

ICE Support Ltd T/A nevetal

Standard Terms & Conditions

Registered Address

ICE Support Limited trading as nevetal with a Head Office address of The Gate House, Fretherne Road, Welwyn Garden City, Hertfordshire, AL8 6NS UK.

Company registration: 6202671

1. GLOSSARY

In these Terms and Conditions, the following words and expressions shall have the following meanings.

'Agreement' means any commercial contract or transaction mutually enjoined by nevetal™ and a counterparty and all the associated Service Level Agreements, Delivery Schedules, Appendices referenced in the contract all of which are covered by these Terms and Conditions.

'Application Software' (where applicable) means the software for which nevetal™ shall provide any service identified in the Delivery Schedule and / or as notified by the Client in its discretion from time to time which nevetal™ agrees to provide the service for, or any other application software agreed between the parties for which nevetal™ shall provide a supporting service.

'Business Day' means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

'Change Control Procedures' means the procedures for managing any amendments to a Delivery Schedule and related terms of this Agreement, as set out in the Change Control Procedures within that Delivery Schedule.

'Client Data' means all data processed (as defined in section 1(1) of the Data Protection Act 2018) by nevetal™ on behalf of the Client in the course of providing the Services.

'Commencement Date' means the date at the head of any Commercial Contract, Service Level Agreements, Delivery Schedules or Appendices.

'Confidential Information' means subject to Clause 6, any information whether in written or any other form, disclosed or made available by or on behalf of one party to the other party in the course of the discussions leading to contemplation of entering a contract or in connection with the performance of a contract, and which is identified as confidential (or similar) or is clearly, by its nature, confidential, including without limitation, the content of this contract, all Client Data and information relating to Application Software and Intellectual Property Rights.

'Client Equipment' (if applicable) means all equipment, if any, owned or licensed by the Client or its clients and which shall include that equipment listed in the Delivery Schedule.

'Data Centre' means the nevetal™ location where the Services as set out in the Delivery Schedule and as amended from time to time in accordance with the applicable Change Control Procedures will be delivered from.

'Data Protection Legislation' means the DPA (including the data protection principles set out in such act), and any secondary legislation made pursuant to and / or related to that act with particular reference to General Data Protection Regulation.

'DPA' means the Data Protection Act 2018.

'Delivery Schedule' means each Delivery Schedule attached to the contract consisting of (if applicable) a Service Specification, Service Level Agreement and Change Control Procedures.

'Establishment Term' means the ensuing period beginning from the Commencement Date and ending with the Ready for Service Date as described in the Delivery Schedule.

'Fees' means all the fees payable by the Client to nevetal™ as set out in the Delivery Schedule.

'Fairly Disputed Fee' means an invoice, charge or fee or part of an invoice, charge or fee in respect of which the Client has a genuine objection and has given nevetal™ written notice of the objection at least 7 days prior to the due date for payment. For the avoidance of doubt the Client must part-pay any amounts shown on an invoice that are not a Fairly Disputed Fee.

'GDPR' means General Data Protection Regulation.

'Go Live Date' means the dates referenced in the Delivery Schedule.

'Service Provider' means ICE Support limited t/a nevetal™. **'Service'**

means the service described in the Delivery Schedule.

'Implementation Services' means the deployment and configuration service for the hardware and software to implement a service as set out in the Delivery Schedule.

'Intellectual Property Rights' means any and all patents, trademarks, rights in domain names, rights in designs, copyrights and database rights (in each case whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in know-how and confidential information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.

'Month' means a calendar month.

'Personal Data' and 'Process(ed)' shall have the meaning as defined in the DPA.

'Ready for Service Date' means the date the infrastructure and service environment is made available to the Client.

'Reconnection Fee' means the fee payable in advance by the Client for the resumption of service (charged at nevetal's then current standard rates for time and materials) if the Services are suspended by nevetal™ in accordance with this Agreement.

'Service' means any services set out in the Delivery Schedule including any added through the Change Control Procedures.

'Service Specification' means the description of a service as set out in a Delivery Schedule or appendix thereof.

'Service Term' means the term for which a Service will be provided under this Agreement, as set out in the applicable Delivery Schedule.

'Suspension' means the right of nevetal™ to suspend the provisions of the Services in line with specific provisions of these Terms and Conditions.

'Users' is defined in the applicable Delivery Schedule.

2. INTERPRETATIONS

- 2.1. All references to Clauses, Sub-Clauses and Schedules are to Clauses and Sub-Clauses and Schedules to these Terms and Conditions and all references to Appendices are to Appendices attached to a contract. In the event of any conflict or inconsistency between the Clauses and the Schedules, the Clauses shall prevail over the Schedules.
- 2.2. The headings to the Clauses in these Terms and Conditions are for convenience only and shall not affect the interpretation of this document.
- 2.3. The singular number includes the plural and vice versa and any gender includes any other gender.

3. THE SERVICES

- 3.1. In consideration of payment of the Fees by the Client, and subject to the Terms and Conditions herein, nevetal™ will provide to the Client the Services in each case in accordance with the provisions of the applicable Delivery Schedule (including the Service Specification and Service Level Agreement) and in accordance with the other provisions of these Terms and Conditions.
- 3.2. nevetal™ will provide each Service for the duration of the applicable Service Term and in line with Clause 14.1.
- 3.3. For the avoidance of doubt, any licence for any Application Software is and will be made between the licensor of that Application Software and the Client. The Client will be responsible for obtaining all such licences and nevetal™ will provide reasonable assistance and information to the Client in doing this.

4. USE

- 4.1. In respect of a service that is restricted to certain named Users (as set out in the applicable Delivery Schedule), nevetal™ shall provide the relevant Service for those Users, and only those Users may access the Service.
- 4.2. In respect of a Service that is restricted to a maximum number of concurrent Users (as set out in the applicable Delivery Schedule), nevetal™ shall provide the Service for up to that number of concurrent Users, and no more than that number of Users may access the Services concurrently.

5. PAYMENT

- 5.1. nevetal™ shall invoice the Client for the Fees, and the Client shall pay the Fees, on the terms set out in the applicable Delivery Schedule. If payment of Fees is dependent upon nevetal™ being in receipt of a purchase order issued by the Client, the Client undertakes to provide nevetal™ with relevant purchase orders prior to any work being undertaken by nevetal™.
- 5.2. nevetal™ may provide to the Client additional services for additional fees as agreed from time to time. Prior to providing such services, nevetal™ will provide the Client with a quotation using the Change Control Procedures, for the fees due for the additional services (and any changes to the terms of the existing contract and the Client will decide whether to approve the fees prior to nevetal™ providing such services).
- 5.3. Invoices are due for payment within 30 days from date of receipt of a correct and validly submitted invoice. In the event of non-payment within the specified time limits, save in the case of a Fairly Disputed Fee, interest shall be due

at nevetal's discretion to nevetal™ (whether before or after judgement plus VAT) at the rate of 2% per month above the base rate of Barclays Bank UK.

- 5.4. For the avoidance of doubt, if the Client fails to pay invoices within 60 days of the payment date, in the absence of a Fairly Disputed Fee, this will be regarded as a material breach. Without prejudice to its other rights, nevetal™ will be entitled to affect Suspension if payment is not received within 60 days from the date of the invoice. Following Suspension, provision of the Services by nevetal™ will be subject to payment by the Client of the sums due to nevetal™ together with a Reconnection Fee. nevetal™ also reserves the right to suspend the provisions of the Service Level Agreement until payment is received.
- 5.5. Payment of all Fees under this Agreement shall be made in full without any set-off, withholding or deduction thereto or any counterclaim or claim or lien whether or not under this Agreement or otherwise.
- 5.6. 3rd Party Licensing Fees:
 - 5.6.1. Payment of 3rd party licensing fees is made by nevetal™ monthly in advance on behalf of the client. nevetal™ will generate invoices to the client monthly in arrears.
 - 5.6.2. Invoice payment is due within 30 days from date of invoice.
 - 5.6.3. If invoices are not paid within 30 days, nevetal™ will:
 - 5.6.3.1. 30 + days: Add a 2% service fee per month to the outstanding invoice.
 - 5.6.3.2. 60 + days: Suspend payment to the 3rd party until payment is made. This will impact the ability of users to access related services.
 - 5.6.4. Examples of 3rd party licensing include but are not limited to:
 - 5.6.4.1. Microsoft Office 365 services.
 - 5.6.4.2. Data Centre Microsoft SPLA licenses (Windows, SQL, RDS, Office).
 - 5.6.4.3. Microsoft Volume licenses.
 - 5.6.4.4. Veeam backup licenses.
 - 5.6.4.5. Anti-virus licenses.
- 5.7. All payments due under this Agreement shall be made in pounds sterling and are exclusive of Value Added Tax (VAT). The Client will pay any applicable VAT provided it is validly invoiced.

6. CONFIDENTIALITY

- 6.1. Each party (the "receiving party") shall keep confidential the Confidential Information of the other party (the "disclosing party"), and shall not disclose the disclosing party's Confidential Information to any person (other than the receiving party's professional representatives or advisors bound by duties of confidentiality) except insofar as the Confidential Information is reasonably required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement.
- 6.2. The receiving party shall use the disclosing party's Confidential Information solely in connection with the performance of this Agreement, and not otherwise for its own benefit or the benefit of any 3rd party.
- 6.3. Confidential Information does not include information which:
 - 6.3.1. Is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party or a person employed or engaged by the receiving party contrary to their respective obligations of confidentiality; or
 - 6.3.2. was made available or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure.
- 6.4. Nothing in this Clause 6 shall prevent either party from making any disclosure that it is required to make by law, the rules of the UK Listing Authority or by regulation, provided that the party disclosing the information shall, subject to compliance with applicable laws, notify the other party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid or limit such disclosure.
- 6.5. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination or expiry of this Agreement (howsoever occasioned).

7. DATA PROTECTION

- 7.1. The Client warrants to nevetal™ that the Client has and shall maintain in place a valid notification under the DPA in respect of the Client's Personal Data and will maintain such registration at all times during the continuance of a service contract.
- 7.2. The Client warrants and undertakes to nevetal™ that:
 - 7.2.1. the Client's Personal Data has been obtained lawfully and the Client is entitled (under the DPA) to require nevetal™ to Process the Client's Personal Data in accordance with this Agreement.
- 7.3. nevetal™ warrants that it has and shall maintain in place a valid notification under, and shall comply with the provisions of the DPA, to the extent necessary to allow nevetal™ to provide the Services and the Client to access and use the Software.
- 7.4. The Client and nevetal™ agree that, for the purposes of the DPA, the Client is the Data Controller and nevetal™ is the Data Processor in respect of the Client's Personal Data. Accordingly, nevetal™ agrees that in processing any of the Client's Personal Data, it shall:
 - 7.4.1. Do so only in accordance with this Agreement and under instruction from the Client.
 - 7.4.2. Process the Personal Data only to the extent, and in such a manner, as is necessary for the performance of its obligations under this Agreement.
 - 7.4.3. Comply at all times with the guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and all other relevant authorities.
 - 7.4.4. Promptly comply with any request from the Client requiring nevetal™ to amend, transfer or delete the Client's Personal Data.
 - 7.4.5. Ensure that the Client's Personal Data is kept securely and that it will take appropriate technical and organisational measures to avoid unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, the Client's Personal Data.
 - 7.4.6. Take all necessary steps to ensure the reliability and skill of its staff that will have access to the Client's Personal Data and ensure that such staff are aware of nevetal's obligations under this Agreement and the DPA and in any case it shall ensure that access to the Client's Personal Data is limited to those employees of nevetal™ who need access to the Client's Personal Data to meet nevetal's obligations under this Agreement.
 - 7.4.7. Refer immediately to the Client any complaints, notices or communications relating directly or indirectly to the Processing of the Client's Personal Data or requests from data subjects for access or changes to the Client's Personal Data under the DPA or otherwise and provide the Client with full co-operation and assistance in relation to any such complaint, notice, communication or request.
 - 7.4.8. Not transfer the Personal Data outside of the UK or European Union or the Schengen Countries without the Client's prior written consent and where such consent is granted it shall ensure it complies with the provisions of the DPA in respect of such transfers.
 - 7.4.9. Immediately inform the Client of any unauthorised or unlawful processing of the Client's Personal Data and if any such data is lost or destroyed or becomes damaged, corrupted, or unusable.
 - 7.4.10. Allow the Client on not less than 30 days' prior written notice, such access to premises, systems and records as is reasonably necessary to assess nevetal's compliance with this clause subject to adherence to nevetal's reasonable security procedures and audit policies and procedures in existence at their Data Centres which have been provided to the Client in advance.

8. CLIENTS RESPONSIBILITIES

- 8.1. The Client must ensure that all requests for amendments to the Services are notified to nevetal™ in writing by an authorised officer, employee or representative of the Client.
- 8.2. The Client will ensure that it is legally licensed to use the Application Software and such use can be extended to allow nevetal™ to use the Application Software for the performance of the Services as detailed within this Agreement.
- 8.3. The Client is responsible for adhering to the Client responsibilities set out in the Service Specification or Service Level Agreement.
- 8.4. The Client agrees to act as a referee in relation to the services delivered by nevetal™ upon request and on an

occasional basis subject to the continuing ongoing satisfactory performance of the contract by both parties. Furthermore, the client agrees that nevetal™ will reference the business relationship on occasion and in relation to marketing activities such as case studies and testimonials.

- 8.5. Each party represents and warrants that it has full right and power to enter into this Agreement and to perform its obligations under this Agreement.

9. SERVICE PROVIDER RESPONSIBILITIES

- 9.1. The Service Provider agrees to perform the Services in accordance with the terms of this agreement and the relevant Statement of Work (SOW, including any dates or times specified in the relevant SOW).
- 9.2. The Service Provider represents and warrants that it is suitably qualified to perform the Services.
- 9.3. The Service Provider agrees to provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of the Client and any Clients' Group Companies.
- 9.4. The Service Provider agrees to promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

10. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

- 10.1. Neither party shall use any of the trademarks, service marks, or trade names of the other party for any commercial purpose or in any advertising, promotional, or public statement without the prior, written consent of the party to which the trademark, service mark, or trade name belongs, except that the Client may access the Services in the manner permitted by this Agreement.
- 10.2. nevetal™ agrees that title to (a) the Application Software; (b) Client's financial and other business information and data; (c) Client Data; and (d) all Intellectual Property Rights in the foregoing are and remain the property of the Client and its third party licensors, and nevetal™ shall neither acquire nor possess ownership or proprietary rights in the foregoing.

11. INDEMNITIES

- 11.1. The Client shall indemnify, hold harmless and defend nevetal™ from and against all damages, costs and expenses (including settlement awards and proper legal expenses) arising from any claim or award made against nevetal™ arising from a claim that nevetal's use of the Application Software in accordance with the terms of this Agreement (including the terms of the applicable Delivery Schedule) infringes or violates any Intellectual Property Rights of any third party.
- 11.2. The Service Provider shall indemnify, hold harmless and defend the Client from and against all damages, costs and expenses (including settlement awards and proper legal expenses) arising from any claim or award made against Client arising from a claim that the Client's use of nevetal's services in accordance with the terms of this Agreement infringes or violates any Intellectual Property Rights of any third party.
- 11.3. Each party ("Indemnifying Party") shall indemnify the other party ("Indemnified Party") against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs arising out of or in connection with any breach by the Indemnifying Party and/or any Sub-Processor (as applicable) of clause 7 of this Agreement or a failure to comply with applicable data protection legislation including where the Indemnifying Party's breach then places Indemnified Party in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss.

12. WARRANTIES

- 12.1. nevetal™ represents and warrants that:
- 12.1.1. It has all necessary rights, including in respect of the Intellectual Property Rights, to provide the Services detailed in this Agreement subject to the terms and conditions of this Agreement.
- 12.1.2. The Services will be performed in a professional manner, with reasonable care and skill, and with qualified and trained staff and shall be performed in accordance with best industry practice.
- 12.1.3. At all times during the Term they will provide and maintain sufficient equipment, materials and consumables as are required for the proper and efficient performance of the Service.
- 12.1.4. In its performance under this Agreement, it shall comply with all applicable national and international laws and regulations.

- 12.2. The warranties made by nevetal™ in this Agreement shall not apply to improper, incorrect, or unauthorised use of the Services by the Client or a third party authorised by the Client.
- 12.3. The limited express warranties stated in this clause 12 are the only warranties made by nevetal™ relating to the Service. There are no warranties of fitness for a particular purpose nor other warranties, express or implied, by nevetal™ with respect to the Services provided under this Agreement. No employee, agent or representative of nevetal™ has the authority to bind nevetal™ to any oral representation or warranty concerning the Services provided by nevetal™. Any oral or written representation or warranty not expressly contained in this Agreement shall not be enforceable by either party.

13. LIMITATION OF LIABILITY

- 13.1. Neither party excludes or limits any liability it may have for death or personal injury arising from its own negligence or that of its employees, agents or sub-contractors or for fraudulent misrepresentation.
- 13.2. Neither party shall be liable for any incidental, indirect, special, consequential, punitive, or exemplary damages under any circumstances, even if the party has been advised of, knew, or should have known of the possibility thereof.
- 13.3. In respect to damage to tangible property caused by any negligent act or omission, or breach or material breach of the Agreement, each party limits its liability to £1,000,000 per event or series of connected events.
- 13.4. Subject to clauses 13.1, 13.2 and 13.3 each party's aggregate liability in any calendar year howsoever arising (including for negligence) arising out of or in connection with this Agreement shall be limited to 100% of the total annual Charges payable by the Client under this Agreement, regardless of the number of events giving rise to liability.
- 13.5. The cap on liability in clause 13.4 shall not apply to any liability under the indemnities contained in clause 11.

14. ASSIGNMENT

- 14.1. Neither party shall be allowed to sublicense, transfer or assign any contract or any portion thereof, or any right or obligation hereunder, except upon the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

15. TERM AND TERMINATION

- 15.1. The Service Term shall commence on the Ready for Service Date and shall continue for the period detailed in the Delivery Schedule, except where this Agreement is terminated in accordance with this Clause 15.
- 15.2. If termination is not provided in accordance with this clause 15 then the Service Term shall be automatically renewed for a period of one (1) year at a time, subject to a mutual right for the parties to terminate the Agreement without cause on 1 month's written notice not to expire before the end of the initial one year Service Term.
- 15.3. In the event of lawful termination of this Agreement by nevetal™, the Client shall not receive any refund, reduction, or release of any fee or invoice paid or due to nevetal™ except as provided in the Contract.
- 15.4. Other than nevetal's right to terminate this contract under the provisions of clause 15 and the provisions of the Delivery Schedule, neither party may terminate the contract except in the circumstances described in sub-clauses 15.6 and 15.7.
- 15.5. Either party shall be entitled to terminate the contract with immediate effect on written notice to the other party if the other party commits a material breach of the contract and if where the breach is capable of remedy, the other party does not remedy the breach within 30 days of receiving written notice to do so.
- 15.6. Either party may terminate this contract with immediate effect on written notice to the other if the other:
 - 15.6.1. Shall make any voluntary arrangement with its creditors or become subject to an administration order or goes into liquidation (either compulsory or voluntary) other than for the purpose of amalgamation or reconstruction.
 - 15.6.2. Shall have its property or assets taken possession of by an encumbrance or a receiver be appointed.
 - 15.6.3. Shall cease, or threaten to cease, to carry on business; or
 - 15.6.4. if any similar occurrence under any jurisdiction takes place.
- 15.7. nevetal™ may terminate the contract if the Client fails to pay any amount (excluding Fairly Disputed Fees) due to nevetal™ under the contract within 60 days of the due date.
- 15.8. Termination of the contract shall not prejudice any rights of either party which have arisen on or before the date of termination.
- 15.9. Within 30 days following the date of termination, nevetal™ shall at the option of the Client on written notice, return the Client's Data, which was in nevetal's possession subject to nevetal™ receiving full payment of any Fees due under this Agreement.

16. VARIATION

- 16.1. No amendments to the contract, nor any additional or substitute Clauses or Delivery Schedules or Appendices thereto, shall be valid unless made in writing expressly purporting to amend the contract and executed on behalf of both parties.
- 16.2. Each Delivery Schedule shall only be amended in accordance with the Change Control Procedures set out in that Delivery Schedule.

17. GENERAL

- 17.1. Any notice, consent or other communication in connection with these Terms and Conditions shall be in writing and may be delivered in person, by registered or certified, return-receipt requested mail, e-mail or by facsimile copy. If hand-delivered or delivered by registered mail, e-mail or certified mail, the notice shall be effective upon receipt. If by facsimile copy, the notice shall be effective when sent. Notices should be addressed to the Company Secretary of both parties to the address detailed at the beginning of these Terms and Conditions.
- 17.2. If any provision of these Terms and Conditions is held invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed modified only to the extent necessary to render that provision valid or excluded from any contract as the situation may require; and these Terms and Conditions shall be enforced and construed as if such provision had been included as so modified.
- 17.3. The relationship of the parties established by these Terms and Conditions is solely that of independent contractors, and nothing contained in this Agreement shall be construed to make either party (or its agents or employees) the representative or agent of the other party for any purpose. Any written representation or warranty not expressly contained herein shall not be enforceable by the Client.
- 17.4. Should a dispute arise between the parties in relation to the contract then prior to pursuing any legal rights the aggrieved party must provide written notification of the problem to a Director of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within 14 days. Should the problem remain unresolved then the aggrieved party must provide written notification of the problem to the Managing Director (or equivalent position) of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within a further 30 days. Should there still be no resolution then the aggrieved party shall be entitled to commence proceedings against the other party. Nothing in this Clause 17.4 shall prevent either party from applying directly to the courts for interim or emergency relief.
- 17.5. Neither party shall under any circumstances whatsoever be liable for any loss, damage, delay or non-performance arising out of any cause whatsoever beyond its control including but not limited to failure in the power networks, losses in internet connectivity due to the public cloud failing (but not covering any failures by any private suppliers of connectivity to nevetal™), acts of government, civil commotion, acts of war, malicious mischief or theft, strikes, lockouts or other labour disputes, shortage of material or labour. In the event of force majeure, the party seeking to rely on this clause must:
 - 17.5.1. give immediate notice to the other party by email stating the nature of the event and its likely duration and the effect of the force majeure event on its ability to perform any of its obligations under this Agreement; and
 - 17.5.2. use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

The party unaffected by force majeure shall be entitled to terminate the Agreement where the effects are ongoing for more than 30 days, in which case Client shall be refunded on a pro rata basis for any Services paid for but not received.
- 17.6. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract signed and nothing in these Terms and Conditions confers or purports to confer on any 3rd party any benefit or any right to enforce any term of the contract or operates to give any 3rd party the right to enforce any term of the contract
- 17.7. The provisions of clauses 6 and 12 shall survive the termination of the contract.
- 17.8. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

- 17.9. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be deemed to be a waiver or in any way prejudice any right of that party under the contract.
- 17.10. These Terms and Conditions represent the entire understanding of the parties in connection with the subject matter thereof and supersede and extinguish all previous Terms and Conditions between the parties relating to the subject matter hereof. In particular (but without prejudice to the generality of the other provisions of this clause), each party acknowledges to the other (to the intent that the other shall execute this Agreement in reliance upon such acknowledgement) that it has not been induced to enter into this contract nor relied upon any representation or warranty other than the representations and / or warranties expressly set forth in these Terms and Conditions. This acknowledgement shall not apply to any misrepresentations and / or breaches of warranty which constitute fraud.
- 17.11. For the Term of this contract and for 12 months following the termination of the contract (except with the other Party's prior written consent) no party shall directly or indirectly solicit or entice away (or attempt to solicit or entice away):
- 17.11.1 From the employment of the other Party, any employee or contractor of that Party who is employed or engaged in any services which are relevant to either a proposed or signed agreement between the parties provided that this shall not prevent any Party from hiring any individual that responds to a bona fide job advertised to the public generally.
 - 17.11.2 Any customer / client of the other Party in receipt of any services which are relevant to the Proposed Transaction.
 - 17.11.3 If either Party commits any breach of Clause 17.11.1, the breaching party shall, on demand, pay to the claiming Party a sum equal to 12 months' base salary.
 - 17.11.4 Each Party shall ensure that its' representatives comply with the undertakings as described in this Clause 17.11.