

QWARIE LTD FRAMEWORK CONTRACT FOR THE SUPPLY OF RESEARCH SERVICES

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1. Introduction

1.1 The Purpose of the Contract

(a) This Contract applies to the provision of a Service by the Supplier, where

(b) the Service is Open Source Research, otherwise known as Open Source Intelligence (OSINT), that is Ordered by the Customer to assist with the Customer's investigation.

(c) This Contract is provided by the Supplier, in advance of the Parties entering into any agreement, so that the Customer has the opportunity to understand the detail of the terms and conditions of the supply of service, and their rights and obligations with-in the Contract, prior to placing an Order.

(d) This contract is a Framework Contract that governs each separate Order for Service, that is placed by the Customer, so that each Order is, in it's own right, a separate contract, that is governed by this Framework Contract.

(e) The Parties may agree, in writing to a variation of one or more term and or condition with-in this contract. (See Section 22)

(f) This Contract has no fixed term limit.

2. Definitions & Interpretation

2.1 Definitions

In this Contract, the following definitions apply:

Acceptance: as per Contract law, see clause 4.3 (b)

Audit Trail: A component of the Service that might be included in a Report. The Audit Trail shall seek to authenticate research results, through a step by step record of the research performed by the Supplier, that is time and date stamped.

Bulk Purchase: an Order with more than one Instruction.

Commencement Date: has the meaning set out in Clause 4.3 (g)

Compliance Policy: Set out in a document, see Section 25

Conditions: conditions of this Contract, that may vary from time to time in accordance with Section 21.

Confidential Information: has the meaning set out in Section 11, Clause (b)

CRM: Customer Relationship Management system. An on-line environment, provided by the Supplier, that is dedicated to the Customer and protected by password.

Customer: an individual or legal entity to whom Services are provided by the Supplier.

Contract: This Contract, that is a Framework Contract and any singular or entire agreement.

Data Controller: See Clause 3.3 (b)

Data Processor: See Clause 3.3 (a)

Disclosing Party: See Clause 3.3 (c)

Due Date: date on which a payment shall be received by the Supplier.

Evidential Report: See Report

Fees: the charges payable by the Customer for the Supply of the Services as set out in the relevant Fee Schedule (see Section 25)

Formmail: a notice composed by the Customer in the CRM or website of the Supplier and conveyed by electronic mail to the Supplier

Framework Contract: this document, identified by version number, with its terms and conditions. Any reference to 'the Contract' or 'this Contract' is a reference to this Contract.

Instruction: An Order, as set-out in Article 6.1

Intellectual Property Rights: as set out in Section 10

Investigation: the matter conducted by the Customer, who engages the Supplier, in the capacity of Researcher.

Offer: a notice sent by the Supplier to the Customer with terms and conditions of the Service offered.

Order: an Instruction or other Notice of acceptance composed by the Customer and received by the Supplier.

Party: The Supplier, the Customer and associated employees and Third Parties. See Disclosing Party & Receiving Party.

Receiving Party: see Clause 3.3 (d).

Report: part of the service provided by the Supplier to the Customer, whereby the Supplier composes a report on the Research conducted by the Supplier.

Research: part of the service provided by the Supplier to the Customer, whereby the Supplier conducts OSINT Research, under Instruction and on behalf of the Customer.

Service: OSINT Research and Report provided by the Supplier to the Customer and governed by the terms and conditions within this Contract.

Subject: a person, or legal entity identified by the Customer with-in an Order, that is the subject of Research performed by the Supplier

Supplier (The): the supplier of the service; Qwarie Ltd. Rumwell Hall, Rumwell, Taunton, Somerset, TA4 1EL with Company registration in England & Wales number 10113351

Third Party: any outside party, employee of an associated company, contractor or consultant who the Supplier may engage to deliver or assist in the delivery of the Service to the Customer.

Validity: term for which an Offer is valid, so that the Customer might place an Order, within the term specified in the Offer.

2.2 In this Contract the following rules apply

(a) reference to a Party shall include its personal representatives, successors or permitted assignees;

(b) reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(c) the words 'including', 'other', 'in particular', 'for example' and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words 'without limitation';

(d) a reference to 'writing' or 'written' includes SMS, e-mail, formmail and facsimile transmission, and expressions referring to writing shall be construed accordingly;

(e) within this Contract, unless otherwise provided or the context otherwise requires, a word in the body of a clause, where the first character is capitalised and where the word may or may not begin a sentence, is a defined word (Refer to Article 2.1 'Definitions').

(f) Words imparting the singular number shall include the plural and vice versa.

(g) The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of the Contract.

2.3 Prevalence of the Supplier's Contract

(a) The Customer acknowledges that, where the Customer's order is issued for the Service, the Supplier's Terms and Conditions, in this Contract, shall prevail over any terms and conditions contained within the Customer's Contract, specific to an Order or any other Order.

(b) Where a Customer has a specific agreement or contract in place for other services provided by the Supplier, the Customer acknowledges that for any instances of the provision of the Service, and/or where there is a conflict of terms and conditions, the Terms and Conditions of this Contract shall apply for research Services.

(c) Any sample information, images, descriptive matter or promotional material issued by the Supplier, including any descriptions or images contained in the Supplier's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Contract or have any contractual force.

(d) These Terms & Conditions shall apply to this Contract to the exclusion of any other Terms & Conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed by variation and in writing (See Section 24).

3. Legal Basis

3.1. Eligibility of the Customer

By placing an Order for Service from the Supplier, the Customer warrants that they are legally entitled to enter into a binding contract, be that as an individual, or on behalf of a legal entity.

3.2 Data Protection

Both the Supplier and the Customer shall abide by the principles of data protection, and shall perform in compliance with the Data Protection Act 1998 and, in the jurisdiction of the Customer, any legislation that might be applicable to the activity of OSINT research. See Article 8.3.

3.3 Legal Status

(a) Within this Contract, and concerning any research performed under this Contract, the Supplier is the Data Processor. Customers in the UK should see Qwarie Notice of DPA Compliance (Section 25).

(b) Within this Contract, and in relation to any Order issued under this Contract, the Customer is the Data Controller. A Customer in the UK should see Qwarie Notice of DPA Compliance (Section 25)

(c) Disclosing Party: A Party, and its employees and Third Parties, within this Contract that discloses Confidential Information to the other Party to this Contract, including to its employees, associate companies and Third Parties.

(d) Receiving Party: A Party, and its employees and Third Parties, within this Contract that receives a Notice and specifically, Confidential Information, from the other Party to this Contract, including from its employees, associate companies and Third Parties.

3.4 Data Provision Compliance

The Customer, by providing to the Supplier, personal data relating to the Subject(s) with their Instruction, warrants that they are entitled to disclose that data to the Supplier. In the UK, this is governed by the conditions of the Data Protection Act 1998 and related legislation, and that the Supplier is entitled to process such data for the purposes of providing the Service.

See Section 25: Qwarie Compliance Statement

3.5 Research Compliance

The Supplier shall deploy research techniques that comply with the principles set out within the European Data Protection Regulations and specifically the The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). See Section 25: Qwarie Compliance Statement

3.6 FCA Restrictions

The Supplier shall not provide any service that, in the UK, is regulated by the Financial Conduct Authority (FCA), therefore;

- (a) the Supplier is not licensed by the FCA and,
- (b) shall not report to the Customer any information that might concern consumer credit or any other matter that is governed by a FCA licence. See Section 25: Qwarie Compliance Statement

3.7 Other Agency & Statutory Restrictions

The Supplier shall not perform any research activity that might require a licence or any other regulation, in any jurisdiction and specifically from either:

- (a) the UK government agency that is, the Security Industry Authority (SLA) and any activity that falls under the Private Security Industry Act 2001;
- (b) the Republic of Ireland agency that is, the Private Security Authority (PSA) of Ireland and any activity that falls under the Private Security Services Act 2004;
- (c) or, subject to Section 7, Clause (I), any other government agency and legislation that is applicable within the jurisdiction of the Customer.

See Section 25: Qwarie Compliance Statement

4. Formation Of The Contract

4.1 Supplier advertising and Customer requests for Service

- (a) Where the Supplier makes an Offer by word of mouth or through advertising material, the Offer is not legally binding upon the Supplier.
- (b) Where the Supplier receives from the Customer, a request for Service from the Supplier, that is not an explicit Instruction or Order (see Article 4.3), this is an Invitation to Treat and is not binding upon the Supplier.

4.2 The Offer made by the Supplier to provide OSINT Research Services

- (a) The Supplier may respond to the invitation with an Offer.
- (b) Unless stated otherwise, an Offer is valid for calendar 90 days.
- (c) The Offer shall not include Value Added Tax, unless explicitly stated within the Offer.
- (d) Where an Offer is revised or superseded by a subsequent Offer, the previous Offer, or superseded part thereof, is void.

4.3 The Order made by the Customer

- (a) The Order shall be an Instruction or other Notice of Acceptance, raised by the Customer and received by the Supplier.
- (b) An Instruction or Order or other Notice of Acceptance sent by the Customer and received by the Supplier constitutes acceptance of the Supplier's Offer.
- (c) An Order is legitimate only when received by the Supplier.
- (d) Each individual Order is a separate Contract, governed by the terms and conditions of this Framework Contract, unless;

- (e) where the Parties enter in to a Bulk Purchase Order, with its own price and other conditions and terms, that may vary from those specified within this Contract.
- (f) in the event of a Bulk Purchase Order, any term or condition that is not superseded by the Bulk Purchase Order, shall be governed by this Contract.
- (g) the Customer shall advise the Supplier at, or before the point of the Order, where it is the intent within this Contract, or where it is the normal practice of the Customer, to settle Supplier invoices by a method other than electronic transfer.
- (h) where it is the intent, or subsequent action by the Customer, to remit consideration by means other than an electronic payment, the Supplier shall have the right, at its own discretion, to levy an additional fee or charge, to cover all costs, including administrative and processing costs, incurred by the Supplier.
- (i) where the Customer might seek to recover the cost of the Service from it's own customer, partner or within a judgement for costs, in its favour, this shall be no justification for delay of the payment due to the Supplier.
- (j) the fundamental terms and conditions of the Order may not vary from those set out in the Offer or with this Contract.
- (k) The Supplier has the right to reject an Order that the Supplier deems to have varied from the terms and conditions set out in this Contract.
- (l) The date of the first Order or other Notice of Acceptance placed by the Customer is a Commencement Date within this Contract.
- (m) The Customer has no right to accept some parts of the Contract and reject, or not comply with, any other part, unless agreed, in writing, by variation or as specified within a Bulk Purchase Order.

4.4 Acceptance by the Customer & Agreement between the Parties

- (a) Where the Customer places an Order, or other Notice of Acceptance and specifically an Instruction, to perform research, that is received by the Supplier, the Customer accepts all the terms and conditions of this Contract, and any respective Fee Schedule or Notice of Compliance (see Section 25) so that;
- (b) Acceptance on the part of the Customer does not have to be explicit, so that;
- (c) an Instruction, raised by the Customer and received by the Supplier constitutes Acceptance, and that;
- (d) Acceptance on the part of the Customer is a declaration of agreement with all the terms and conditions within this Contract, and that;
- (e) The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier, which is not set out in this Contract.
- (f) The Customer agrees to be bound by the terms and conditions within this Contract, and that;
- (g) Partial Acceptance, on the part of the Customer, constitutes full and binding acceptance of all terms and conditions within the entire agreement.

4.5 Performance & Reporting by the Supplier

- (a) Any information contained within the Supplier's Report is provided in good faith and for the consumption on the Customer and no other party, except where the matter might concern litigation, so that;
- (b) The Supplier's Report shall not be disclosed to any other Party without prior authority, unless for the purpose of litigation, and so that;
- (c) The Supplier's Report is provided to the Customer without liability on the part of the Supplier concerning the accuracy of the information contained within the Report, except where Articles 12.3 & 12.3.1 shall apply.

5. Bulk Purchase Orders

- (a) The Supplier may Offer to the Customer the option to Order a specific quantity of Instructions over an agreed term for a reduced price per Order.
- (b) Fees for Bulk Purchase Orders are set out in the Fee Schedule.
- (c) Depending on the quantity and term of a Bulk Purchase Order, the Customer may be obliged to make payment in full, and prior to the performance of any Research on the part of the Supplier. The payment term shall be negotiated independently of this Framework Contract.
- (d) The Customer is obliged to deliver to the Supplier, within the agreed term, the quantity of Orders agreed within the Bulk Purchase Order.
- (e) Where the quantity of agreed Orders of a Bulk Purchase Order is not delivered to the Supplier, by the Customer, within the agreed term, the Customer is obliged to remunerate the Supplier, pro-rata, as set out in the Fee Schedule.

6. Instructions to the Supplier

6.1 Defining the Instruction

- (a) An Instruction that is a notice composed by the Customer and delivered to the Supplier that sets out the requirements of the Research that shall be conducted by the Supplier on behalf of, and exclusively for, the Customer.
- (b) Instructions may be linked and grouped, but for consideration, they shall be treated in accordance with Section 8 of this contract and the Fee Schedule.

6.2 Contractual Consideration

An Instruction is an Order that accepts, in full, the terms and conditions of this Contract.

6.3 Requirements of an Instruction

The Customer shall:

- (a) comply with Section 3 of this contract.
- (b) ensure that the information furnished to the Supplier, is complete and accurate in all material respects known to the Customer, at the moment of instruction, and;
- (c) that where the Supplier provides a timely Report to the Customer, and where the Customer requires further research, the Customer shall furnish to the Supplier, any relevant and consequential information relating to the Instruction, that might assist the Supplier in any further Research activity, to;
- (d) enable the Supplier to supply the Service to the best of its ability.
- (e) warrant that there is no previous or current Court Injunction or Legal Action involving the subject of the Instruction, that shall forbid or prohibit the performance on the Instruction.

6.4 Instruction Warranty

- (a) The Customer warrants that an Instruction shall include all relevant information, and;
- (b) where relevant information that is known to the Customer, and that information is not conveyed to the Supplier, in a timely manner, so that;
- (c) where the Customer might limit or restrict the Supplier from effective performance of the research, and

where the Customer might possess data that might affect the research and, or;

(d) where the Customer has a source of information, that after the event or after delivery of the Report from the Supplier, the information does suggest or provide data that contradicts that provided by the Supplier, or;

(e) where the Customer has, at any time furnished data, knowingly or otherwise, that in fact, contradicts the information known or available to the Customer, or;

(f) where the Customer knowingly furnishes the Supplier with erroneous or inaccurate data;

the Customer shall not be Indemnified (see Articles 12.3 & 12.3.1).

7. Rights & Obligations of the Supplier

(a) the Supplier shall supply the Service to the Customer in accordance with this Contract in all material respects.

(b) where the Customer has accepted the terms and conditions of this Contract, including any Bulk Purchase Order or other variation, the Supplier is obliged to act upon an Order received from the Customer, unless;

(c) the Supplier exercises its right to reject the Order, in writing.

(d) The Supplier has the right to be remunerated, within the agreed term, for the performance of any Order, placed by the Customer.

(e) The Supplier has the right to modify the Service, so that it shall comply with current and enforceable legislation within the jurisdiction of the Supplier or the Customer; to ensure privacy, or where the research does not materially effect the nature or quality of the Service; and

(f) the Supplier shall notify the Customer in any such event.

(g) the Supplier shall have the right to modify or limit the Service, where a technology supplier modifies, or in any way alters their service, upon which the Supplier depends.

(h) the Supplier has the right to modify the delivery term.

(i) the Supplier shall not be bound by offers, terms and statements made in advertising, publicity and promotional material, provided by the Supplier or any agent or other party.

(j) the Supplier warrants to the Customer that the Services shall be provided using reasonable care and skill.

(k) the Supplier may assign or sub-contract its obligations or rights under this Contract to an associate company.

(l) subject to Article 8.3, the Supplier shall be responsible for ensuring that the Service complies with all statutes, regulations, bye-laws, standards, codes of conduct and any other rules or legislation relevant to the provision of the Service, within the jurisdiction of the Supplier or that of the Customer.

8. Rights & Obligations of the Customer

8.1 The Customer has the right to receive the Service as set out in this Contract

8.2 The Customer is obliged to

(a) allow Orders to be placed by multiple individuals within the Customer's business entity.

(b) provide a named single point of contact with oversight of, and responsibility for, the entire relationship between the Supplier and the Customer;

- (c) ensure that the named single point of contact shall co-operate with the Supplier in all matters relating to the Service;
- (d) ensure that the information provided to the Supplier, within each Instruction, is complete and accurate in all known and material respects, so as to comply with Section 6 of this Contract and so that the Supplier may supply the Service to the best of its ability;
- (e) not directly or indirectly approach any personnel of the Supplier, for the purpose of obtaining any service similar to, or in competition with, the Service provided by the Supplier, and;
- (f) inform the Supplier immediately upon receipt of any communication by the Supplier's personnel where they might suggest or Offer to provide any Service, similar to, or in competition with, the Service provided by the Supplier.
- (g) in the event that any such communication is received, the Customer agrees not to engage such personnel.
- (h) settle the Supplier's invoices in compliance with Article 9.2 of this Contract.

8.3 Legal Jurisdiction

- (a) Where legislation in the jurisdiction of the Customer might have any bearing on the performance on the Supplier, the Customer is obliged to bring this to the attention of the Supplier, within the Order and prior to the performance of the Service.
- (b) Where the Customer has not complied with this obligation and the Supplier is found to have contravened legislation in the jurisdiction of the Customer, the Customer shall indemnify the Supplier for any consequential loss, financial or reputational.

9. Consideration – Fees, Payment Terms, VAT & the Guarantee

9.1 Consideration, fundamental to the Contract

In consideration of the Supplier performing its obligations under this Contract, the Customer shall pay to the Supplier, the appropriate consideration, as set-out in the Fee Schedule, and with-in the specified payment term.

9.2 The Fee Schedule

- (a) The Supplier's fees are set out in the Fee Schedule.
- (b) The Supplier has the right to modify fees in the Fee Schedule.
- (c) The Supplier shall be bound by the fees in the Fee Schedule, on the date that an Order is received by the Supplier.

9.3 Fees for a single Order

- (a) Where an Order, placed by the Customer and received by the Supplier, concerns a single subject (person or legal entity), the initial Report delivered to the Customer shall identify the single subject and seek to fulfil any other part of the Instruction provided by the Customer, the Supplier shall apply a fee, as set out in the Fee Schedule.
- (b) Where the initial instruction requests Research on more than one Subject, the Supplier shall apply an additional fee for each additional subject, as set-out in the Fee Schedule.
- (c) Where the Customer requires further Research, either as a further instruction concerning the same Order, or as a new Order, the Supplier shall apply a fee, as set out in the Fee Schedule.

(d) For the purposes of consideration, the Supplier has the right to distinguish between a new Instruction or the continuation of an existing Order.

(e) Where a new subject is identified, as a result of the Research conducted by the Supplier within the Instruction, or any subsequent Instruction; a new Instruction shall be issued by the Customer.

9.4 Fees for a Bulk Purchase Order

(a) Concerning a Bulk Purchase Order, where a fixed quantity of Instructions is agreed over a fixed or variable term, and as agreed between the parties, either:

(i) the whole fee shall be payable in advance, or;

(ii) each Order shall be invoiced, with the payment term set out in this Contract, at the Bulk Order Purchase rate, agreed between the Parties.

9.5 The Supplier's Guarantee

(a) Concerning an Instruction with a single subject, where the Supplier is not able to report any on-line social media content relating to the subject, the fee is waived.

(b) Concerning a single Instruction with more than one subject, where the Supplier is not able to report any on-line social media content relating to any of the subjects, the fee is waived.

(c) Concerning a single Instruction with more than one subject, where the Supplier is not able to report any on-line social media content relating to all of the subjects; at the Supplier's discretion, the fee shall be partially dis-counted.

(d) Concerning a Bulk Purchase Order with multiple Instructions, where the Supplier is not able to report any on-line social media content relating to a single subject Instruction, the Instruction is void and is dis-counted from the total quantity of Instructions agreed within the aggregate of Instructions for that Bulk Order Purchase.

(e) Concerning a Bulk Purchase Order with multiple Instructions, where the Supplier is not able to report any on-line social media content relating to all of the subjects within the Instruction, at the Supplier's discretion, the value of the Instruction shall be partially dis-counted from the total quantity of Instructions agreed within the aggregate of Instructions, for that Bulk Purchase Order.

9.6 Payment Terms

(a) Upon performance of the Service, the Supplier shall raise and remit to the Customer an invoice, with an invoice Due Date, that shall be no more than 28 calendar days after delivery of the report.

(b) Where any payment within this Contract is required to be made on a day, that is not a Business Day, the invoice payment date shall be the previous Business Day.

(c) The Customer is obliged to settle the Customer's invoice with the specified term and is subject to conditions set out in Articles 9.7, 9.8 and Clause 4.3 (h).

9.7 Payments by Electronic Transfer

(a) The Customer shall instruct its banking service supplier to make payment to the Supplier by means of electronic transfer.

(b) Each Party shall pay any costs raised by their banking service supplier.

(c) Cleared funds shall arrive into the Supplier's a bank account, nominated in the Invoice raised by the Supplier, on or before the Due Date on the invoice.

(d) Where the electronic transfer is not 'same day', the Customer shall instruct its bank to make payment a

sufficient quantity of days ahead of the Due Date, so that funds are cleared in the Supplier's account on the Due Date.

9.8 Payments by Cheque

- (a) Where the Customer elects to settle the Supplier's invoice by cheque, the Customer is obliged to advise the Supplier in the Order or other Notice of Acceptance.
- (b) Where the Supplier is paid by cheque, the Supplier shall apply an administration fee (see Fee Schedule)
- (c) Where Customer's cheque is issued by a bank incorporated outside the United Kingdom, the Supplier shall apply an administration fee (see Fee Schedule)
- (d) Cheques drawn on a UK bank account shall be delivered to the Supplier, 7 calendar days before the invoice Due Date.
- (e) Cheques drawn on a bank account outside the UK, shall be delivered to the Supplier, 21 calendar days before the invoice Due Date.

9.9 Value Added Tax

- (a) All amounts payable by the Customer under this Contract and any specific Instruction are exclusive of amounts in respect of value added tax (VAT) at the prevailing rate.
- (b) Where any taxable supply for VAT purposes is made under this Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.

9.10 Late Payment

- (a) Without limiting any other right or remedy of the Supplier, where the Customer fails to make any payment due to the Supplier under this Contract and any specific Instruction, by the Due Date for payment, the Supplier shall have the right to either:
 - (b) charge interest on the overdue amount at the rate set out in the Fee Schedule that shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly, or
 - (c) terminate this Contract and seek restitution, with immediate effect, at any time after the Due Date.

9.11 Counter Payments & Set-off

- (a) The Customer shall pay all amounts due under this Contract and all specific Orders, in full and without any deduction or withholding except as required by law.
- (b) The Customer shall not be entitled to assert any credit, set-off or counter claim against the Supplier, in order to justify withholding payment of any such amount in whole or in part.
- (c) The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount transferred by the Supplier to the Customer.

10. Intellectual Property Rights

- (a) Intellectual Property Rights are defined as patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such material is conditional upon the Supplier obtaining a written licence from the relevant licensor on such terms as shall entitle the Supplier to licence such rights to the Customer.

(c) The Intellectual Property Section 10 shall survive termination of this Contract.

11. Confidentiality

(a) The Supplier shall respect, acknowledge and agree that any and all information communicated within an Order, is Confidential Information.

(b) Confidential Information is all information, including that relating to the Subject, the Customer and the Supplier or any Third party of a personal, business or technical nature, whether it is received, accessed or viewed in writing, visually, electronically or spoken and heard.

(c) The Supplier warrants that there shall be no duplication or disclosure of any such Confidential Information to any person, other than to its own employee or associate company, where the same requires such information for the performance of the Service, unless such duplication or disclosure is specifically authorised by the Customer or is required by the operation of law.

(d) Confidential Information does not include information which at the time of disclosure is, or comes into, the public domain (other than by the unauthorised act of the Disclosing Party).

(e) The Supplier shall take all reasonable steps to ensure that its employees, and employees within associate companies maintain, with no limitation, the confidence of all Confidential Information.

(f) Specifically, the Supplier shall restrict disclosure of such confidential information to its employees, and employees within associate companies, as 'need to know', for the purpose of discharging its obligations under this Contract, and shall ensure that such employees, and employees within associate companies, are subject to obligations of confidentiality.

(g) The Customer has no right to publicise the use of the Supplier's service unless agreed in writing with the Supplier.

(h) The Supplier has no right to publicise a relationship with the Customer, unless agreed in writing by both Parties.

(i) The confidentiality Section 11 shall survive termination of this Contract.

12. Limitation of Liability, Insurance & Indemnity

12.1 Exclusions of Liability

Nothing in this Contract shall limit or exclude the liability of the Supplier for:

(a) death or personal injury caused by its negligence, or the negligence of its employees and Third Parties.

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Insurance

The Supplier shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance. This insurance shall cover the activities of any Third Party or associate company delivering the Service on behalf of the Supplier.

12.3 Indemnity

Where the Customer has complied to the full extent with Section 6, the Supplier shall indemnify the Customer in the event of negligent Research that leads to a significant mis-representation within a report supplied to the Customer.

12.3.1 Where the Customer is not fully compliant with Section 6, there shall be no liability on the part of the Supplier and there shall be no opportunity for the Customer to seek compensation from the Supplier.

12.4 Negligence on the part of the Supplier

Where the Supplier is clearly negligent in its duty and does provide a significant mis-representation, any single claim against the Supplier shall be limited to damages no greater than the Supplier's Indemnity insurance of £500,000.

12.5 Statutory Exclusions

Except, as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

12.6 Survivability

The Limitation of Liability, Insurance & Indemnity clause shall survive termination of this Contract.

13. Cancellation, Default & Termination

13.1 Cancellation by the Customer

(a) Where a Customer cancels the Service, and where any research as a result of a Customer Instruction is on-going, the Supplier shall terminate the research.

(b) The Supplier shall have the right to invoice for the Service performed under that Instruction.

13.2 Customer Default

(a) Where any act or omission by the Customer or failure by the Customer to perform any relevant obligation under the Contract, so that the performance of the Supplier is prevented or delayed, this is a 'Customer Default'.

(b) A Customer Default shall deny the Customer of fundamental rights within this Contract, specifically, the right to receive a Service from the Supplier.

(c) the Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent that the Customer Default prevents or delays the Supplier's performance of any of its obligations.

(d) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer Default arising directly or indirectly from the Supplier's failure, or delay, to perform any of its obligations as set out in Section 6 of this Contract.

(e) the Customer shall reimburse the Supplier, on written demand, for any costs or losses sustained or

incurred by the Supplier arising directly or indirectly from the Customer Default.

(f) Customer Default may permit the Supplier to reject an Instruction or to Terminate this Contract.

13.3 Termination

(a) Where one Party commits a material breach of this Contract, the other Party, without limiting its other rights or remedies, may terminate this Contract with immediate effect, by written notice to the Party in breach.

(b) Where it is possible to remedy the breach, the Party in breach has 28 days in which to furnish the remedy and during this term, the Termination is set aside.

(c) Where the remedy fails, the Termination of this Contract is enforceable from the date of the original notice of Termination.

(d) Without limiting its other rights or remedies, each Party shall have the right to terminate this Contract by giving the other Party' written Notice.

(e) Without limiting its other rights or remedies, the Supplier shall have the right to suspend or terminate performance of this Contract, where the Customer fails to meet the obligations set out in Section 8 of this Contract.

14. Consequences Of Termination

On termination of the Contract for any reason:

(a) the Customer, notwithstanding Clause 13.3 (b) shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and, where applicable any interest and,

(b) in respect of Services supplied and where no invoice has been raised, the Supplier shall raise and remit an invoice, which shall be payable by the Customer, immediately on receipt;

(c) the accrued rights, remedies, obligations and liabilities of the Parties at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Force Majeur

(a) The Supplier shall be entitled to delay or cancel delivery of any services or to reduce the amount of service delivered where it is prevented from or hindered or delayed in the provision of services through any circumstances beyond its reasonable control; including strike, lock-out or other industrial dispute (whether involving the workforce of the Supplier or any other party), accident, war, government agency action, compliance with any law or governmental order, rule, regulation or direction, national emergency, act of terrorism, threat of terrorism, protest, riot, civil commotion, malicious damage, explosion, flood, epidemic, fire, storm, earthquake, tsunami, wrongful arrest, failure of a utility service, including internet access or transport network, breakdown of plant or machinery or default of its Third Parties.

(b) Concerning the matter of internet access, the supplier is obliged to maintain at least two independent supply contracts for internet access for the purposes of research.

(c) The Supplier may claim relief from liability for failure to meet its obligations under this Contract for as long as and to the extent that the performance of those obligations is directly affected by a force majeure Event.

(d) Where a force majeure event prevents the Supplier from providing the Service, the Supplier shall, without

limiting its other rights or remedies, have the right to suspend or terminate this Contract immediately by any voice communication, messaging service or any other written notice to the Customer.

16. Assignment and Subcontracting

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Contract and may subcontract or delegate in any manner any or all of its obligations under this Contract to any Third Party. See Section 21.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

17. Notices

(a) Any Notice that is an Order for Service and a or other communication remitted to a Party under or in connection with this Contract, except concerning Section 15 clause (c), shall be in writing and shall be delivered to the other Party through the Supplier's CRM, by e-mail, or other electronic means agreed by the Parties.

(b) Where a party should prefer to remit a Notice through facsimile, courier or other recognised postal service to the receiving Party's principal place of business, or sent by fax to the receiving Party's main fax number, the communication must be sent by e-mail in advance of the non-electronic communication.

(c) Where a document is uploaded to the Supplier's CRM, the other party shall notify the recipient of the upload by e-mail or another method that receives acknowledgement by the recipient to the sender.

(d) Any non-electronic Notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission, or if mailed by prepaid airmail, on the tenth business day after posting.

(e) where transmitted by e-mail, the communication shall be deemed to have been duly received where there is no delivery error message or bounce back from the recipient's mail server. The sender shall not be required to rely on a delivery receipt or any other successful transmission report.

(f) This Section 17 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt Notice given under this Contract shall be validly served if sent by e-mail.

(g) A Notice maybe signed by an authorised person and where an e-mail or other document, including this Contract is not signed, it shall possess legal authority by it's very existence and receipt by the other party.

18. Waiver

(a) A waiver of any right under this Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

(b) No failure or delay by a Party in exercising any right or remedy under this Contract or by law, shall constitute a waiver of this Section 18, or of any other right or remedy, nor shall it preclude or restrict its further exercise.

(c) No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(d) Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

19. Severance

(a) Where a court or any other competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

(b) Where any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal, and where that provision might be set aside, the provision shall apply with the minimal and reasonable modification necessary to make it legal, valid and enforceable.

20. Relationship of the Parties

(a) Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party as the agent of another Party for any purpose.

(b) No Party shall have authority to act as agent for, or to bind, the other Party in any way other than those explicit in this contract.

(c) The Supplier has the right to engage a Third Party to represent the Supplier and to invite the Customer to treat.

21. Third Parties

(a) A person who is not a Party to this Contract shall not have any rights under or in connection with this Contract.

(b) The Supplier shall be entitled to perform any of the obligations undertaken by it through any other member of its associated companies or through any suitably qualified, experienced and skilled sub-contractor.

(c) Any act or omission by a Third Party shall, for the purposes of this Contract, be deemed to be an act or omission of the Supplier.

(d) No part of this Contract is intended to confer rights on any Third Party and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22. Variation & Versioning

(a) The Supplier may at any time, make any variation to this contract, including the introduction of any additional terms and conditions.

(b) The variation shall incur a version number that shall reflect the magnitude of the variation. (c) Where a variation to the substance of a clause is introduced into this Contract, a prime number amendment shall be applied to the version.

(d) Where a variation is a correction with no substantive effect, such as a correction of spelling or grammar, the version amendment shall incur a decimal number.

(e) Each Instruction shall pertain to the prevailing version of this Contract at the issue date of the Instruction.

(f) The Customer may view the current version of this Contract by following the link in the signature file of any e-mail remitted by an employee of the Supplier.

- (g) The Supplier may advise the Customer's nominated representative of any variation to this Contract and make available the current version.
- (h) Where the Customer has not nominated a representative, the Supplier is not obliged to advise the Customer of any variation or new version to this Contract.
- (i) The Customer may view the current version of this Contract upon request.
- (j) The Parties shall agree, in writing, that a variation to this Contract shall apply to a specific Order or Bulk Purchase Order.
- (k) The Commencement Date does not in any way, prohibit the Supplier from applying a variation to this Contract, that shall be enforceable to all subsequent Orders, except for those within a Bulk Purchase Order.
- (l) So that the Supplier has the right to vary this Contract, and that subsequent to the date of variation, the Customer shall be bound by that variation.
- (m) The Supplier is obliged to publish the current version of this Contract on its website
- (n) The Supplier is obliged to provide a link to the current version of this Contract in the footer of all e-mail communication
- (o) The Supplier is obliged to store, all previous version of this contract.
- (p) The Customer has the right to demand from the Customer a previous version of this Contract that might be valid at the time that an Order was received by the Supplier.

23. Singular & Entire Agreements

- (a) This Contract is the basis of the agreement between the Parties.
- (b) This Contract, where combined with any Order remitted by the Customer and received by the Supplier, and any invoice raised by the Supplier and consideration on the part of the Customer, shall comprise a singular agreement, between the Parties with respect to its subject matter.
- (c) This Contract, where combined with all Orders remitted by the Customer and received by the Supplier, and all invoices raised by the Supplier and consideration on the part of the Customer, shall comprise of the entire agreement, between the Parties.
- (d) The Parties acknowledge that this Contract does not allow either Party to rely on any representation, warranty or other provision, except as expressly provided in the Contract and within any specific Order that is governed by this Contract.

24. Governing Law, Jurisdiction and Dispute Resolution

Within this Contract and concerning any dispute or claim arising out of, or in connection with, a specific Order, and disputes both implied by contract or explicit, and any consequent claim, shall be governed by, and construed in accordance with, English law.

- (a) The parties irrevocably submit to the exclusive jurisdiction of recognised mediation services and the courts of England and Wales.
- (b) The jurisdiction of this contract applies to legal entities and naturalised persons in any jurisdiction.
- (c) The Parties shall attempt to resolve any dispute arising out of or relating to this Contract and any pursuant Order, through negotiations between their appointed representatives who have the authority to settle such disputes.

25. Relevant Documents

[Fee Schedule](#)

[Qwarie Statement of Compliance & Standard Operating Procedures](#)

-/end