TERMS & CONDITIONS

1. Interpretation

1.1 Definitions
In these terms, unless the context otherwise requires, the expressions listed in below shall have the following meanings:

"Agreement" means the agreement comprising these terms and the Purchase Order to which they relate or are attached (and any documents annexed thereto);

'AI Technologies' means any artificial intelligence, machine learning, generative AI, large language models, neural networks, automated decision-making systems, or any other similar technologies or systems that use algorithms to generate content, make decisions, or perform tasks without direct human control or supervision;

'Business Day' means a day (other than a Saturday or a Sunday) on which banks in London are normally open for general business;

'Confidential Information' means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, equipment, services, developments, trade secrets, know-how, personnel, suppliers and customers (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above, the existence and terms of this Agreement and all information designated as confidential or which ought reasonably to be considered confidential;

'Customer' means a customer of Red Consultancy;

'Deliverables' means all deliverables specified in a Purchase Order and any and all ideas, concepts, products, drawings, photographs, reports, documents, specifications, artwork, software, interface, design, or other material developed, created, provided and delivered by or on behalf of the Supplier during the course of or arising out of the performance of the Services;

'Fee' means the fee identified in the Purchase Order that is payable by Red Consultancy in consideration for the provision to it of Goods and/or Services by the Supplier;

'Goods' means any goods agreed between the parties in writing and which may include (but are not limited to) the goods set out in the Purchase Order;

'Intellectual Property Rights' means copyright and related rights, trade marks and service marks, trade names and domain names, patents, rights to inventions, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, the "look and feel" of any websites, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, 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;

'Losses' means all claims, demands, actions, losses, damages, expenses, liabilities, judgments, awards, fines, sanctions, penalties, taxes plus any amounts paid in settlement and shall include, without limitation, reasonable professional fees;

'Purchase Order' means a purchase order issued to the Supplier by Red Consultancy under which Red Consultancy orders Goods and/or Services;

'Services' means any services agreed between the parties in writing and which may include (but are not limited to) the services set out in the Purchase Order;

'Supplier' means the supplier of Goods or Services to Red Consultancy;

'Red Consultancy' means The Red Consultancy Limited **(Co. No. 2913684) registered in England & Wales at First Floor, The Waterman, 151 Farringdon Road, London, England, EC1R 3DE, United Kingdom.**

1.2 Construction of certain references

In this Agreement where the context admits:
(A) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted;
(B) references to Clauses and Schedules are references to clauses and schedules of and to this Agreement;
(C) use of the singular includes the plural and vice versa;
(D) references to a person include an individual, a body corporate and an unincorporated association of persons;
(E) references to a party to this Agreement include references to the successors or assigns (immediate or otherwise) of that party; and
(F) general words introduced or followed by the word "other" "including" or "in particular" shall not be given restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

1.3 Headings
The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

2 Term

This Agreement shall commence on the date set out in the Purchase Order or (if none) on commencement of the Services or agreement to supply Goods and shall continue until satisfactory completion of the Services or delivery of the required Deliverables or Goods unless otherwise terminated in accordance with its terms.

3 Goods, Services and Deliverables

Each of the Services and Deliverables or Goods shall be as set out in the Purchase Order or as otherwise agreed between the parties.

4 Performance

4.1 In consideration of the payment of the Fee, the Supplier shall provide the Goods and/or Services and deliver the Deliverables in accordance with:
(A) the terms of this Agreement and the Purchase Order;
(B) the performance levels as may be set out under this Agreement;
(C) an expeditious manner using all due skill, diligence and care of a leading provider of services similar to the Services;
(D) best industry practice and standards;
(E) all applicable laws and in a manner which does not place the Red Consultancy in breach of any applicable laws; and
(F) a manner which does not or could not in any way bring Red Consultancy or any of its Customers into disrepute or otherwise damage the brand or reputation of Red Consultancy or any of its Customers.

4.2 The Supplier shall:
(A) act in willing co-operation with other suppliers appointed by Red Consultancy from time to time when performing its obligations under this Agreement, and avoid any conflict of interests;
(B) comply with all reasonable requests or directions issued by Red Consultancy in connection with the delivery of any Goods, Services and Deliverables;
(C) use all reasonable endeavours to obtain the best rates and terms and conditions available in the market at the relevant time;
(D) except as authorised by Red Consultancy in writing, not act in a way which will incur any liabilities on behalf of Red Consultancy;
(E) immediately inform and promptly credit Red Consultancy with any payment or refund received directly or indirectly in connection with monies provided or payable by or on behalf of Red Consultancy; hold all monies provided by Red Consultancy and/or paid or refunded to the Supplier on trust for Red Consultancy, including any funds returned or refunded by third parties, in a standalone account separate from its own funds for the benefit of and to the order of Red Consultancy and shall not use such funds otherwise than as directed by Red Consultancy, and not allow any form of charge, security, lien or other interest whatsoever over such funds;
(F) provide to Red Consultancy the benefit of all commissions, discounts and rebates derived from the handling by the Supplier of the accounts under this Agreement; and
(G) where applicable, negotiate to obtain the best possible discounts against published rates for advertising in all media. Whatever commission is allowed by media, the media charge passed on by the Supplier to Red Consultancy will be no more than is required to give the Supplier the applicable commission.

4.3 The Supplier acts in respect of all its contracts as a principal at law.

4.4 Risk of damage to or loss of physical goods shall pass to Red Consultancy upon delivery to Red Consultancy.

4.5 Without prejudice to any right of rejection which may accrue to Red Consultancy under this Agreement, and subject to the terms of this Agreement, the title in physical goods supplied to Red Consultancy shall pass to Red Consultancy upon delivery.

5 Delays and non-performance

Delays

5.1 Where the Supplier fails to meet a delivery date for Goods, Services or Deliverables as set out in the Purchase Order or otherwise agreed, Red Consultancy may (without prejudice to its other rights or remedies):
(A) cancel the order for the relevant Goods, Services and/or Deliverables; and/or
(B) recover from the Supplier any sums paid in advance for the delayed Goods, Services and/or Deliverables and terminate the Agreement.

5.2 The Supplier acknowledges and agrees that Red Consultancy shall be entitled to recover sums due pursuant to Clause 5.1 by reduction, withholding or set-off against any sums payable by Red Consultancy under this Agreement, provided that if these sums are insufficient to satisfy the Supplier's liability under Clause 5.1, the Supplier shall promptly pay the balance of that liability within 20 (twenty) Business Days of the date of Red Consultancy's written notice to the Supplier requiring the same.

Non-performance

5.3 If any Goods or Deliverables are not supplied, or any Services are not performed, in accordance with this Agreement, then (without prejudice to its other rights or remedies), Red Consultancy shall be entitled at Red Consultancy's sole option to do any or all of the following:
(A) have the Services re-performed or Goods and/or Deliverables replaced to the extent of any such deficiency by an appropriately qualified third party at the Supplier's expense;
(B) accept the Supplier's breach and terminate this Agreement and the Supplier shall repay Red Consultancy any sums paid for the terminated Services, Goods and/or Deliverables;
(C) stipulate a new date for replacing the Goods and/or Deliverables and/or re-performing the Services;
(D) accept the failed Services, Goods and/or Deliverables subject to a reduction of the Fee, such reduction to be an amount that is reasonable taking into account the circumstances;
(E) reject the failed Services Goods and/or Deliverables and the Supplier shall promptly refund to Red Consultancy such part of the Fee as may have been paid by Red Consultancy as at that date;
(F) recover from the Supplier damages for any Losses suffered by Red Consultancy.

6 Approval and acceptance

6.1 The Services, Goods and Deliverables shall be subject to the approval of Red Consultancy, such approval not to be unreasonably withheld.

7 Warranties

7.1 The Supplier represents, warrants and undertakes to Red Consultancy that the Services, Goods and Deliverables will:
(A) be of satisfactory quality and fit for purpose;
(B) comply with this Agreement, any reasonable Red Consultancy requirements and all applicable law;
(C) prior to delivery to Red Consultancy, be screened using up-to-date virus checking software for viruses, trojan horses or similar destructive, disruptive or nuisance programs and the Supplier will not knowingly introduce to any equipment or system of Red Consultancy any computer viruses, trojan horses or similar destructive, disruptive or nuisance programs nor cause damage of any kind to such equipment or system.

7.2 The Supplier represents, warrants and undertakes to Red Consultancy that:
(A) it will comply with all applicable laws, regulations and codes applicable to the Goods, Services and Deliverables (including any advertising regulations issued, made or given by any advertising regulator in the UK, such as, but not limited to the Advertising Standards Authority BCAP and CAP codes and Ofcom codes) and it will not cause Red Consultancy to be in breach of the same;
(B) the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such standard of quality as it is reasonable for Red Consultancy to expect from a competent supplier;
(C) it has the knowledge, ability and expertise to carry out and perform all the obligations, duties and responsibilities set out in this Agreement and acknowledges that Red Consultancy relies on the Supplier's knowledge, ability and expertise in the performance of its obligations under this Agreement;
(D) neither the design, manufacture, supply, installation nor use of the Goods, Services or Deliverables will constitute an infringement of any third party Intellectual Property Rights enforceable against Red Consultancy or its Customers. In addition the Supplier shall, prior to delivery of the Deliverables to Red Consultancy, ensure that it has secured the necessary licences, releases or permissions (as applicable), in order for Red Consultancy to use the Deliverables, in accordance with the provisions of this Agreement;
(E) there will be no mortgages, charges, liens, security interests or other encumbrances and/or obligations over or affecting the Goods, Services or Deliverables, except as disclosed to and agreed in writing with Red Consultancy; and
(F) (notwithstanding and without prejudice to any other provision of this Agreement) it shall not, and shall procure that none of its employees, agents or contractors shall, at any time publicise (whether on social media or otherwise) any of the Services that it has performed for, or Goods that it has delivered to, Red Consultancy or any of its Customers, or any of the Deliverables it has provided to Red Consultancy or any of its Customers, without the prior written consent of Red Consultancy.

8 Charges and payment

8.1 The Supplier shall invoice Red Consultancy for the supply of the applicable Services, Goods or Deliverables following delivery of the same to Red Consultancy.

8.2 In consideration of the Supplier's supply of the applicable Services, Goods or Deliverables in accordance with the terms of this Agreement, Red Consultancy will pay the Supplier the Fee within sixty (60) days from the date of receipt of the invoice PROVIDED ALWAYS THAT, the invoice is issued and delivered to Red Consultancy by no later than 3 months' after the Supplier's supply

of the relevant Services, Goods and Deliverables and, where Red Consultancy is purchasing Services/Goods/Deliverables on behalf of or for the benefit of a Customer, provided further that Red Consultancy has been put in funds by the said Customer to pay the said Fee. If the Supplier fails to issue an invoice within the 3 month period stated in this clause 8.2, it is deemed to have waived its right to do so after this time.

8.3 Payment of any invoices by Red Consultancy will not be deemed approval or acceptance by Red Consultancy of any Services, Goods or Deliverables in respect of which the invoice is issued and such payment is without prejudice to Red Consultancy's rights and remedies under this Agreement or at law or in equity in respect of any failure or delay on the part of the Supplier to perform its obligations.

8.4 Notwithstanding the above provisions, Red Consultancy has the right to withhold disputed charges and therefore shall not be subject to any interest on the outstanding disputed amount.

9 Confidentiality

9.1 Subject to Clauses 9.2 and 9.3, each party will and shall procure that its directors, officers, employees and affiliates will treat as confidential all Confidential Information and will not disclose such Confidential Information to any third party.

9.2 The provisions of Clause 9.1 shall not apply to any information which:
- (A) the disclosing party agrees in writing may be disclosed;
- (B) is already in the possession of the recipient party prior to its receipt provided the recipient party is not bound by any existing obligation of confidentiality in respect of such information;
- (C) can be shown by documentary evidence to have been created by one party to this Agreement independently from its obligations under this Agreement;
- (D) is in the public domain other than by default of the recipient party;
- (E) is obtained by the recipient party from a bona fide third party having free right of disposal of such information and without breach by the recipient party;
- (F) is properly disclosed as required by law, court order or other authority of competent jurisdiction or pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a Stock Exchange.

9.3 Each party which receives Confidential Information from the other party shall only use it for the purpose of performing its obligations and asserting its rights under this Agreement.

9.4 Confidential Information received by a party pursuant to this Agreement may be disclosed to professional advisers, auditors, bankers, agents and sub-contractors of the parties on a need to know basis provided that each party does so on terms protecting the information substantially the same as the terms of this Clause 9.

9.5 The provisions of this Clause 9 shall survive termination of this Agreement for any reason.

10 Data Protection

10.1 **Each party acknowledges that it is a controller of the personal data of the other party's employees that have been disclosed to it for the purposes of performing this Agreement. Each party warrants to the other that it shall comply with all of the obligations imposed on a controller under applicable Data Protection legislation (including without limitation the Data Protection Act 2018), in respect of such personal data. Without limitation to the foregoing, Red Consultancy processes personal data in accordance with its privacy policy which is available at https://grayling.com/privacy-policy/. Where the Supplier processes any other personal data received by it from Red Consultancy or on Red Consultancy's behalf (including without limitation personal data of any Customer), the parties shall enter into a separate data processing addendum to govern the terms of such processing (and any such addendum shall be deemed incorporated into, and shall form part of, this Agreement).**

11 Intellectual Property Rights

11.1 **Subject to Clauses 11.2 to 11.6, the Supplier acknowledges and agrees that the Intellectual Property Rights in the Deliverables shall immediately upon creation vest in and shall be owned by and shall be the exclusive property of Red Consultancy, and the Supplier hereby assigns to Red Consultancy by way of present and future assignment all Intellectual Property Rights in the Deliverables with full title guarantee throughout the world free of all encumbrances.**

11.2 The Supplier shall retain ownership of all Intellectual Property Rights owned by the Supplier in materials in existence prior to the commencement of this Agreement and which were created independently of the Services ("Supplier Materials"). To the extent that part or all of such material forms a part of a Deliverable, upon delivery of the Deliverable the Supplier hereby grants Red Consultancy (and any third parties authorised by Red Consultancy, including its Customer) a perpetual, irrevocable, non-exclusive, transferable, royalty-free, worldwide licence to use, copy and modify such Supplier Materials for such purposes as Red Consultancy or any third party authorised by Red Consultancy may require and permit them to use the Supplier Materials to the extent reasonably necessary for the performance of such services.

11.3 The relevant third party owner shall retain ownership of all Intellectual Property Rights in the Deliverables which are owned by a third party ("Third Party Materials"). If and to the extent that any Deliverable comprises Third Party Materials, the Supplier undertakes to advise Red Consultancy of its intention to use Third Party Materials and the terms of any usage restrictions applicable to such Third Party Materials in advance of such use. The Supplier shall then procure for Red Consultancy a perpetual, irrevocable, non-exclusive, transferable, royalty-free, worldwide licence to use, copy and modify such materials. Red Consultancy undertakes to comply with any usage restrictions applicable to the Third Party Materials previously notified to and agreed by Red Consultancy as may be set out in a Purchase Order, or as otherwise notified by the Supplier and agreed by Red Consultancy in writing.

11.4 The Supplier acknowledges and agrees that all Intellectual Property Rights of Red Consultancy and its licensors subsisting on commencement of this Agreement, and any such rights in all information and materials supplied by or on behalf of Red Consultancy to the Supplier, shall remain vested in Red Consultancy or its licensors and that, no licence is granted and no transfer, assignment or licence of rights shall be deemed to have arisen or implied in any Intellectual Property Rights of Red Consultancy or its licensors.

11.5 The Supplier hereby waives all moral rights in the Deliverables in so far as they relate to the Supplier and confirms that it has obtained all waivers of moral rights in the Deliverables from any agent or subcontractor or other third party, and has obtained consents from any agent or subcontractor or other third party necessary to comply with its obligations hereunder.

11.6 Where the Intellectual Property Rights in a Deliverable are assigned to Red Consultancy under the provisions of this Clause 11 then, to the extent that such Deliverables comprise of software, the Supplier agrees that the source code related to that part of the Deliverable assigned and any accompanying technical documentation related to that part of the Deliverable shall vest in and be the exclusive property of Red Consultancy.

12 Intellectual Property Rights indemnity

12.1 The Supplier shall indemnify Red Consultancy and any Red Consultancy Customer (and their respective employees, officers, and directors) from and against all Losses arising out of or incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights of any kind whatsoever by the use or possession of the Goods or Deliverables or performance or receipt of the Services.

12.2 Red Consultancy shall be entitled at its option to conduct and/or settle all negotiations and litigation as it sees fit.

12.3 Notwithstanding Clause 12.1, if at any time any allegation of infringement of third party Intellectual Property Rights is made in respect of the Goods, Deliverables and/or the Services or in the Supplier's reasonable opinion is likely to be made, the Supplier may at its own expense:
- (A) modify or replace the affected Goods, Deliverables and/or Services without in any way affecting the quality, performance or functionality of them, so as to avoid the infringement; and making good to Red Consultancy any Losses suffered by Red Consultancy during modification or replacement, so as to avoid the infringement; or
- (B) procure for Red Consultancy the right to retain and continue to use the Goods, Deliverables and/or Services.

12.4 If the Supplier does not exercise any of the options set out in Clause 12.3 within 20 (twenty) Business Days of the date it receives notice of any such allegation, or such other time period agreed by the parties then, without prejudice to any other rights or remedies Red Consultancy may have hereunder or at law, Red Consultancy shall be entitled, to:
- (A) procure for itself the right to retain and continue to use the Goods, Deliverables and/or Services, and any incremental costs incurred by Red Consultancy which would not have been incurred had the affected Goods, Deliverables and/or Services been properly licensed by the Supplier, shall be borne by the Supplier; or
- (B) procure for the Supplier the right to continue to perform the Services for Red Consultancy, and any incremental costs incurred by Red Consultancy which would not have been incurred had the affected Deliverables been properly licensed by the Supplier shall be borne by the Supplier.

13 Termination

13.1 Without prejudice to any other rights or remedies, Red Consultancy may, by written notice to the Supplier, terminate this Agreement with immediate effect on the happening of any of the following events:
- (A) the Supplier commits a breach of this Agreement which is (in the opinion of Red Consultancy) incapable of remedy or, if the breach is in Red Consultancy's opinion capable of remedy, the Supplier fails to remedy the breach within 48 hours after receiving written notice from Red Consultancy requiring it to remedy the breach;
- (B) in the circumstances set out in Clause 5.3(B) or Clause 21.3(B);
- (C) the Supplier suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986; suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; commences negotiations in relation to, or enters into, any arrangement, compromise or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); and/or a petition is presented on bona fide grounds, or a resolution is passed, or a non-vexatious order is made, for the winding up or provisional winding up of the Supplier, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that Supplier; a receiver, administrative receiver, administrator or any similar officer is appointed in respect of the Supplier, or any step is taken towards the appointment of any such officer; and/or
- (D) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Clause 13.1.

Red Consultancy may, by written notice to the Supplier, terminate this Agreement with immediate effect if an act or omission of the Supplier damages or risks damaging (in the opinion of Red Consultancy) the reputation of Red Consultancy or its Customer, or any goodwill in any brand or trading name of Red Consultancy or its Customer.

13.2 Red Consultancy may, without any liability or obligation on its part, terminate this Agreement at any time by giving one (1) day's written notice to the Supplier.

14 Consequences of Termination

14.1 Upon termination or expiry of this Agreement all rights and obligations of the parties under the Agreement shall immediately cease to have effect except that expiry or termination shall not affect:
- (A) the accrued rights and obligations of the parties at the date of expiry or termination; and
- (B) the coming into force or the continuation in force of any provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after such expiry or termination, and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

14.2 Promptly following expiry or termination of this Agreement the Supplier shall:
- (A) return to Red Consultancy any of Red Consultancy's materials and documents provided by Red Consultancy or created from information supplied by Red Consultancy, including any copies thereof, or, upon Red Consultancy's instructions destroy the same; and
- (B) at Red Consultancy's option, deliver up or destroy all work in progress at the time of termination or expiry and any and all Deliverables and other items in the Supplier's possession or control relating to this Agreement, including all copies thereof.

14.3 Notwithstanding termination of this Agreement for whatever reason, Clauses 4, 5, 6, 9, 10, 11, 12, 15 shall continue to apply in accordance with their terms.

15 Limitation of Liability

15.1 **Nothing in this Agreement shall exclude or be deemed to exclude any liability of either party that cannot be lawfully excluded.**

15.2 Without prejudice to any of Red Consultancy's rights of recovery against the Supplier, the following types of losses are recoverable from the Supplier:
- (A) additional administrative and operational costs and expenses;
- (B) expenditure or charges rendered unnecessary;
- (C) costs of procuring replacement Goods or Services;
- (D) loss or corruption of data including costs or rectification of the data (including but not limited to, inputting and re-creating the data);
- (E) any fines and penalties;
- (F) damage to Red Consultancy's reputation (including but not limited to, public relations costs of repairing such damage) or that of its Customer; and
- (G) loss of profits (whether direct or indirect) incurred by any third party and claimed against Red Consultancy.

15.3 The Supplier agrees to indemnify and hold harmless Red Consultancy (and its employees, officers, and directors) in full against all Losses incurred or paid by Red Consultancy as a result of or in connection with any breach of any provision of this Agreement or any negligent act or omission of the Supplier or its employees, agents or sub-contractors.

15.4 **Subject to clause 15.1 and 15.5, the total liability of Red Consultancy to the Supplier in respect of any losses arising under or in connection with the Agreement, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the value of the** fees payable by Red Consultancy under this Agreement.

15.5 Subject always to the provisions of Clause 15.1, Red Consultancy shall not be liable under or in connection with this Agreement **whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise** for any type of special, incidental, indirect or consequential loss or for any loss of profit (whether direct or indirect) or anticipated savings even if such loss was reasonably foreseeable or they had been advised of the possibility of the other party incurring the same.

15.6 Where the Supplier is required to indemnify Red Consultancy pursuant to any provision of this Agreement, then save only to the extent set out otherwise in the Agreement, Red Consultancy shall:
- (A) promptly notify the Supplier in writing of the existence of and in reasonable detail, the facts of any claim or allegations of claim of which it has notice as soon as reasonably practicable after its receipt of such claim, and will not make any admissions nor compromise any such claim without the Supplier's written consent;
- (B) at the Supplier's request and expense allow the Supplier the sole right to conduct and/or settle all negotiations and litigation resulting from such claim; and
- (C) at the request of the Supplier, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by the Supplier for any reasonable costs in so doing.

The availability of an indemnity under this Agreement shall be without prejudice to each party's rights and remedies arising other than in accordance with such indemnity.

15.7 The Supplier shall procure such insurance cover in respect of its activities pursuant to this Agreement as shall be reasonably required to adequately insure against all of its potential liabilities under this Agreement, and shall on request disclose details of the same to Red Consultancy with receipts for payment of the most recent premium.

16 Bribery Act 2010 compliance and indemnity

The Supplier shall comply and shall procure that its directors, officers, agents and sub-contractors comply with the Bribery Act 2010 and all applicable anti-bribery and corruption

statutes and regulations. The Supplier shall fully indemnify Red Consultancy on demand in respect of any loss, damage, expense or penalty arising out of any breach of this obligation.

17 Assignment and subcontracting

The Supplier may neither assign licence sub-licence, transfer mortgage charge pledge nor sublet the agreement nor any of its rights or obligations under the agreement nor purport to do any such things.

18 Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Purchase Order (or such other address in England as the recipient may designate by notice given in accordance with the provision of this clause)and also (if the recipient is a limited company incorporated in England and Wales) the registered office for the time being of the recipient, any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered if by first class post 48 hours after posting.

20 Entire agreement

20.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

20.2 Each party acknowledges that it has not been induced to enter into this Agreement by any representation (whether negligent or innocent), statement or warranty other than those expressly contained in this Agreement and, having negotiated and freely entered into this Agreement, agrees that the only remedy in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement, except in the case of fraud.

20.3 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.

21 Artificial Intelligence Restriction

21.1 The Supplier shall not use, deploy, or incorporate any AI Technologies in the provision of any Goods or Services under this Agreement or on behalf of Red Consultancy or its clients without the prior written consent of Red Consultancy's Chief Executive Officer or Finance Director.

21.2 For the avoidance of doubt, this restriction applies to all AI Technologies whether developed by the Supplier, licensed from third parties, or otherwise accessed or utilised in connection with the performance of this Agreement.

21.3 The Supplier acknowledges and agrees that any breach of this AI restriction shall:

(A) constitute a material breach of this Agreement;

(B) entitle Red Consultancy to terminate this Agreement immediately without notice; and

(C) render the Supplier liable for all Losses (including but not limited to direct, indirect, consequential, and special losses, loss of profits, loss of reputation, regulatory fines and penalties, legal costs, and all other damages, costs, and expenses) suffered or incurred by Red Consultancy, its affiliates, or its clients arising from or in connection with such breach, regardless of whether such losses were foreseeable; and

(D) require the Supplier to indemnify and hold harmless Red Consultancy and its clients against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from the unauthorised use of AI Technologies.

21.4 The Supplier shall maintain adequate records to demonstrate compliance with this AI restriction and shall provide such records to Red Consultancy upon request. The Supplier shall immediately notify Red Consultancy in writing if it becomes aware of any actual or suspected breach of this AI restriction.

22 General

Save only as expressly set out herein, this Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

Subject to the specific exclusions and limitations and express provisions to the contrary set out in this Agreement, the rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in the Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty within the Agreement.

No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

At any time after the date hereof each of the parties shall, at the request and cost of another party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Agreement, subject to any express restrictions in this Agreement on the extent of either party's obligations under this Agreement.

Invalidity

If any provision of this Agreement is held by any court or competent authority to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

In these circumstances, the parties shall meet to discuss the affected provision and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.

Relationship of the parties

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose except as expressly provided.

Subject to any express provisions to the contrary in this Agreement, the Supplier shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of Red Consultancy or bind Red Consultancy in any way.

23 Governing law and jurisdiction

23.1 English law

This Agreement and any non-contractual obligations arising from or connected with it shall be governed by English law and this Agreement shall be construed in accordance with English law.

23.2 Jurisdiction

Each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.