed number of total responses in relation to the Surveys, as documented in the Contract and make available the Documentation to the Customer on and subject to the terms of this Contract. VYPR undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care.
- 4.4. VYPR shall use their best efforts to make the Services available 24 hours a day, seven days a week, except for planned maintenance. However, VYPR:
 - (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free or completely free from all bugs, defects or omissions; or that the results of the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
 - (c) If VYPR's performance of the Services fails to comply with its obligations in clause 4.3 the Customer's exclusive remedy and VYPR's sole obligation will be to correct the non-conformance at no additional charge within 30 days following written notice of non-conformance by Customer expressly referring to clause 4.3.
 - (d) VYPR makes no representation or warranty in connection with the Services, except as expressly set out in clauses 4.2, 4.3 and 4.4. To the maximum extent permitted by applicable law, except as specifically set out in such clauses VYPR disclaims all implied warranties, including any implied warranty of satisfactory quality or fitness for a particular purpose, any implied warranty of non-infringement, any implied warranty arising from course of performance, course of dealing, or usage of trade, and any statutory remedy.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer shall not access, store, distribute or transmit any Viruses, or any material during its use of the Services that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) may cause distress or offence;
 - (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (g) is otherwise illegal or causes damage or injury to any person or property; and VYPR reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 5.2. The Customer shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
 - i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in

- any form or media or by any means; or
 - ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (b) access all or any part of the Services and Documentation to build a product or service which competes with the Services and/or the Documentation; or
 - (c) use the Services and/or Documentation to provide services to third parties without written approval; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or
 - (f) use the responses to the Surveys for anything other than group internal business purposes of market research and business development, which may include showing responses to Surveys and audio-visual recordings to third parties in a presentation. The Customer may share responses to Surveys with third parties but must not share any audio-visual recordings with a third party or make public such responses or use or exploit them other than for its internal business purposes, to the extent it contains personal data. Anonymised data may be shared on social media, but only if VYPR is credited as the source; or
 - (g) knowingly permit any employees or contractors, or their close family members, or anyone else working on your behalf, to sign up to use the App as a consumer after the contract has been signed; or
 - (h) use the App as a consumer for commercial gain.
- 5.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of discovering any such unauthorised access or use, promptly notify VYPR.
- 5.4. The Customer shall:
 - (a) comply with all applicable laws and regulations with respect to its activities under this Contract.
 - (b) carry out all other Customer responsibilities set out in this Contract. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, VYPR may adjust any agreed timetable or delivery schedule as reasonably necessary.
 - (c) ensure that the Users use the Services and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any User's breach of this Contract. This includes accepting full responsibility for any group company or Third-Party Agency used, and ensuring they are solely acting for the Customer.
 - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for VYPR, its contractors and agents to perform their obligations under this Contract, including without limitation the Services.
 - (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to VYPR's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6. CHARGES AND PAYMENT

- 6.1. The Customer shall pay the Licence Fees to VYPR for the use of the Service in accordance with this clause 6. Any Surveys which are unused at the end of the Initial Term and each Renewal Term cannot be carried forward to the subsequent Renewal Term.
- 6.2. The Customer may, from time to time during the Initial Term and/or each Renewal Term, purchase additional Surveys in excess of the number set out in the Contract Details. If the Customer wishes to purchase additional Surveys, the Customer shall notify VYPR. VYPR shall activate the additional Surveys within 3 days of its acceptance of the Customer's request. The Customer shall pay to VYPR the relevant fees for such additional Surveys as agreed in advance by the parties in writing in accordance with the Payment Terms. Any additional Surveys purchased can be carried forward, to the subsequent Renewal Term, if the renewal is at least of the same value as the previous year.
- 6.3. The Customer shall pay the Licence Fees payable in respect of the Initial Term and each Renewal Term in accordance with the Payment Terms.
- 6.4. If VYPR has not received payment of an undisputed sum within 30 days of the due date, and without prejudice to any other rights and remedies of VYPR including clause 11.2:
 - (a) VYPR may, without liability to the Customer, temporarily disable the Customer's password, account and access to all or part of the Services and VYPR shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of VYPR's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.5. All amounts and fees stated or referred to in this Contract:
 - (a) shall be payable in pounds sterling, or by request, and subject to the Customer paying the difference in the exchange rate, euro's, dollars or the local currency;
 - (b) are exclusive of value added tax, which shall be added to VYPR's invoice(s) at the appropriate rate: and
 - (c) the Customer shall be responsible for any fees associated with the payment(s).
- 6.6. We have the right to increase the Licence Fees at the start of each Renewal Term in line with the percentage increase in the Consumer Prices Index (CPI) (all items) (United Kingdom) during the previous year and the Contract shall be deemed to have been amended accordingly. In the event that VYPR wishes to increase the Licence Fees by an amount greater than the automatic increase it shall give the Customer no less than 120 days' written notice before the start of any Renewal Term, to enable the parties to negotiate in good faith. The Customer acknowledges that expiration of any discount or incentive programs to which Customer was previously entitled do not constitute fee increases and the increase in fees will be based on VYPR's prevailing rate for the Services at the time of the increase.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Customer acknowledges and agrees that VYPR and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 7.2. VYPR confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract. The Customer will own the rights to the Surveys, generated reports and associated data which they have downloaded from the Platform. The Customer agrees to VYPR having access to any data for comparative analysis.
- 7.3. The Customer shall defend and hold harmless VYPR against claims, actions, proceedings, losses, damages, awards, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of this contract and/or incorrect use of the Services and/or Documentation.
- 7.4. VYPR shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation

infringes any United Kingdom, or any other country specified in the Contract, patent effective as of the Commencement Date, copyright, trademark, database right, any other intellectual property rights or right of confidentiality provided that:

- (a) VYPR is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to VYPR in the defence and settlement of such claim, at VYPR's expense; and
 - (c) VYPR is given sole authority to defend or settle the claim.
- 7.5. In the defence or settlement of any claim, VYPR may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 10 days notice in writing to the Customer, without any additional liability or obligation to pay damages or other costs to the Customer
- 7.6. In no event shall VYPR, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than VYPR; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by VYPR; or
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from VYPR or any appropriate authority.
- 7.7. The foregoing states the Customer's sole and exclusive rights and remedies, and VYPR's (including VYPR's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.
- 7.8. The products depicted are used for research purposes only. All trademarks and copyrights are the property of their respective owners, and no affiliation or endorsement is implied.

8. CUSTOMER DATA

- 8.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2. The Customer hereby grants VYPR a limited, non-exclusive, non-transferable right and licence to use the Customer Data for the sole purposes of:
- (a) performing VYPR's obligations hereunder;
 - (b) analysing the Customers use of the Service to improve VYPR's products and offerings; and
 - (c) on a purely anonymous and aggregated basis, to provide bench marking and comparative analysis.
- 8.3. VYPR shall follow its standard archiving procedures for Customer Data, and Customer Data is retained for 6 years after the contract ends. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for VYPR to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by VYPR in accordance with such archiving procedure. VYPR shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by VYPR to perform services related to Customer Data maintenance and back-up).

9. DATA PROTECTION

- 9.1. The parties agree that, in respect of Personal Data provided by VYPR to the Customer, VYPR is the Data Controller, and the Customer will be the Data Processor and each shall comply with their respective obligations under the Data Protection Legislation. As the Data Controller, VYPR is required to ensure that any Personal Data shared with the Customer, is treated appropriately and in accordance with this clause 9.
- 9.2. VYPR shall ensure that it has all necessary appropriate legal bases, consents and/or notices in place to enable lawful transfer of the Personal Data to the Customer for the duration and purposes of these terms and conditions, subject to clause 9.4. Where data will be transferred or processed outside the UK, using the Third Party Proprietary Partner, Standard Contractual Clauses will be in place to ensure adequate levels of protection are in place for all Personal Data.
- 9.3. The Customer will receive the following types of reporting data from VYPR:
- (a) Anonymised responses to Surveys which DO NOT contain Personal Data and are not classed as 'personal data'. This constitutes the majority of all outputs from the Platform.
 - (b) A small volume of audio / visual responses, driven by video questions. These questions DO contain Personal Data, to the extent that facial and audio data constitutes personal data. The client has the ability to download the mp4 outputs for internal usage, no other details are provided i.e name, address, email, telephone etc.
 - (c) Where the Customer has chosen to utilise Bespoke Audiences, the reports generated from the Platform may not be anonymised.
- 9.4. The Customer shall:
- (a) process that Personal Data only on the written instructions of VYPR unless the Customer is required by any law applicable to the Customer to process Personal Data;
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. This includes ensuring there is a Data Processing Agreement in place between the Customer and any Third-Party Agency used. Vypr may request sight of this at any time;
 - (d) not transfer any Personal Data outside of the European Economic Area, including to a subsidiary or group company, unless the Data Protection Legislation requirements in relation to international transfers are followed, which includes, but is not limited to, the following conditions:
 - i) provide appropriate safeguards in relation to the transfer;
 - ii) acknowledge the Data Subject has enforceable rights and effective legal remedies;
 - iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv) comply with reasonable instructions notified to it in advance by VYPR with respect to the processing of the Personal Data
 - (e) ensure it has secure data retention and deletion procedures in place, so Personal Data is not held for longer than 36 months;

- (f) assist VYPR, at VYPR'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;
 - (g) notify VYPR without undue delay on becoming aware of a Personal Data breach;
 - (h) permit VYPR, on reasonable notice, access to the Customers' premises to audit the Customers compliance with this clause 9 and the Data Protection Legislation. Such audit should be undertaken during the Customer's ordinary business hours; and VYPR shall ensure that it does not cause disruption to the Customer's business operations, and at any time whilst attending the Customer's premises comply with all health, safety and security policies and other reasonable instructions given by the Customer; and
 - (i) maintain records and information to demonstrate its compliance with this clause 9.
- 9.5. On termination or expiry of these terms and conditions, the Customer shall cease to use the Personal Data and confirm the data has been erased or shall arrange for the prompt and safe return of all Personal Data to VYPR together with all copies and/or adaptations of the Personal Data in its possession or control and shall erase all copies which may remain in its possession (save for unavoidable routine backups).
- 9.6. The Customer warrants and undertakes that it shall immediately inform VYPR upon becoming aware of any breach or default by the Customer or any of its sub-contractors of the provisions of this clause 9.
- 9.7. The Customer hereby agrees to provide VYPR with such assistance as is reasonably necessary in connection with all subject access and data-rights requests, as provided for in the Data Protection Legislation, received by VYPR from Data Subjects. If the Customer processes any Personal Data related to the Surveys for any other purpose than permitted under these terms and conditions, the Customer shall be solely responsible for ensuring it has an appropriate legal basis for this processing, as required by the Data Protection Legislation.

10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 10.1. Except as expressly and specifically provided in this Contract:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. VYPR shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to VYPR by the Customer in connection with the Services, or any actions taken by VYPR at the Customer's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.
- 10.2. Nothing in this Contract excludes or limits the liability of VYPR:
- (a) for death or personal injury caused by VYPR's negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for a breach of data protection legislation.
- 10.3. Neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract.
- 10.4. Both parties total aggregate liability in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total Licence Fees during the 12 months immediately preceding the date on which the claim arose, annualised where liability occurs in the first 12 months of the contract. For the avoidance of doubt, this clause shall not limit either parties liability in terms of the applicability of the Data Protection Legislation in respect of performance of the Services.

11. TERMINATION

- 11.1. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - (b) the other party commits a persistent breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2. Without any other right or remedy available to it, VYPR may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any undisputed amount due under the Contract within 30 days of the due date, provided that VYPR has first delivered written notice of non-payment and intended termination, giving the Customer at least 10 days in which to make payment, and such payment has not been made..
- 11.3. On termination of this Contract for any of the reasons above:
- (a) All licences granted under this Contract and unused Surveys shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
 - (b) VYPR may destroy or otherwise dispose of any of the Customer Data in its possession after 2 years; and
 - (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.
 - (d) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

(e)

12. ANTI-BRIBERY, FRAUD AND CORRUPTION

- 12.1. VYPR and the Customer, including all their respective directors, officers, employees and contractors and any other person associated with or acting on behalf of them shall:
- 12.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, fraud and corruption including but not limited to the Bribery Act 2010, the Fraud Act 2006 and the Criminal Finances Act 2017;
 - 12.1.2. not engage in any activity, practice or conduct which would constitute an offence under the legislation listed in 12.1.1 above;

- 12.1.3. 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 legislation listed in 12.1.1 above to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 12.1.2, and will enforce them where appropriate.

13. MODERN SLAVERY POLICY

- 13.1 This applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, contractors and suppliers. VYPR strictly prohibits the use of modern slavery and human trafficking in our operations and supply chain. We have and will continue to be committed to implementing systems and controls aimed at ensuring that modern slavery is not taking place anywhere within our organisation or in any of our supply chains. VYPR expects our suppliers will hold their own suppliers to the same high standards.

14. GENERAL

- 14.1. Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2. Assignment. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the other party.
- 14.3. Confidentiality.
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 14.3(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
 - (b) Each party may disclose the other party's confidential information:
 - i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
 - (d) Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 14.4. Publicity. Provided that VYPR complies with any trademark usage requirements notified to it by Customer, VYPR may refer to the Customer as one of VYPR's customers and use the Customer's logo as part of such reference. VYPR may either (i) issue a press release announcing the relationship between VYPR and the Customer, or (ii) submit a joint press release to the Customer for the Customer's approval, such approval not to be unreasonably withheld or delayed. The Customer agrees to be a reference account for VYPR, provided, however, that VYPR will provide the Customer with reasonable notice and obtain the Customer's consent before scheduling any reference calls.
- 14.5. Entire agreement. This Contract 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.
- 14.6. Variation. No variation of this Contract shall be effective unless it is in writing and signed by both the parties (or their authorised representatives).
- 14.7. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
- 14.8. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.9. Notices.
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, including via email, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, including email addresses and shall be sent via email.
 - (b) A notice or other communication shall be deemed to have been received: if sent via email, the time of transmission if sent before 5pm on a working day or at 9am on the next working day if sent on a non-working day or if sent at 5pm onwards on a working day.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.10. Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 14.11. Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 14.12. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). This is regardless of the country where the Customer is based.