

PEOPLEFLUENT
PROFESSIONAL SERVICES AGREEMENT

Standard Terms and Conditions Schedule

This PeopleFluent Professional Services Agreement is entered into by and between the PeopleFluent group company identified in the Statement of Work (defined below) (“PeopleFluent”) and the Client (“Client”) being the organisation specified in the Statement of Work that has requested various Professional Services (defined below) from PeopleFluent and describes the terms and conditions pursuant to which PeopleFluent will provide those Professional Services to the Client. For the avoidance of doubt, effective October 2018, the NetDimensions group of companies has become part of the PeopleFluent group of companies, and all current and former NetDimensions entities are now doing business under the name PeopleFluent, provided that the products NetDimensions LMS and NetDimensions Analytics shall continue to be used by PeopleFluent.

1. DEFINITIONS

The following terms shall have the following meanings:-

“Agreement”	this agreement entered into by and between PeopleFluent and the Client, comprising a Statement of Work, the Conditions (defined below) and any other attachments, schedules or appendices attached to this Agreement and incorporated into it by express reference;
“Change Order”	has the meaning set out in Condition 4;
“Charges”	the fees and expenses payable for the supply of the Professional Services as set out in the Statement of Work and any other amounts payable in accordance with this Agreement;
“Conditions”	the terms and conditions set out in this Schedule;
“Intellectual Property Rights”	means copyrights, patents, rights to patent, utility models, trade marks and service marks (whether or not registered), trade and business names (including Internet domain names and email address names), design rights (whether registered or unregistered), database rights, trade secrets, know-how, unpatented inventions and any other intellectual property rights in any relevant jurisdiction;
“Professional Services”	the services described in the Statement of Work to be provided by PeopleFluent to Client pursuant to this Agreement;

“Professional Services Commencement Date”	the date for commencement of the Professional Services, as set out in the Statement of Work or, where no date is specified, the date the Professional Services are actually commenced; and
“Statement of Work”	PeopleFluent’s offer or order form, statement of work, or any other document including a description of the Professional Services and agreed pursuant to Condition 3.

2. CONDITIONS APPLICABLE

- 2.1. Where an express, written amendment is made in the Statement of Work to these Conditions, these Conditions shall be deemed amended, as appropriate. However, such amendment shall apply only to the specific Statement of Work where the amendment is referred to and not to any other Statement of Work agreed between the parties. No (other) variation to these Conditions shall be applicable unless agreed in writing by a legal representative of PeopleFluent and by the Client.
- 2.2. This Agreement constitutes the entire agreement between PeopleFluent and the Client in relation to the Professional Services and supersedes any previous agreement, arrangement or understanding, whether written or otherwise, between PeopleFluent and the Client in relation to the Professional Services. All other terms and conditions, express or implied by statute or otherwise, even where specified in the Client’s purchase order, confirmation of order or otherwise, are excluded to the fullest extent permitted by law. If there is any conflict between these Conditions, the Statement of Work and any other part of this Agreement, the documents shall take priority as follows:
 - 2.2.1. the Statement of Work;
 - 2.2.2. these Conditions;
 - 2.2.3. any other part of this Agreement.

3. STATEMENT OF WORK

A Statement of Work is agreed by mutual agreement between the parties, and can be in physical form or in electronic or click-wrap form. This Agreement shall come into effect upon execution of a Statement of Work (which, for the avoidance of doubt can include clicking on an “I Accept” or similar button, submitting the applicable document electronically, signing and transmission by email, or other agreed method).

4. CHANGE ORDER

- 4.1. A change to the Professional Services (“Change Order”) can be requested by either the Client or PeopleFluent when either party believes that:
 - 4.1.1. a change to the originally stated requirements will require extra work/deliverables to deliver those requirements over and above that stated in the existing scope of the Professional Services as defined in the Statement of Work; and/or

- 4.1.2. a change in the volume of deliverables/items/activities which will require extra work to deliver which is over and above that stated in the existing scope of the Professional Services under the applicable Statement of Work; and/or
 - 4.1.3. there is a failure by either of the parties to deliver on their respective commitments, as set out in the Statement of Work and/or this Agreement which causes the other party to incur costs that could not reasonably have been anticipated.
 - 4.2. Either the Client or PeopleFluent, as applicable, will raise a draft Change Order which will be submitted either to the nominated project manager (where applicable) or, by lack of a nominated project manager, the account manager from PeopleFluent or to the nominated project manager or sponsor of the project on the Client side.
 - 4.3. The draft Change Order should normally contain, amongst such other information as may reasonably be considered appropriate by the party drafting it:
 - 4.3.1. sufficient information for an informed estimate to be made of the extra or amended effort required and, where applicable, associated costs;
 - 4.3.2. a rationale as to why this change is valid and should not be considered a part of the Professional Services as set out in the Statement of Work; and
 - 4.3.3. a determination of the consequence of the Change Order not being agreed and actioned.
 - 4.4. Upon the creation/receipt of a draft Change Order, PeopleFluent will, without undue delay, schedule a (remote or on-site, as deemed appropriate by it) meeting with the nominated sponsor of the project on the Client side.
 - 4.5. At that meeting (and subsequent meetings if required) the Change Order will be discussed and an agreement shall be reached whether to:
 - 4.5.1. progress with the change as specified;
 - 4.5.2. progress with a request for a revised Change Order; or
 - 4.5.3. agree not to progress the Change Order.
 - 4.6. Once agreement has been reached on progressing the Change Order, PeopleFluent will be responsible for the issuing of a final, fully costed and scheduled Change Order to the Statement of Work which is to be promptly signed by both parties and will form part of this Agreement.

- 4.7. No work relating to the Change Order will be executed prior to the Change Order being signed by both parties unless agreed otherwise.
- 4.8. PeopleFluent will use reasonable efforts to accommodate the extra work required within the original (target) timescales but the Client acknowledges that this may not always be possible and any slippages to original dates or (target) timescales will be communicated by PeopleFluent to the Client.
- 4.9. Where the parties do not agree on a Change Order, PeopleFluent shall have no obligation to proceed with the Change Order.

5. THE PROFESSIONAL SERVICES

- 5.1. The Client shall have a valid applicable PeopleFluent software (Software-as-a-Service/subscription) licence in place prior to the start of any Professional Services.
- 5.2. The Client shall at its own expense provide PeopleFluent with all necessary documents or other materials, all data or other information requested by PeopleFluent, and access to all personnel under the Client's authority necessary for the proper performance of the Agreement and the Professional Services, within sufficient time to enable PeopleFluent to provide the Professional Services in accordance with the Agreement.
- 5.3. Any time period quoted for completion/delivery of the Professional Services shall be calculated from the Professional Services Commencement Date.
- 5.4. PeopleFluent may perform the Professional Services through a group company, contractor or subcontractor, as PeopleFluent sees fit, provided that it shall remain responsible for all acts and omissions of such group company, contractor or subcontractor in relation to the Professional Services as if it had performed the applicable Professional Services itself.
- 5.5. PeopleFluent will be available to provide the Professional Services during the times specified in the Statement of Work (if applicable). While PeopleFluent will make commercially reasonable efforts to effect performance of the Professional Services in accordance with any time-scales set out in the Statement of Work or as otherwise agreed in writing by PeopleFluent, no condition or warranty as to time of completion or delivery is given by PeopleFluent and PeopleFluent does not accept liability, nor shall it be liable, for any loss or damage occasioned by delay in delivery howsoever caused, and any time stated for completion or delivery shall not be a term of this Agreement but shall be an estimate only.
- 5.6. Unless it has been expressly agreed in writing between PeopleFluent and the Client that the personnel engaged in the provision of the Professional Services shall provide the Professional Services on an exclusive basis until completion of the applicable Professional Services, PeopleFluent reserves the right to use such staff on other tasks or other projects as required by PeopleFluent and

otherwise to change, replace or substitute the staff involved in the Professional Services as PeopleFluent sees fit.

5.7. The scope of the Professional Services shall be as set out in the Statement of Work or as otherwise agreed in writing by the parties. Where any changes to the Professional Services are requested, the provisions of Condition 4 shall apply.

5.8. Where the Professional Services include or comprise training, it is the Client's responsibility to ensure that suitable operatives are made available to undergo such training at the times agreed between the parties. The Client will provide all necessary resources for training including suitable classrooms, AV equipment, laptops and/or desktops for participants, and suitable Internet connections for the duration of the training. The following cancellation terms shall in such case also apply:

5.8.1. All scheduled (public) virtual training courses are subject to the following cancellation conditions which must be given in writing:

5.8.1.1. Up to fifteen (15) days before the start of the course:

5.8.1.1.1. A place (or places) booked on a scheduled virtual training courses may be cancelled or the date changed at no cost;

5.8.1.1.2. A substitute attendee may be nominated for a place booked, at no additional cost;

5.8.1.2. Within fourteen (14) days of the start of the course:

5.8.1.2.1. A substitute attendee may be nominated for a place booked, at no additional cost;

5.8.1.2.2. 100% of the cost is payable if a place is cancelled;

5.8.1.2.3. Changing the date of attendance constitutes cancellation.

5.8.2. All single-company training courses (virtual and on-site) are subject to the following cancellation conditions which must be given in writing:

5.8.2.1. Up to fifteen (15) days before the start of the course:

5.8.2.1.1. The course may be cancelled or the dates changed, at no cost;

5.8.2.1.2. The number of attendees booked can be adjusted, subject to any minimum that applies to that course;

5.8.2.1.3. If non-refundable travel or other expenses have been incurred, these will be invoiced at cost;

5.8.2.2. Within fourteen (14) days of the start of the course:

5.8.2.2.1. 100% of the cost is payable if the course is cancelled;

5.8.2.2.2. Substitute attendees may be nominated for any or all of the places on the course, at no additional cost;

5.8.2.2.3. The cost of all attendees booked will be payable, whether or not they attend;

- 5.8.2.2.4. Changing the date of the course constitutes cancellation;
- 5.8.2.2.5. If non-refundable travel or other expenses have been incurred, these will be invoiced at cost.

5.8.3. PeopleFluent reserves the right, without accepting any associated liability, to cancel any booked (public) virtual training course or single-company training course:

- 5.8.3.1. that does not meet minimum registration requirements as determined by PeopleFluent in its sole discretion, with a minimum of seventy (72) hours' notice prior to the scheduled date of such training course;
- 5.8.3.2. at any point of time, in the case of the occurrence of any unforeseen circumstances reasonably preventing PeopleFluent from performing the training course, including, but not limited to, weather, acts of God, accidents, embargoes, acts of civil or military authority, and any other incident beyond PeopleFluent' control.

Should PeopleFluent cancel a training course in accordance with this clause, PeopleFluent will either, at its sole discretion, re-schedule a registered attendee to the next available same training course, or offer a registered attendee alternative, similar training course options, such as virtual delivery of the training course in lieu of on-site delivery, each time as to be promptly communicated by PeopleFluent to the client.

5.8.4. PeopleFluent each time offers a training course (multi-day training courses included) as a single occurrence. A registered attendee is expected to attend all sessions associated with the single occurrence of the training course. A registered attendee that is unable to attend all sessions associated with the single occurrence is not entitled to attend any missed sessions during a separate, next occurrence of such training course. No refunds will be provided for registered attendees unable to attend any sessions associated with the single occurrence of the training course.

5.8.5. Attendees for a training session (on premise or virtual) include both those participating in exercises and those viewing and listening. If additional attendees are identified during the session, an invoice will be issued following the session for such additional attendees in accordance with PeopleFluent' applicable list prices.

6. PAYMENT AND CHARGES

- 6.1. The Client will pay the Charges and any additional sums which are agreed by the parties for the provision of the Professional Services within 30 (thirty) days of the date of PeopleFluent' invoice, unless otherwise specified in the Statement of Work or otherwise agreed in writing.
- 6.2. All charges quoted by PeopleFluent are exclusive of any Value Added Tax and any other applicable local, regional or national taxes, levies or charges, for

which the Client will be additionally liable at the rate applicable at the date of PeopleFluent' invoice.

- 6.3. Unless otherwise agreed by PeopleFluent in writing or specified in the Statement of Work, the Charges are exclusive of travelling, subsistence and out-of-pocket expenses incurred in performing the Professional Services, which expenses will be added to PeopleFluent's invoices and appropriate receipts furnished to the Client.
- 6.4. Where Charges due to PeopleFluent have not been received in accordance with the Statement of Work, PeopleFluent will be entitled to:
 - 6.4.1. suspend the Professional Services or, at its option, terminate the Agreement and the delivery of the Professional Services; and/or
 - 6.4.2. charge interest on the outstanding Charges (both before and after any judgment) at the rate of 1.5% per month over the outstanding amount, compounded monthly, from the due date until the outstanding amount is paid in full.

7. INTELLECTUAL PROPERTY RIGHTS

Subject to payment in full of all Charges due to it, PeopleFluent undertakes to grant to the Client, a royalty-free, non-exclusive, non-sub-licensable and non-transferable license to use the output of the Professional Services for the Client's own internal business purposes and only for the duration of, and in connection with any Software-as-a-Service/subscription services, hosting services or license agreement agreed between PeopleFluent and the Client. All Intellectual Property Rights in the output of the Professional Services shall at all times remain with and vest in PeopleFluent. Support and/or maintenance for any output of Professional Services is not included as part of any Professional Services, *except* where expressly stated otherwise in the relevant Statement of Work. Where it is agreed in the Statement of Work that the output of the Professional Services comprises a modification to the core software code of any PeopleFluent software application, such output shall be included in, and become part of such future release(s) of such PeopleFluent software application as determined by PeopleFluent in its sole discretion, *provided however* that support and/or maintenance for such modification to the core code of such PeopleFluent software application beyond the warranty period as stated in these terms shall be expressly excluded, unless expressly agreed otherwise in writing. In the case the NetDimensions LMS, a modification to the core software code of the NetDimensions LMS generally refers to an agreed functional customisation of the NetDimensions LMS, and does not include such Professional Services as the development or modification of widgets that work in conjunction with the NetDimensions LMS, any scripting to automate tasks within the NetDimensions LMS, the amendment or modification of any Structured Query Language (SQL) report statements via the advanced features of the NetDimensions LMS, and/or the amendment or modification of the NetDimensions LMS report-wizard.xml for the inclusion of additional tables and/or columns in the NetDimensions LMS.

8. CONTRACT MANAGEMENT

- 8.1. The Client shall nominate a (project) manager who shall be authorised to supervise and liaise with PeopleFluent's personnel engaged in the provision of the Professional Services.
- 8.2. Where stated in a Statement of Work, PeopleFluent shall nominate a project manager who shall be authorised to agree on PeopleFluent's behalf any operational matters relating to the provision of the Professional Services provided always that no proposed variation to these Conditions or this Agreement shall be binding upon PeopleFluent unless agreed in writing by a legal representative of PeopleFluent.

9. WARRANTY

- 9.1. Subject to the exceptions set out in this Condition and the limitation of liability provisions in Condition 10, PeopleFluent warrants that it will perform the Professional Services with reasonable skill and care and that the output of the Professional Services when properly used in accordance with PeopleFluent's instructions and any instructions in the Statement of Work, shall provide the facilities and/or functions described in the Statement of Work for a period of 90 days from delivery of the applicable Professional Services.
- 9.2. PeopleFluent does not warrant that the operation of the output of the Professional Services shall be uninterrupted or error-free.
- 9.3. The warranty at Condition 9.1 is subject to the Client giving PeopleFluent notice as soon as reasonably practicable upon becoming aware of or suspecting any breach of warranty. When notifying PeopleFluent of such a breach of warranty, the Client shall provide PeopleFluent with such documented information, details and assistance as PeopleFluent may reasonably request. PeopleFluent undertakes to use reasonable endeavours to remedy, free of charge to the Client, any breach of warranty so notified to PeopleFluent in accordance with this Condition 9. This states PeopleFluent's sole liability and the Client's sole remedy for a breach of the warranty at Condition 9.1.
- 9.4. EXCEPT AS SET OUT ABOVE IN CONDITION 9.1 AND TO THE EXTENT PERMITTED BY LAW, PEOPLEFLUENT EXCLUDES ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS AS TO THE PROFESSIONAL SERVICES AND ANY OUTPUT OF THE PROFESSIONAL SERVICES (EXPRESS OR IMPLIED), TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.5. PeopleFluent shall not be liable to the Client for any breach of any warranty or for the breach of any Condition unless it is given a reasonable opportunity after receiving the notice to remedy the breach.

- 9.6. If the alleged breach of warranty is found, upon investigation by PeopleFluent, not to have been the result of any breach of warranty under Condition 9.1, PeopleFluent shall be entitled to charge for all reasonable costs and expenses incurred by it in the course of, or in consequence of such investigation.
- 9.7. PeopleFluent shall not, in any event or under any circumstances, be liable to remedy any breach arising from or caused by any modification (whether by way or alteration, deletion, addition or otherwise) made to any part of the output of the Professional Services by persons other than PeopleFluent, except where such alterations, deletions, additions or otherwise were carried out at PeopleFluent' explicit direction.

10. LIMITATION OF LIABILITY

- 10.1. SUBJECT TO CONDITION 10.2, THE FOLLOWING PROVISIONS SET OUT PEOPLEFLUENT'S ENTIRE AGGREGATE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO THE CLIENT IN RESPECT OF:
 - 10.1.1. ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THE AGREEMENT;
 - 10.1.2. ANY BREACH OF ANY WARRANTY UNDER THE AGREEMENT;
 - 10.1.3. ANY REPRESENTATION, STATEMENT, TORTIOUS ACT OR OMISSION INCLUDING NEGLIGENCE ARISING UNDER THE AGREEMENT; AND
 - 10.1.4. ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT.
- 10.2. PEOPLEFLUENT'S LIABILITY TO THE CLIENT FOR DEATH OR PERSONAL INJURY FROM PEOPLEFLUENT'S, OR THAT OF ITS EMPLOYEES' OR AUTHORISED AGENTS' NEGLIGENCE WHILE ACTING IN THE COURSE OF THE PROFESSIONAL SERVICES, OR IN RESPECT OF ANY FRAUD, SHALL NOT BE LIMITED.
- 10.3. SUBJECT AS PROVIDED IN THIS CONDITION 10, PEOPLEFLUENT'S (INCLUDING ANY GROUP COMPANIES, CONTRACTORS AND SUBCONTRACTORS INVOLVED IN THE PERFORMANCE OF THE PROFESSIONAL SERVICES) TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) MISREPRESENTATION (OTHER THAN FRAUDULENT) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PERFORMANCE OF THE PROFESSIONAL SERVICES SHALL NOT EXCEED THE LESSER OF (I) THE CHARGES PAID FOR THE PROFESSIONAL SERVICES UNDER THE APPLICABLE STATEMENT OF WORK, AND (II) US\$100,000 IN RESPECT OF ANY

ONE CLAIM OR SERIES OF CLAIMS ARISING OUT OF THE SAME INCIDENT.

- 10.4. PEOPLEFLUENT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE CLIENT FOR ANY LOSS OF REVENUE, BUSINESS CONTRACTS, ACTUAL OR ANTICIPATED SAVINGS, PROFITS, DATA OR INFORMATION, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY, EVEN IF PEOPLEFLUENT HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.
- 10.5. PEOPLEFLUENT SHALL HAVE NO LIABILITY TO THE CLIENT FOR ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION ARISING FROM ANY INSTRUCTIONS SUPPLIED TO PEOPLEFLUENT BY THE CLIENT WHICH ARE INCOMPLETE, INCORRECT, INACCURATE, ILLEGIBLE, OUT OF SEQUENCE OR IN THE WRONG FORM, OR ARISING FROM THEIR LATE ARRIVAL OR NON-ARRIVAL, OR ANY OTHER FAULT OF THE CLIENT.
- 10.6. The provisions of this Condition 10 shall continue to apply notwithstanding the termination or expiry of the Agreement for any reason whatsoever.
- 10.7. A party shall not be liable to the other party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that party's obligations in relation to the Agreement, if the delay or failure was due to any cause beyond that party's reasonable control.
- 10.8. The causes beyond a party's reasonable control referred to in Condition 10.7 shall include, but not be limited to, any act of God, action by any government, parliamentary or local authority, import or export regulations, or strike, lockout, breakdown of equipment or machinery, power failure, interruption to power supply, fire, accident, shortage or unavailability of raw materials.
- 10.9. Each party agrees to notify the other in writing of its inability to meet its obligations in relation to the Professional Services for the reasons set out in Conditions 10.7 and 10.8. Any time estimate or fixed date agreed for completion of the Professional Services shall be extended by the length of the delay, but if the delay extends beyond sixty days either party will have the right to cancel the Agreement without compensation having advised the other party in writing of its intention to do so.

11. INDEMNITY

- 11.1 PeopleFluent shall indemnify and keep the Client indemnified and defend the Client against any claims made against the Client by a third party that the output of the Professional Services infringes the copyright, trademark or confidential information of that third party.

- 11.2 The Client shall indemnify and keep PeopleFluent indemnified against any loss, action, cost, expense, damage or claim incurred or suffered by PeopleFluent as a result of PeopleFluent incorporating any material or data supplied by the Client into the input or output of any Professional Services following the Client's instructions or the Client not having the necessary consents, authorisations, licences or permissions in place to be able to receive or use the Professional Services properly.

12. CONFIDENTIALITY AND NON-SOLICITATION

- 12.1. Each party may have access to confidential information of the other party under the Agreement ("Confidential Information"). A party's Confidential Information shall not include information that:
- 12.1.1. is or becomes publicly known through no act or omission of the receiving party; or
 - 12.1.2. was in the receiving party's lawful possession prior to the disclosure; or
 - 12.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 12.1.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
 - 12.1.5. is required to be disclosed pursuant to the rules of any listing authority or recognised stock exchange on which the shares of that party or any company in its group are listed.
- 12.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 12.3. Each party agrees to take reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 12.4. Neither party during the period of the provision of the Professional Services and for a period of 6 months after expiry or termination, howsoever caused, thereof, shall solicit, engage or offer engagement to any person employed by or acting on behalf of the other party who was assigned to provide services in connection with the Agreement. For the purposes of this Condition, "solicit" means the soliciting of such person with a view to engaging such person as an employee, director, sub-contractor or independent contractor and "engage" and "engagement" shall be construed accordingly.
- 12.5. On termination of this Agreement or the Professional Services for any reason, each party shall promptly return all Confidential Information of the other, or at

the discretion of the party whose Confidential Information it is, destroy it and confirm in writing that this has been done.

13. TERMINATION

13.1. Either party shall have the right (without prejudice to any other right or remedy) to terminate the Professional Services and Agreement by notice in writing to the other party with immediate effect if any of the following occurs:

13.1.1. a liquidator, (other than for the purpose of solvent amalgamation or reconstruction) administrator, administrative receiver or receiver is appointed in respect of the whole or part of the other party's assets and/or undertaking or the other party enters into an arrangement or composition with its creditors, or if the other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as may be amended from time to time) (or any equivalent national legislation if the other party is a foreign person, firm or company) or other circumstances arise which entitle the court of a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to the other party;

13.1.2. a party fails to make any payment when it becomes due under this Agreement to the other party;

13.1.3. a party discovers, or in its reasonable opinion, suspects, that there has been any fraud or attempted fraud or any other criminal offence by the other party in connection with the Professional Services; and/or

13.1.4. if the other party defaults in due performance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within a reasonable period of time (not being less than 30 days) specified by the other in such notice.

13.2. If the Agreement is terminated by PeopleFluent pursuant to Conditions 13.1, then notwithstanding such termination, the Client shall forthwith pay to PeopleFluent all arrears of Charges payable under the Agreement (if any) up to the date of termination and the Charges in respect of all Professional Services delivered up to the date of termination.

14. NOTICE

14.1. Any notice to be given under the Agreement shall be in writing and shall be deemed to have been given if left or sent by hand or by registered post, or by facsimile or such other electronic media which may from time to time be agreed by the parties to a party at the address or facsimile number or email address set out in the Statement of Work or such other (email) address or facsimile number as one party may from time to time designate by written notice to the other.

14.2. Any such notice or other document shall be deemed to have been received by the addressee three working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by facsimile or other electronic means, unless notice of a failed delivery is received or the transmission reports shows that the transmission failed.

14.3. All notices served under the Agreement shall be in the English language.

15. WAIVER

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provisions.

16. SEVERABILITY

If any provision, or part thereof, of the Agreement shall be held, by any competent authority, to be invalid or unenforceable, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected, provided that if the effect of the deletion of the invalid or unenforceable provision is to materially change the nature of the Agreement or the rights or obligations of either the Client or PeopleFluent in respect thereof, the parties shall use all reasonable endeavours to agree a valid or enforceable amendment to these Conditions to reflect as closely as possible their original intentions pursuant to the invalid or unenforceable provision.

17. STATUS OF THE PARTIES

PeopleFluent shall provide the Professional Services as an independent contractor and not as agent, partner, joint venturer or otherwise. Neither party shall have any authority or hold itself out as having any such authority to enter into any commitment or contract, whether expressly or by implication, in the name of or on behalf of the other party without the other party's prior written consent.

18. JURISDICTION

The Agreement shall be governed by and interpreted in accordance with the laws of Delaware, without regard to its conflicts of law principles or to the United Nations Convention on the International Sale of Goods. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the courts of Delaware over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby. This Agreement, and any communications or disputes concerning this Agreement shall be in the English language.

19. PUBLICITY

PeopleFluent shall not include the Client's name in its portfolio of clients without the Client's prior written consent.

20. RIGHTS OF THIRD PARTIES

No term of the Agreement shall be enforceable by a third party.

21. ASSIGNMENT

PeopleFluent reserves the right to assign or novate the benefit and burden of the Agreement and to sub-contract all or any part of the Professional Services. The Client may not assign, transfer, charge, put into trust or otherwise deal with the Agreement and the rights granted to it under the Agreement without PeopleFluent' express prior written consent.

22. ANTI-BRIBERY AND CORRUPTION

22.1. Each party to this Agreement:

22.1.1. 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 (the "Act") and the Modern Slavery Act 2015 (together also referred to as the "Relevant Requirements");

22.1.2. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 is such activity, practice or conduct had been carried out in the UK;

22.1.3. has and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Act to ensure compliance with the Relevant Requirements;

22.1.4. has not, and no associated person has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction;

22.1.5. shall immediately notify the other party in writing if a foreign direct official becomes and officer or employee or it acquires a direct interest in it and warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Professional Services Commencement Date;

22.1.6. has taken all reasonable steps to ensure that there is no modern slavery or human trafficking in its supply chain or any part of its business and otherwise complies with the requirements of the Modern Slavery Act 2015; and

22.1.7. upon request, will certify to the other party in writing signed by one of its officers, compliance with this Condition 22 by it and all persons associated with it.

22.2. For the purposes of this Condition 22, 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 Act (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of the Act and section 8 of the Act respectively.