

INTRODUCTION

These General Terms and Conditions of 7P UK Ltd for Subcontractors - hereinafter referred to as "**GTC**" - shall apply to all contracts based on which the contractual partner - hereinafter referred to as "**Subcontractor**" - performs deliveries and/or provides services - hereinafter jointly referred to as "**Services**" - as subcontractor to 7P UK Ltd or to another company of 7P Group as ordering party - the respective contracting 7P Group company hereinafter referred to as "**Client**" - as part of projects for customers of Client or of another 7P Group company - these customers hereinafter referred to as "**End Customers**".

1. SCOPE, NO VALIDITY OF OTHER TERMS OF BUSINESS

1.1 These GTC and the agreed individual contracts - hereinafter referred to as "**Individual Contracts**" - shall apply exclusively. Differing terms of Subcontractor shall not become a part of the contract even if Client does not expressly reject their inclusion.

Any reference to the general terms and conditions of Subcontractor is herewith expressly not accepted.

1.2 A renewed reference to the validity of these GTC when agreeing on future Individual Contracts is not required.

2. AMENDMENTS OF THE GENERAL TERMS AND CONDITIONS

2.1 Client shall be entitled to amend the GTC even during existing contractual relationships, by complying with the procedure set out below.

2.2 Client shall notify Subcontractor of any changes to the GTC at least 30 days prior to the date the amendment is scheduled to come into force. Subcontractor may object to these changes in writing within a period of 30 days from receipt of the notification. In the absence of any opposition and if Subcontractor continues to provide Services on expiry of the period for filing any objection, the amendments shall be deemed effectively agreed upon for all Services rendered from the time the set period expires.

2.3 Client shall make reference to the aforementioned set period in the notification as well as to the legal implications of its passing in the event the opportunity to object is not taken.

3. SUBJECT MATTER AND SCOPE OF SERVICES

3.1 The parties shall generally agree upon the subject matter and scope of Services to be rendered by Subcontractor in Individual Contracts, which also settle the commercial details and any other individual aspects. In the event of any inconsistencies, the relevant Individual Contract shall prevail over the GTC.

3.2 In addition to the relevant Individual Contract and to these GTC, the subject matter and scope of the Services to be rendered by Subcontractor shall be determined by the agreements between Client and the End Customer, provided such agreements have been brought to the attention of Subcontractor, who has not objected to their application.

3.3 Subcontractor shall not be committed to enter into Individual Contracts.

3.4 The parties agree that the subject matter and/or the scope of Services agreed upon may have to be adapted to be in line with amended conditions of the End Customer project. In such cases, both parties shall, to the best of their ability, endeavour to flexibly negotiate and amicably agree on such adaptations.

4. PROVISION OF SERVICES AND QUALITY OF PERFORMANCE

4.1 Subcontractor shall render the Services independently and at its own responsibility. Subcontractor may freely decide the time and place to render the Services. Neither Client nor End Customer shall be entitled to issue instructions.

4.2 Agreed performance due dates and/or delivery dates and implementation deadlines in respect of the Services provided by Subcontractor shall be binding, unless these have expressly been designated as non-binding, and time shall be of the essence of Subcontractor's performance.

4.3 Subcontractor shall render the Services using its own equipment.

4.4 Subcontractor shall render the Services expertly and according to the relevant state-of-the-art technology.

4.5 If it is evident to Subcontractor that performance targets and/or information (such as the performance specifications, due dates or implementation deadlines and/or calculated costs or project costing) from Client or the End Customer are, from Subcontractor's perspective, deficient, incomplete or unclear or cannot be objectively realized or adhered to, Subcontractor shall immediately notify Client in writing thereof as well as of the possible related consequences from Subcontractor's perspective.

4.6 If it is evident to Subcontractor that it cannot adhere to committed performance due dates, delivery dates, implementation deadlines and/or any calculated cost framework, Subcontractor shall immediately notify Client thereof, including the reasons. In the event Subcontractor fails to comply with this obligation, Subcontractor shall not be allowed to later cite that the delay or exceeding the costs was not its responsibility.

4.7 Subcontractor shall notify Client without delay if its employees or any third party appointed by Subcontractor (its "**Representatives**") and/or Subcontractor itself are unable to fulfil their contractual obligations to Client for good cause. Subcontractor's obligation to provide the agreed Services shall remain unaffected.

4.8 Subcontractor shall not be entitled to enter into negotiations with the End Customer of Client about the scope of the assignment, remuneration or any other contractual aspects or to accept remuneration and/or other payments that arise from or are related to the contractual relationship between Client and the End Customer.

4.9 Subcontractor shall inform Client's project manager to the extent customary with project-related work, however in the event of unforeseen events immediately, about the status of the service provision and about the relevant remaining tasks.

4.10 Subcontractor shall immediately notify Client in writing or by email of any requests and/or complaints by the End Customer, in particular of complaints with respect to Subcontractor's Services.

4.11 Subcontractor, in so far as reasonable, shall observe and comply with the guidelines of the End Customer (e.g., development or safety guidelines), while rendering the Services, provided Subcontractor has been made aware of such guidelines by Client or by the End Customer and Subcontractor has not objected to these for justified reasons.

4.12 When providing Services in facilities of the End Customer, Subcontractor shall require its employees and Representatives appointed to exercise caution and to handle the property of the End Customer with care, and to also be equally diligent itself.

4.13 Subcontractor shall have a written contract in place with all of its employees and Representatives to ensure that it can fulfil all of its obligations under each Individual Contract and these GTC including, without limitation, clause 9 and clause 10.

4.14 Subcontractor may work on behalf of other clients, unless Subcontractor thereby infringes the contractual agreements entered into with Client.

5. APPOINTMENT OF THIRD PARTIES FOR THE PROVISION OF SERVICES

5.1 Subcontractor may appoint freelancers and other third parties as its Representative for the provision of Services only upon prior written consent of Client. Client shall not refuse such consent without any material reason.

5.2 Even in the event of relevant consent given by Client, Subcontractor shall remain the sole contracting party of Client. The appointment of the Representative shall not affect Subcontractor's contractual obligations. Subcontractor shall remain fully responsible for the appointment and service provision of the Representatives and has the sole functional authority over said Representatives.

5.3 Where an employee or Representative of Subcontractor has to be replaced by another for the provision of Services, Subcontractor alone shall determine the selection, but subject to clause 5.1 and the requirements of Client shall, however, be taken into consideration as far as Subcontractor is able to and can be reasonably expected to do so. Client shall not

remunerate any training or familiarizing of replaced employees or Representatives.

6. ACCEPTANCE OF DELIVERABLES, DOCUMENTATION REQUIREMENTS

- 6.1 Where deliverables are created which can be protected by copyright or other Intellectual Property Rights (as defined in clause 9.2) (e.g., software or documentation), Subcontractor shall in each case immediately notify Client of their completion in writing or by email.
- 6.2 Client shall inspect the deliverables of which Client has been notified within a reasonable period of time and, in case of approval, shall declare their acceptance. The declaration of acceptance by Client shall still be required even where Client has the inspection performed by the End Customer.
- 6.3 By performing the acceptance procedure, Client also complies with its duties, if any, of commercial examination and complaints. In such instances, Client shall not be committed to a further examination of Subcontractor's Services and deliverables. Client shall, however, complain to Subcontractor within a reasonable period of time about any defects that become apparent after acceptance.
- 6.4 Where the provision of documentation has been agreed, such documentation shall, in the absence of any other provision in the Individual Contract, contain all details of the consultancy service and in particular with regard to the agreed subject of consultancy, a complete recording and discussion of all bases of decisions, which the End Customer requires in order to possibly make decisions regarding implementation. The documentation is to be provided in writing and by email in an electronically editable standard format.
- 6.5 Payment of agreed remuneration, use of deliverables for the purpose of tests and/or productive use of deliverables shall not represent acceptance. Unless otherwise stated by Client in writing, the signing of activity reports by Client and/or the End Customer shall not represent acceptance of deliverables, either.

7. REMUNERATION

- 7.1 Subcontractor shall be entitled to the remuneration agreed in the Individual Contract. The Services provided by Subcontractor under the Individual Contract shall be fully compensated with the agreed remuneration, including all agreed rights granted.
- 7.2 Where remuneration on a time and material basis (hourly or daily rates) has been agreed in the Individual Contract, remuneration shall be based on the time actually spent and shall be payable monthly in arrears. Agreed daily rates shall apply on the basis of 8 hours per day, whereby a maximum of one daily rate may be billed per calendar day. In the case of less than 8 hours per day, the daily rate shall be paid pro rata temporis.
- 7.3 Any total expenditure listed in the Individual Contract or otherwise shall be deemed to be a non-binding calculation unless it has expressly been designated as binding. Subcontractor shall not be entitled to be compensated for a total expenditure calculated on such a non-binding basis. The invoicing basis for the compensation shall be governed exclusively by the actual work performed.
- 7.4 Unless expressly agreed otherwise, Subcontractor shall issue its invoices on the basis of activity reports, which, unless otherwise agreed in the Individual Contract, must contain at least the following information:
- Place, time, duration and description of the relevant service provision;
 - Name of the individuals entrusted with the provision of Services by Subcontractor (unless Subcontractor renders the Services itself);
 - Approval of activities through signature of Client or the End Customer.

By signing the activity reports, Client or the End Customer solely confirm receipt and acknowledgement. This shall not express an examination in terms of content and/or approval of Services.

The activity reports are to be included with the respective invoices.

- 7.5 Remuneration shall be billed plus the relevant prevailing statutory rate of VAT.
- 7.6 Subcontractor shall notify Client without delay of any arrangements made by Subcontractor with the End Customer with regard to the provision of Services. Such arrangements shall be valid in relation to Client only if Client has expressly given its consent in this respect either in writing or by email.
- 7.7 Client shall pay invoices submitted as agreed upon for Services not disputed by Client and the End Customer within a period of 60 calendar days following receipt of the relevant invoice.
- 7.8 Client shall be entitled to retain the remuneration for Subcontractor until Subcontractor has handed over a signed copy of the Individual Contract to Client.
- 7.9 Travel times, travel expenses and out-of-pocket expenses shall not be remunerated separately or reimbursed, unless expressly agreed otherwise in the Individual Contract.
- 7.10 Subcontractor shall assume full responsibility for its health insurance, pension scheme, employer's liability insurance, professional indemnity insurance, public liability insurance and similar policies as well as payment of taxes for its fees.

8. LIABILITY FOR DEFECTS

- 8.1 Subcontractor shall warrant that the deliverables generated by itself, its employees and/or its Representatives are free from material defects and any encumbrance. Any defects identified by Subcontractor and/or defects notified to Subcontractor by Client or the End Customer shall be rectified without undue delay by Subcontractor through elimination of the defect or redelivery ('subsequent fulfilment').
- 8.2 In the event Subcontractor does not perform the subsequent fulfilment without undue delay, but latest within a reasonable period of time of generally no more than five working days or if the subsequent fulfilment ends in failure, Client shall be entitled to an appropriate reduction or, if preferred, to rescind or terminate the Individual Contract with regard to the relevant deliverable. In the event the defect has significant effects on the Service provision under the Individual Contract, Client shall also have the option to rescind or terminate the entire Individual Contract.
- 8.3 The foregoing provisions shall apply equally to defective Services.
- 8.4 The remedies in this clause 8 are without prejudice to any other rights or remedies that Client may have and which shall remain unaffected.

9. RIGHTS OF USE AND EXPLOITATION

- 9.1 Client alone shall be entitled to all deliverables generated under the relevant Individual Contract, regardless of the way they were generated or in which form they are embodied, and all existing and future deliverables and title to them shall herewith be fully assigned to Client by Subcontractor; Client herewith accepts this assignment.
- 9.2 Where deliverables are generated in connection with the performance of an Individual Contract, which contain or can be protected by any "Intellectual Property Rights" (meaning patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world), Subcontractor herewith assigns absolutely to Client free from all encumbrance all existing and future Intellectual Property Rights in such deliverables and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under these GTC or the Individual Contract, Subcontractor holds legal title in these rights on trust for Client.

The assignment above includes all rights in relation to the deliverables including, in particular (but without limitation), the rights:

- to reproduce and distribute the deliverables in all visual and other forms of presentation;
 - to any other form of exploitation, in particular marketing, public demonstration as well as other forms of presentation and reproduction, including in parts or excerpts;
 - to use the deliverables in all forms of publication and distribution, including computerization as data and inclusion in computer programmes, assimilation in internal and external databases or data networks and/or to hold ready for use on web sites as well as for recording, transfer and playback through picture or sound storage media as well as through other visual or audio-visual media under all technical procedures, including future developments, in particular on the internet and other data networks;
 - to link the deliverables with other works and services (right of processing and connection);
 - to use the deliverables solely in parts or excerpts;
 - to redesign, modify, rearrange, reverse engineer and edit the deliverables and to transfer the deliverables into other forms of invention;
 - to transfer the rights granted in whole or in part to a third party (in particular, but without limitation, to the End Customer) and to issue licences limited and/or unlimited in terms of time and content, if required multiples thereof; and
 - to deal with the documentation in an appropriate way.
- 9.3 Subcontractor him/herself shall be entitled to use the deliverables only in as far and as long as necessary for the contractual performance of the Individual Contract.
- 9.4 Where programming services are the subject matter of a particular Individual Contract, the above provisions shall also apply to rights of use and exploitation to the programming services. Generated source code, if any, must be surrendered to Client.
- 9.5 Subcontractor warrants that it has obtained from all employees and Representatives a written and valid assignment of all existing and future Intellectual Property Rights in the deliverables and of all materials embodying such rights and a written irrevocable waiver of all individuals' statutory moral rights in the deliverables, to the fullest extent permissible by law, and that the employees and Representatives have agreed to hold on trust for Subcontractor any such rights in which the legal title has not passed (or will not pass) to Subcontractor. Subcontractor agrees to provide to Client a copy of these assignments at any time upon request.
- 9.6 Subcontractor warrants that:
- it has not given and will not give permission to any third party to use any of the deliverables, nor any of the Intellectual Property Rights in the deliverables;
 - it is unaware of any use by any third party of any of the deliverables or Intellectual Property Rights in the deliverables;
 - the use of the deliverables or the Intellectual Property Rights in the deliverables by Client and/or End Customer will not infringe the rights of any third party;
- and confirms that all employees and Representatives have given written undertakings in the same terms to Subcontractor.
- 9.7 Subcontractor agrees to indemnify Client and the End Customer and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred by Client or the End Customer, or for which Client or the End Customer may become liable, with respect to any intellectual property infringement claim or other claim relating to the deliverables supplied by Subcontractor. Subcontractor shall maintain adequate liability insurance coverage and ensure that Client's interest is noted on the policy, and shall supply a copy of the policy to Client on request. Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to Subcontractor.
- 9.8 At its own expense, Subcontractor 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 be reasonably required for the purpose of giving full effect to this clause 9. Subcontractor confirms that all employees and Representatives have given written undertakings in the same terms to Subcontractor.
- 9.9 The aforementioned assignment of rights shall in each case be compensated with the remuneration agreed in the Individual Contract.
- 9.10 The aforementioned assignment of rights shall also remain in force following the termination of the relevant Individual Contract for any reason.
- 9.11 Subcontractor may continue to use any know-how already acquired prior to the start of the service provision or which Subcontractor developed demonstrably during the time of cooperation without any assistance from Client.
- 10. DATA PROTECTION AND CONFIDENTIALITY**
- 10.1 Subcontractor must keep the information and documents obtained from the domain of Client and/or the End Customers strictly confidential and must protect these from access by unauthorized persons and may not pass this information and these documents onto a third party and/or use these in any other way. This shall also apply to the Individual Contracts agreed upon between Client and Subcontractor and the conditions laid down therein.
- 10.2 In the same way, Subcontractor must keep strictly confidential all deliverables generated, in particular in the form of concepts and/or software developments, including accompanying documentation, which is necessary or useful for understanding the generated deliverables.
- 10.3 Production of copies for purposes other than fulfilment of the contractual obligations is prohibited.
- 10.4 On the request of Client, which shall not be expressed for reasons unrelated to the matter at hand, but latest upon termination of the relevant Individual Contract, all documents which relate to the relevant provision of Services, to Client and/or to the End Customer, irrespective of the form in which they are embodied, as well as all deliverables, whether finished or unfinished, must be surrendered to Client, irrespective of the reason. Any right to retention shall be excluded, save as absolutely required by law or competent authority and, in which case, any such retention shall be limited to such requirement, notified to Client in writing and remain subject to the requirements of this clause 10.
- 10.5 Subcontractor shall comply with and adhere to the statutory provisions concerning data protection (including without limitation the Data Protection Act 1998 and all subsidiary and related legislation) and must ensure that its employees and Representatives appointed for the provision of Services to adhere to said legislation.
- 10.6 The aforementioned provisions concerning confidentiality and data protection shall remain in force for a period of three years beyond the termination of the Individual Contract.
- 11. ANTI-BRIBERY AND ANTI-CORRUPTION**
- 11.1 Subcontractor shall, and shall procure that its employees and Representatives shall:
- comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - promptly report to Client any request or demand for any undue financial or other advantage of any kind received by Subcontractor or any of its employees or Representatives in connection with the performance of any Individual Contract;
 - immediately notify Client if a foreign public official becomes an officer or employee of Subcontractor or acquires a direct or indirect interest in Subcontractor (and Subcontractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of each Individual Contract); and
 - ensure that all persons associated with Subcontractor or other persons who are performing services in connection

with any Individual Contract (including without limitation its employees and Representatives) comply with this clause 11.1.

- 11.2 Breach of clause 11.1 shall be deemed a material breach of the Individual Contract.
- 11.3 For the purpose of clause 11.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

12. CUSTOMER PROTECTION

- 12.1 Subcontractor shall not, neither directly nor indirectly, under its own name or in the name of a third party, work for the End Customer named in the Individual Contract for the duration of the relevant Individual Contract and for a period of one year beginning with termination of said contract - hereinafter referred to as "**Customer Protection**".

For End Customers with spatially separated locations, Customer Protection shall apply only to those locations where Subcontractor has rendered Services or those that placed an order with Client, whereby Subcontractor participated in its performance.

Where an End Customer is a member of a Group of companies ("**Group**" meaning the End Customer and any subsidiary or holding companies for the time being of End Customer, and any subsidiary from time to time of any holding company of End Customer, where "holding company" and "subsidiary" are as defined in section 1159 of the Companies Act 2006), Customer Protection shall only apply to End Customer and shall not apply to the other companies within the Group.

Where the End Customer employs more than 500 staff within the United Kingdom, Customer Protection shall apply only to the business division of the End Customer that has placed the order.

- 12.2 Customer Protection granted by the provisions above shall be settled in full through the agreed remuneration in the relevant Individual Contract.
- 12.3 In the event Subcontractor infringes on the aforementioned Customer Protection, Client may demand liquidated damages for each case of infringement. Unless otherwise agreed in individual cases, the liquidated damages shall amount to £400 for each day of infringement of the aforementioned agreed Customer Protection, but shall amount to a maximum of 75% of the order value of the relevant Individual Contract or (on its termination) the relevant order placed by the End Customer. The parties agree that this sum represents a genuine pre-estimate of Client's loss in the event of such breach.

Client does not have to reserve its right to the liquidated damages. Any delay by Client in exercising its rights to the liquidated damages shall not constitute a waiver of these rights.

- 12.4 The right to assert further claims and the right to require Subcontractor not to breach the terms of clause 12.1 shall remain reserved to Client.
- 12.5 The provisions set out under clauses 12.1 to 12.3 shall remain in force for a period of one year beyond the termination of the Individual Contract.

13. SUBCONTRACTOR'S OBLIGATIONS WITH REGARD TO STATUS

- 13.1 The relationship of Subcontractor to Client is that of independent contractor and nothing in these GTC or any Individual Contract or otherwise shall render Subcontractor (or any of its employees or Representatives) an employee, worker, agent or partner of Client or the End Customer and Subcontractor shall not hold itself out as such and shall procure that its employees and Representatives shall not hold themselves out as such.
- 13.2 These GTC and any Individual Contract constitutes a contract for the provision of services and not a contract of employment and accordingly Subcontractor shall be fully responsible for and shall indemnify Client and any End Customer for and in respect of:
- any income tax, National Insurance and social security

contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by Subcontractor or its employees or Representatives in respect of the Services, where such recovery is not prohibited by law. Subcontractor shall further indemnify Client and the End Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Client or End Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Subcontractor or any of its employees or Representatives against Client or any End Customer arising out of or in connection with the provision of the Services.
- 13.3 Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to Subcontractor.

- 13.4 Subcontractor warrants that it is not nor will it prior to the cessation of all Individual Contracts, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

- 13.5 Subcontractor shall, upon Client's request, at any time and without undue delay, provide Client with information, which may result in an employee or worker association in accordance with the current prevailing law.

Subcontractor shall inform Client immediately in the event of changes to the previously notified relevant circumstances concerning the law governing employment or worker status.

Where required and reasonable, Subcontractor shall present the related relevant documents and notifications to Client.

- 13.6 The commitment of Subcontractor to furnish any authority with information requested shall remain unaffected.

14. CONTRACT TERM AND TERMINATION

- 14.1 The Individual Contracts shall come into force on their respective signing and shall continue for the term agreed in the relevant Individual Contract. Should no term be stated in the Individual Contract, a term of 3 months shall be deemed agreed.
- 14.2 Client may terminate an Individual Contract at any time without cause and without any liability by giving Subcontractor at least thirty calendar days prior notice.
- 14.3 Client may terminate an Individual Contract prior to expiry of the agreed term upon seven calendar days prior notice, if the contract with the End Customer to which the Individual Contract with Subcontractor is related (such as by listing the project title or the End Customer) is terminated early, unless Client is responsible for the termination of this contract. Client shall, without undue delay, inform Subcontractor of the early termination of the contract with the End Customer.

In the event of termination by Client in accordance with the above provision, Subcontractor shall be remunerated for Services rendered up to the time the termination takes effect. Any additional claims by Subcontractor shall be excluded.

- 14.4 Each party shall be entitled to terminate the Individual Contract in the event that the other party is prevented from, or delayed in, performing its obligations under the Individual Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 14.5 Each party shall be entitled to terminate the Individual Contract with immediate effect and without any liability if at any time:
- the other party commits any serious or repeated breach or non-observance of any of the provisions of the GTC or Individual Contract;
 - the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-

- up order is made or an administrator or receiver is appointed in relation to the other party;
- the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - the other party commits any offence under the Bribery Act 2010.
- 14.6 Client shall be entitled to terminate the Individual Contract with immediate effect and without any liability if at any time:
- Subcontractor or any of its employees or Representatives commits any gross misconduct affecting the business of Client or the End Customer;
 - Subcontractor or any of its employees or Representatives is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - Subcontractor or any of its employees or Representatives is, in the reasonable opinion of Client, negligent or incompetent in the performance of the Services;
 - Subcontractor (if an individual) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - Subcontractor or any of its key employees or Representatives is incapacitated (including by reason of illness or accident) from providing the Services and Subcontractor does not promptly provide a replacement individual in accordance with clause 5.3; or
 - Subcontractor or any of its employees or Representatives commits any fraud or dishonesty or acts in any manner which in the opinion of Client brings or is likely to bring Subcontractor, Client or the End Customer into disrepute or is materially adverse to the interests of Client or the End Customer.
- 14.7 The rights of each party under this clause 14 are without prejudice to any other rights that it might have at law to terminate the Individual Contract or to accept any breach by the other party as having brought the Individual Contract to an end. Any delay by either party in exercising its rights to terminate shall not constitute a waiver of these rights.
- 14.8 On receipt of the notice of termination, Subcontractor shall immediately discontinue the provision of Services, unless expressly stipulated otherwise by Client.
- 14.9 Any termination of Individual Contracts must in any case be given in writing.
- 15. FINAL PROVISIONS**
- 15.1 Amendments of and supplements to the Individual Contract and these GTC must be in writing and must be expressly identified as such. The written form requirement shall also apply to an amendment of this provision.
- 15.2 Each party acknowledges and agrees that these GTC together with the relevant Individual Contract constitutes the entire agreement and understanding between Client and Subcontractor relating to the subject matter of the Individual Contract and supersedes any previous agreement between them relating to the same (which shall be deemed to have been terminated by mutual consent).
- 15.3 Any delay by Client in exercising its rights under the Individual Contract or these GTC shall not constitute a waiver of those rights. Any waiver given must be in writing in order to be effective and any waiver by Client of any individual breach shall not constitute a waiver of any other breaches or any future breaches.
- 15.4 Subcontractor shall not, without the prior written consent of Client, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under any Individual Contract. Client may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under all or any Individual Contract.
- 15.5 A person who is not a party to the Individual Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Individual Contract but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Individual Contract is not subject to the consent of any person that is not a party to this agreement.
- 15.6 Exclusive place of jurisdiction to settle any dispute or claim arising out of or in connection with the subject matter or formation these GTC or any Individual Contract (including any non-contractual disputes or claims) shall be the Courts of England and Wales.
- 15.7 The law of England and Wales shall apply to the legal relationship between Client and Subcontractor and the governing of any dispute or claim arising out of or in connection with the subject matter or formation these GTC or any Individual Contract (including any non-contractual disputes or claims). Application of the Convention on Contracts for the International Sale of Goods shall be excluded.
- 15.8 Should individual provisions of the Individual Contract or of these GTC be or become ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected. In such event, the parties shall be obligated to cooperate in the agreement on provisions that allow a legally effective conclusion to be achieved that economically most closely resembles the ineffective provision.