

CORE TERMS

Version GL002

GAIN LINE OPERATIONAL OPTIMISERS LTD

**GAIN
LINE**

GAIN LINE OPERATIONAL OPTIMISERS LIMITED, a limited company registered in England and Wales with registered number 13598603

Our registered office is at 16 Blackfriars Street, Manchester, England, M3 5BQ.

These Terms set out the core terms under which GAIN LINE OPERATIONAL OPTIMISERS LIMITED provide services. The terms form part of each agreement GAIN LINE enters. Agreements with us will be formed from:

- These terms;
- The Credit/Payment Terms; and
- The Service Schedule.

These terms and the Credit/Payment Terms are incorporated into each Service Schedule issued.

Background

GAIN LINE is in the business of providing digital consultancy, digital system development and website hosting, and the provision of related deliverables. We provide creative and technology services to Clients on and subject to the terms of each Agreement we enter with them. We also provide access to software services to support our Clients.

Core Terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agreement: the agreement or agreements entered into by GAIN LINE and the Client for the Services specified in the Services Schedule incorporating these Core Terms and the Credit/Payment Terms;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Client/you/your: the client specified in the Credit/Payment Terms and the Services Schedule;

Client's Marketing Policies: the Client's policies relating to the advertising and/or marketing which are set out in the Services Schedule, copies of which have been provided to GAIN LINE by the Client, and agreed by GAIN LINE;

Client's Property: any and all materials, documents, records, research, photography, logos, designs, software or other property (including all Intellectual Property rights therein) belonging to the Client which are provided to GAIN LINE by or on behalf of the Client (including any Trade Marks and copies of the Client's Marketing Policy) and/or otherwise come into the possession, custody or control of GAIN LINE in connection with the provision of the Services;

Commencement Date: the date set out as such in a Services Schedule;

Confidential Information: has the meaning given in clause 14.

Core Terms: these terms which shall apply to each Agreement entered into by GAIN LINE and the Client where the reference GL002 is specified or where no reference is specified;

Credit/Payment Terms: the document, applicable at any particular time, prepared by GAIN LINE setting out the details of the Client together with the terms of credit which are allowed and the payment provisions, referenced as the GAIN LINE Credit/Payment Terms for the Client.

Deliverable(s): all documents, products and/or other materials created or produced by or on behalf of GAIN LINE for the Client in the course of providing the Services, on any media (whether any media exist at the

Commencement Date or are subsequently developed). The Deliverables shall include all items that are specified as such in a Services Schedule;

Expenses: expenses of the type detailed in a Schedule;

Fees: the fees for the Services, as set out in a Service Schedule;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names, trade marks 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;

Personnel: officers, employees, consultants, agents, representatives and advisers;

Proposal: a plan for the provision of services formulated by GAIN LINE that is provided in a draft Services Schedule for signature/agreement by the duly authorised representatives of both parties in accordance with clause 4.4;

Schedule: the Credit/Payment Terms or a Services Schedule;

Services: the services to be provided by GAIN LINE to the Client as set out in each Services Schedule (including the provision of specified licenses where applicable);

Services Schedule: the schedule provided by GAIN LINE specifying the Services, Fees, and other matters relating to an agreement made between the parties on which Services shall be provided;

Subcontractor: any third party engaged by GAIN LINE to provide any part of the Services or any of the Deliverables;

Term: the term of any agreement as determined in accordance with a Schedule;

Third-Party Fees: fees payable to third parties relating to the provision of the Services which are not included in the Fees and are not Expenses;

Third-Party Materials: any work or materials authored, created or performed by a third party and either commissioned for, or used in relation to, the Services, including library images;

Third-Party Provider: a third party providing services and specified as such in the Services Schedule;

Timetable: the timetable for the provision of the Services as set out in the relevant Service Schedule;

Trade Marks: the registered trademarks and trademark applications, and all unregistered trademarks and logos, specified in a Proposal and/or notified by the Client to GAIN LINE from time to time in writing;

VAT: value added tax chargeable under the Value Added Tax Act 1994;

GAIN LINE Modifications: means any modifications or enhancements to the GAIN LINE Software and any modifications or enhancements to any third-party software carried out by GAIN LINE, together with any documentation and source code modifications specifically developed by GAIN LINE;

GAIN LINE Software: means any proprietary software and documentation (including the source code) developed, licensed and owned by GAIN LINE including but not limited to related programs, data files,

databases, data and other related information stored on computer media or otherwise, together with any subsequent corrections, additions, and/or modifications made and supplied by GAIN LINE to the Client.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The agreements are formed from these Core Terms together with the Schedules and shall have effect as if set out in full in the body of these terms. Any reference to an agreement includes the Schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes email.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. APPOINTMENT OF GAIN LINE

2.1 By completing a Services Schedule the Client agrees to GAIN LINE providing Services under an Agreement or series of Agreements. Each Agreement is a separate agreement completed by the confirmation of the relevant Services Schedule in accordance with clause 4.2.

2.2 If specified in a Schedule GAIN LINE is appointed on an exclusive basis in respect of the provision of the services set out therein.

3. TERM

Each Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 19, until terminated in accordance with the Services Schedule.

4. PROPOSALS

4.1 If the Client wishes GAIN LINE to provide Services to the Client relating to a specific project or more generally, the Client shall discuss with GAIN LINE the services required in order to execute that project and GAIN LINE shall provide a Proposal.

4.2 Once the Client is in receipt of a Proposal it shall become a Services Schedule (and form a binding agreement) on either the Client signing the Proposal or the Client giving GAIN LINE a clear instruction to commence the Services detailed in the Proposal.

4.3 GAIN LINE may withdraw any Proposal at any time before it has been confirmed by the Client in accordance with clause 4.2.

4.4 Once a draft Project Proposal has been approved by the Client under clause 4.2, the Agreement formed shall be binding on the parties and shall incorporate these Core Terms and the Credit/Payment Terms. GAIN LINE shall then provide Services and the Client shall comply with any requirements on it and pay all Fees, Expenses and Third-Party Fees.

4.5 If there is any inconsistency or conflict between the provisions of these Core Terms, the Credit/Payment Terms and the Services Schedule and the provisions of the Services Schedule shall take precedence followed by the Credit/Payment Terms.

5. AMENDMENTS TO AN AGREEMENT

5.1 The Client may request, and GAIN LINE may recommend, a change to any Services at any time before, or during the period when Services are provided. Where a change is requested or recommended the parties shall arrange to consider the change and in particular:

5.1.1 the reason for the change;

5.1.2 full details of the change;

5.1.3 the effect on the Fees, Third-Party Fees and Expenses, if any, of the change;

5.1.4 details of the likely impact, if any, of the change on other aspects of the Agreement including:

5.1.4.1 the timetable for the provision of the change;

5.1.4.2 the personnel to be provided;

5.1.4.3 working arrangements;

5.1.4.4 other contractual issues; and

5.1.4.5 obligations or requirements on the Client.

5.2 Where the parties consider a change, and agree to the change, including all required changes to the Services Schedule and Fees, a revised Service Schedule shall be issued by GAIN LINE for signature by the parties.

5.3 No change to an Agreement shall constitute an amendment to the Agreement unless and until a new Service Schedule is signed by the duly authorised representative of each party.

5.4 GAIN LINE may charge for time spent in the preparation of change or in dealing with requests for changes (according to time spent based upon GAIN LINE's normal rates).

6. PERFORMANCE OF THE SERVICES

6.1 In consideration for the payment of the Fees by the Client, GAIN LINE shall perform/deliver the Services for/to, and provide any Deliverables specified in a Services Schedule to, the Client.

6.2 Without limiting any other obligations of GAIN LINE under an Agreement, GAIN LINE shall, and shall procure that each of its Personnel shall, perform the Services in a professional manner:

6.2.1 using reasonable due skill, care and diligence;

6.2.2 in accordance with the provisions of the Agreement including the relevant Timetable (provided always that any dates specified therein shall be estimates only and time shall not be of the essence for performance of the Services or provision of the Deliverables); and

6.2.3 in accordance with the Client's Marketing Policies (if applicable).

6.3 GAIN LINE are not responsible for any matters outside the Services or any provision by a Third-Party Provider or other third party.

6.4 GAIN LINE shall co-operate with any third parties as the Client may from time to time nominate for the purposes of performing the Services.

6.5 GAIN LINE shall have the right to make any changes to the Services or any Deliverable which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services or Deliverable, and GAIN LINE shall notify the Client in any such event.

6.6 GAIN LINE give no warranty that access to any GAIN LINE Software is not uninterrupted or free of virus or bugs, but GAIN LINE shall use reasonable endeavours to ensure that this is the case.

6.7 GAIN LINE is not liable for any breach of an Agreement to provide GAIN LINE Software and/or defects faults or other shortcomings in the GAIN LINE Software to the extent they are caused by:

6.7.1 any delay, act, omission and/or default of the Client and/or any person under its control, including any failure of the Client to comply with its obligations pursuant to an Agreement;

6.7.2 the use of any software or hardware which are not approved by GAIN LINE as being compatible with the GAIN LINE Software;

6.7.3 any unauthorised and/or improper use of the GAIN LINE Software.

6.8 Except as expressly set forth in an Agreement, all warranties, terms and conditions, whether oral or written, express or implied by statute, common law or otherwise, in relation to any GAIN LINE Software are excluded to the maximum extent permitted by law.

7. CLIENT OBLIGATIONS

7.1 The Client shall

7.1.1 ensure that the terms of the Services and any item detailed in a Service Schedule are accurate and meet its needs in respect of any Agreement in respect of which GAIN LINE are requested to provide Services,

7.1.2 comply with the specific terms of a Schedule,

7.1.3 co-operate fully and promptly with GAIN LINE in relation to the provision of Services,

7.1.4 obtain and maintain all necessary licences, permissions and consents required to allow GAIN LINE to provide the Services, and

7.1.5 promptly provide to GAIN LINE, at GAIN LINE's request, such information, data and materials concerning the Client (relating to the Services), the Client's requirements in respect of the Services and the Agreement to which the Services relate as is reasonably necessary to enable GAIN LINE to perform the Services.

7.2 Only written approval by a member of the Client's Personnel identified in a Services Schedule (or subsequently notified to the Client) as authorised to give approval shall be authorised to provide written approval by the Client for the purposes of an Agreement.

7.3 If GAIN LINE's performance of any of its obligations under an Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation under an Agreement (Client Default):

7.3.1 GAIN LINE shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays GAIN LINE's performance of any of its obligations;

7.3.2 GAIN LINE shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from GAIN LINE's failure or delay performing any of its obligations due to the Client Default; and

7.3.3 the Client shall reimburse GAIN LINE on written demand for any costs or losses sustained or incurred by GAIN LINE arising directly or indirectly from the Client Default.

7.4 In the event of any Client Default GAIN LINE shall notify the Client of the same without any undue delay.

7.5 Where the Client receives any GAIN LINE Software it shall not use the same to (and shall in so far as possible ensure third parties cannot) disassemble, decompile, reverse-engineer or create derivative works from the GAIN LINE Software.

8. MEETINGS AND CONTACT REPORTS

8.1 GAIN LINE shall provide to the Client, on the agreed basis or otherwise on a monthly basis, a written report setting out the progress of the Services against each Agreement and Timetable. These reports shall provide the basis of the discussion at the meetings to be held under clause 8.2.

8.2 The Client and GAIN LINE shall ensure, unless otherwise agreed, that a meeting takes place between senior members of their respective Personnel with responsibility for each Agreement at least once every three months during which Services are to be provided under that Agreement, to discuss the performance of the Services against that Agreement and Timetable. These meetings shall take place in person at the Client's offices or such other location agreed between the parties, unless the Client consents to the holding of a meeting by telephone or via video call (including without limitation, FaceTime, GoToMeeting and Skype).

9. FEES AND EXPENSES

9.1 In consideration for the provision of the Services in accordance with each Agreement, the Client shall pay the Fees to GAIN LINE.

9.2 The Fees do not cover the provision of any services other than the Services. If any such services are requested, the level of remuneration for them will be separately agreed by the parties by way of a specific Service Schedule or otherwise on the basis of these Core Terms.

9.3 The Client shall reimburse GAIN LINE for all Third-Party Fees. GAIN LINE shall not be obliged to pay any Third-Party Fees which have not been authorised by the Client.

9.4 The Client shall reimburse GAIN LINE for reasonable Expenses actually incurred by GAIN LINE and agreed in any Agreement.

9.5 GAIN LINE may invoice the Client for the Fees at such times and/or in such instalments (as applicable) as are set out in a Schedule (as applicable).

9.6 GAIN LINE may invoice the Client for the Third-Party Fees and Expenses monthly in arrears, and shall provide the Client with supporting documentation for such Third-Party Fees and Expenses (including receipts).

10. PAYMENT

10.1 The Fees for the Services shall be as set out in the Services Schedule.

10.2 In the event the Credit Limit specified in the Credit/Payment Terms is exceeded the Client shall pay such sums as may be in excess. Where the Credit Limit is exceeded GAIN LINE may suspend the provision of Services without being in breach of an Agreement.

10.3 GAIN LINE shall invoice the Client in accordance with the Schedules.

10.4 The Client shall pay each invoice submitted by GAIN LINE:

10.4.1 within 30 days of the date of the invoice; and

10.4.2 in full and in cleared funds to a bank account nominated in writing by GAIN LINE.

10.5 All amounts payable by the Client under an Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under an Agreement by GAIN LINE to the Client, the Client shall, on receipt of a valid VAT invoice from GAIN LINE, pay to GAIN LINE such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.6 If the Client fails to make any payment due to GAIN LINE under an Agreement by the due date for payment, then without limiting GAIN LINE's remedies under clause 19 below, GAIN LINE may suspend provision of the Services and any Deliverable unless and until such payment is made and the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyd Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

10.7 The Client shall pay all amounts due under an Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). GAIN LINE may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by GAIN LINE to the Client.

11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

11.1 The Client shall ensure that GAIN LINE's possession and use of the Client's Property in the exercise of GAIN LINE's obligations under an Agreement shall not infringe the Intellectual Property Rights or proprietary rights of any third party.

11.2 GAIN LINE retain any and all rights in any Deliverables (including code, software or any website development which may be included in any Services), save as provided for in any Schedule. Where any code, software or website development is undertaken as part of the Services the Client shall be granted any licence specified in the Service Schedule. For the avoidance of doubt GAIN LINE retains all rights in and to any GAIN LINE Software and/or any GAIN LINE Modification.

11.3 The Client grants GAIN LINE a non-exclusive, non-transferable, royalty-free licence to use the Client's Property (excluding the Trade Marks, which are licensed under clause 13) to the extent necessary to enable GAIN LINE to provide the Services during the Term and for the purposes of general marketing, publicity and in award entries.

11.4 The Client shall, at all times during and after the term of this Agreement indemnify GAIN LINE and keep GAIN LINE indemnified against all losses, claims, damages and expenses (including all reasonable legal fees) in relation to any infringement or alleged infringement of any third party Intellectual Property Rights

suffered by GAIN LINE as a result of GAIN LINE's use or possession of any of the Client's Property or any part of it ("IPR Claim"), provided that GAIN LINE;

11.4.1 shall promptly notify the Client in writing of any IPR Claim;

11.4.2 allows the Client to conduct all negotiations and proceedings and gives the Client all reasonable assistance each at the Client's cost regarding the IPR Claim; and

11.4.3 makes no admissions relating to the IPR Claims.

11.5 The Client will not compromise, settle or negotiate or make any statement prejudicial to the defence or settlement of any IPR Claim, and will provide such assistance to GAIN LINE in defending or settling any IPR Claim as GAIN LINE may reasonably request, at the Client's cost and expense.

11.6 GAIN LINE shall, at all times during and after the term of this Agreement indemnify the Client and keep the Client indemnified against all losses, claims, damages and expenses (including all reasonable legal fees) in relation to any infringement or alleged infringement of any third party Intellectual Property Rights suffered by the Client as a result of the Client's use or possession of any Deliverable or any part of it ("Client IPR Claim"), provided that the Client;

11.6.1 shall promptly notify GAIN LINE in writing of any Client IPR Claim;

11.6.2 allows GAIN LINE to conduct all negotiations and proceedings and gives GAIN LINE all reasonable assistance each at the GAIN LINE's cost regarding the Client IPR Claim; and

11.6.3 makes no admissions relating to the Client IPR Claims.

11.7 GAIN LINE will not compromise, settle or negotiate or make any statement prejudicial to the defence or settlement of any Client IPR Claim, and will provide such assistance to the Client in defending or settling any Client IPR Claim as the Client may reasonably request, at GAIN LINE's cost and expense.

11.8 Subject to the Client paying the Charges specified in the Agreement, where GAIN LINE Software is licensed as part of the Services clauses 11.9 to 11.13 shall apply.

11.9 The license for the use of any GAIN LINE Software and related Deliverables shall (unless otherwise specified in the Services Schedule) be a non-exclusive, non-sublicensable and non-transferable licence, for the Term to use the GAIN LINE Software and Deliverables subject to the terms of the Agreement. The Client acknowledges that it is licensed to use the GAIN LINE Software and Deliverables under the express terms of the appropriate Agreement but not further or otherwise.

11.10 The Client shall use the GAIN LINE Software for processing its own data for its own internal purposes only. The Client shall not permit any third party to use the GAIN LINE Software in any way whatsoever nor use the GAIN LINE Software on behalf of or for the benefit of any third party in any way whatever.

11.11 Unless otherwise agreed, the GAIN LINE Software, Deliverables and all Intellectual Property Rights therein (including Intellectual Property Rights in any modifications carried out by or on behalf of the Client) shall remain the property of GAIN LINE. The Client shall notify GAIN LINE immediately if it becomes aware of any unauthorised use of the whole or any part of the GAIN LINE Software by any person. The Client will permit GAIN LINE to check the use of the GAIN LINE Software by the Client at reasonable times and for that purpose GAIN LINE, its employees and agents shall be entitled to enter any of the Client's premises.

11.12 Save to the extent and in the circumstances expressly permitted by law, the Client shall not alter, modify, adapt or translate the whole or any part of the GAIN LINE Software in any way whatever nor permit the whole or any part of the GAIN LINE Software to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things.

11.13 If the Client fails to pay any amount due under the Agreement on the due date for payment, GAIN LINE shall be entitled to suspend access to the GAIN LINE Software used by a Client, until such time as any due amounts have been paid.

12. OWNERSHIP

The Client's Property shall, at all times be and remain, as between the Client and GAIN LINE, the exclusive property of the Client.

13. TRADE MARK LICENCE

13.1 The Client grants GAIN LINE a non-exclusive, non-transferable, royalty-free licence for each Agreement for the Term to use, and permit its Subcontractors to use, the Trade Marks in the creation of the Deliverables, the performance of the Services in accordance with any Agreement and in marketing, publicity materials and award entries created by GAIN LINE.

13.2 GAIN LINE shall use the Trade Marks in accordance with any Client's Brand Guidelines. No Deliverables incorporating the Trade Marks shall be supplied to any person other than the Client or disposed of in any way other than as specified by the Client.

13.3 GAIN LINE acknowledges that it will not gain any right, title or interest in any Trade Marks or associated goodwill, which shall vest automatically in the Client and GAIN LINE shall not make any use of them except in accordance with the terms of an Agreement.

13.4 GAIN LINE shall include on all Deliverables all relevant acknowledgements of the Client's rights in and to the Trade Marks in the format set out in the Client's Brand Guidelines (or as otherwise notified to GAIN LINE by the Client from time to time).

14. CONFIDENTIALITY

14.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives after the date of this agreement in connection with GAIN LINE's provision of the Services, including but not limited to:

14.1.1 the existence and terms of any agreement;

14.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

14.1.2.1 the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

14.1.2.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

14.1.3 any information developed by the parties in the course of carrying out an agreement.

"Representatives" means, in relation to a party, its Personnel.

14.2 The provisions of this clause shall not apply to any Confidential Information that:

14.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

14.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

14.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

14.2.4 the parties agree in writing is not confidential or may be disclosed; or

14.2.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.

14.3 Each party shall keep the other party's Confidential Information confidential and shall not:

14.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or

14.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

14.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

14.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

14.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

14.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

14.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

14.7 On termination of all Agreements, each party shall:

14.7.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and

14.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

14.8 Except as expressly stated in any agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

14.9 The provisions of this clause 14 shall continue to apply after termination of each Agreement.

15. DATA PROTECTION/PCI/ECOMMERCE

15.1 If GAIN LINE acquires from the Client in the course of the provision of the Services, any personal data relating to any of the Personnel of the Client, client of the Client or any other individual (Client Personal Data), GAIN LINE shall:

15.1.1 only process the Client Personal Data in accordance with the instructions of the Client and at all times in accordance with the applicable Data Protection legislation and regulations in the United Kingdom (subject to any information or assurance provided by the Client);

15.1.2 not otherwise modify, amend or alter the contents of the Client Personal Data or disclose or permit the disclosure of any of the Client Personal Data to any third party unless specifically authorised in writing by the Client;

15.1.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data in accordance with the Client's requirements; and

15.1.4 provide reasonable evidence of GAIN LINE's compliance with its obligations under this clause 15.1 to the Client on reasonable notice and request.

15.2 GAIN LINE shall notify the Client within 5 Business Days if it receives a request from a data subject for access to any Client Personal Data or to exercise any other right. If GAIN LINE receives any complaint, notice or communication that relates directly or indirectly to the processing of any Client Personal Data or to either party's compliance with the Data Protection legislation, it shall immediately notify the Client and provide the Client with full co-operation and assistance in relation to that complaint, notice or communication.

15.3 At the Client's request, GAIN LINE shall provide the Client with a copy of all Client Personal Data held by it in the format and on the media reasonably specified by the Client.

15.4 GAIN LINE shall not transfer any Client Personal Data outside the European Economic Area without the prior written consent of the Client.

15.5 The Client shall ensure that it has all required permissions and authority for GAIN LINE to process personal data on its behalf lawfully and in compliance with the Data Protection legislation.

15.6 GAIN LINE may use a sub-processor to carry out any element of the Services.

15.7 It shall at all times remain the Client's responsibility for the activities of Third-Party Providers and to determine the appropriate levels of data security for Client Personal Data; and the Client shall indemnify GAIN LINE in full for any and all costs, claims, penalties or losses whatsoever as a result of GAIN LINE's use of a Third-Party Provider or compliance with any instructions of the Client in relation to the storage, security or protection of Client Personal Data.

15.8 In this clause 15, personal data, data subject and process shall have the meanings given to them in the Data Protection legislation.

15.9 It shall at all times be and remain the Client's responsibility to ensure that any website or Deliverable meets the required payment card industry standards (PCI requirements) and the requirement of any ecommerce or consumer legislation, regulation or other government or regulatory requirements.

15.10 The Services shall not include the provision of any advice on the compliance with or provide any updates on the PCI requirements or the legislative and regulatory requirements which apply to the Client in relation to its use of the Services.

16. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that it has the authority to enter into and perform this agreement and any Project Proposal without obtaining the consent of any third party.

17. LIMITATION OF LIABILITY

17.1 Nothing in an Agreement shall limit or exclude GAIN LINE's or the Client's liability for:

17.1.1 death or personal injury caused by its negligence, or the negligence of its Personnel or subcontractors (including, in the case of GAIN LINE, its Subcontractors);

17.1.2 fraud or fraudulent misrepresentation; or

17.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

17.1.4 any other liability which cannot be limited or excluded by applicable law.

17.2 Subject to clause 17.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this agreement including (but not limited to) loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; and loss of damage to goodwill.

17.3 Subject to clause 17.1 and clause 17.2, the Client's total liability to GAIN LINE, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 200 per cent of the Fees, Third-Party Fees and Expenses paid by the Client under this Agreement in the 12-month period before breach, excluding any indemnity provided.

17.4 Subject to clause 17.1 and clause 17.2, GAIN LINE's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the greater of 100 per cent of the Fees, Third-Party Fees and Expenses paid and payable by the Client under this Agreement in the 12-month period before breach.

18. INSURANCE

Any insurance requirements shall be set out in the Schedules.

19. TERMINATION

19.1 Without affecting any other right or remedy available to it, either party may terminate an Agreement with immediate effect by giving written notice to the other party if:

19.1.1 the other party commits a material breach of any term of that Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

19.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

19.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

19.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

19.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

19.1.6 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

19.1.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

19.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 30 days;

19.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.1.2 to clause 19.1.8 (inclusive);

19.1.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

19.1.11 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 this agreement has been placed in jeopardy.

19.2 Without limiting its other rights or remedies, GAIN LINE may terminate an Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

19.3 Without limiting its other rights or remedies, GAIN LINE may suspend provision of the Services under all Agreements or any other contract between the Client and GAIN LINE if the Client becomes subject to any of the events listed in clause 19.1.2 to clause 19.1.11 or GAIN LINE reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment or as specified in the Core Schedule.

19.4 The Client may, at any time cancel or otherwise not proceed with this Agreement. In such circumstances the Client will be liable for all of the Fees due pursuant to this Agreement as if the Work had been completed by PF unless specifically agreed to the contrary in the Schedule.

20. CONSEQUENCES OF TERMINATION

20.1 On expiry or termination of an agreement:

20.1.1 GAIN LINE shall immediately cease all further performance of the Services;

20.1.2 GAIN LINE shall immediately cease all further use of the Trade Marks, the Client's Property and any other Intellectual Property Rights of the Client (save in relation to their use in other Agreements and publicity and marketing materials and in award entries);

20.1.3 GAIN LINE shall be entitled to invoice the Client for all outstanding properly incurred Fees, Third-Party Fees and Expenses, which shall be payable by the Client in accordance with the provisions of clause 10. For the avoidance of doubt, the Client shall have no obligation to make any payment to GAIN LINE for services rendered after termination or expiry;

20.1.4 the Client shall pay to GAIN LINE any sums payable by GAIN LINE to any third party under any legally binding commitment relating to the provision of the Services that was entered into by GAIN LINE, before the date of expiry or termination, with the Client's consent.

20.1.5 each party shall return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

20.1.6 each party shall erase all the other party's Confidential Information from its computer systems (to the extent possible);

20.1.7 GAIN LINE shall deliver to the Client (or any third party specified by the Client), promptly, in accordance with the Client's instructions and at the Client's cost, all of the Client's Property, in its possession or control at the date of termination or expiry; and

20.1.8 GAIN LINE shall when expressly included as part of any the Services confirming the Fees which shall be paid for the same, co-operate with, and provide all assistance specified to, the Client and any third party nominated by the Client, as agreed to enable an orderly and efficient transfer of the performance of the Services (or part of them) to the Client or a third party (as applicable) without interruption or adverse effect. Where no agreement for transitional services is included as part of the Services the Client shall reimburse GAIN LINE with the reasonable costs actually incurred by GAIN LINE for services (including GAIN LINE's own costs including its profits) for any services required on termination of the Agreement or which GAIN LINE agrees to provide.

20.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

20.3 On termination or expiry of this agreement, the clauses required for the purposes of the rights of either party under an Agreement shall survive and in particular the following clauses shall continue in force: clause 1.1 to clause 1.10 (inclusive), clause 9, clauses 11 to 15, clause 17, clause 22 and clause 24 to clause 35.

20.4 The Client may, at any time cancel or otherwise not proceed with this Agreement. In such circumstances the Client will be liable for all of the Fees due pursuant to this Agreement as if the Work had been completed by PF unless specifically agreed to the contrary in the Schedule.

21. FORCE MAJEURE

Neither party shall be in breach of an Agreement nor liable for delay in performing, or failure to perform, any of its obligations under an Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with an Agreement shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 sent by e-mail to its nominated e-mail address in relation to the Services as notified by the parties to each other from time to time.

22.2 Any notice or communication shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

22.2.3 if sent by e-mail, at 9.00 am on the next Business Day after transmission.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. SEVERANCE

23.1 If any provision or part-provision of an Agreement 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 Agreement.

23.2 If any provision or part-provision of an Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. WAIVER

No failure or delay by a party to exercise any right or remedy provided under any Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. ENTIRE AGREEMENT

25.1 Each Agreement constitutes the entire agreement between the parties for the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party acknowledges that in entering into an 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 the Agreement.

25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not included in the Agreement.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26. VARIATION

No variation of an Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in any Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28. ANNOUNCEMENTS

28.1 No party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning these arrangements without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed) except that:

28.1.1 GAIN LINE may publicise the fact that it works as a creative agency for the Client, provided always that GAIN LINE first obtains the written approval of the Client to any written materials containing that publicity or to the contents of any oral publicity statements; and

28.1.2 either party may make an announcement which is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, always provided that the party required to make the announcement shall promptly notify the other parties. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

29. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to any Agreement.

30. COUNTERPARTS

30.1 Each Schedule 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.

30.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall, on request, provide the others with the original of such counterpart as soon as reasonably possible thereafter.

30.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

31. THIRD-PARTY RIGHTS

31.1 A person who is not a party to any Agreement shall not have any rights under that Agreement or any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of an Agreement.

31.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under any Agreement are not subject to the consent of any other person.

32. GOVERNING LAW

Each Agreement 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.

33. 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 an Agreement or its subject matter or formation (including non-contractual disputes or claims).

34. NON SOLICITATION OF STAFF

For the period of any Agreement and for the period of six months thereafter, without the prior written consent of GAIN LINE, the Client shall not actively solicit or entice away (or seek or attempt to entice away) from employment by GAIN LINE any person employed (or any person who has been so employed in the preceding six months) by GAIN LINE.

35. THIRD PARTY SERVICE PROVIDERS

35.1 GAIN LINE may use third party service providers for the provision of some elements of the Services and is permitted to do this under the terms of any Agreement.

35.2 Where a third party service provider is specified in a Service Schedule as the provider of an element of the Services the provision of those Services shall be subject to the terms under which the third party provides such Services to GAIN LINE. The Client shall benefit from the terms of the agreement under which those Services are provided to GAIN LINE and shall comply with any obligations to which GAIN LINE are subject but any rights shall be limited to those under the third party service provider's terms which shall take precedence over any Agreement between the parties.

36.2 GAIN LINE may use a number of tools and resources in the provision of Services, these may include reference materials, online reviews and artificial intelligence sources.