1. Interpretation:

a. Definitions. In these Conditions, the following definitions apply:

b. Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

c. Charges: the charges payable by the Client for the supply of the Services in accordance with clause 8.

d. Commencement Date: has the meaning set out in clause 2.b.

e. Conditions: these terms and conditions as amended from time to time in accordance with clause 15.h.

f. Content: means materials which may include data, information, media content, features, products, services, advertisements, promotions, links, pointers, technology, software and databases for publication on the Website (including without limitation, literary, text, artistic, graphical, audio and visual content), including any publication or information created as a result of the Services;

g. Contract: the contract between the Developer and the Client for the supply of Goods and/or Services in accordance with these Conditions, consisting of the Agreement between the parties, the Proposal and the Order, as accepted in accordance with clause 2.b.

h. Client: the person or firm who purchases Services from the Developer.

i. Deliverables: the deliverables set out in the Order produced by the Developer for the Client, including the Products.

j. Developer: Software Major of 29th Floor, 1 Canada Sq, Canary Wharf, London, E14 5DY registered in England and Wales with company number 05555623.

k. Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

l. Order: the Client's order for Services as set out in the Client's written acceptance of the Proposal.

m. Products: software or hardware provided by the Developer to the Client pursuant to or in facilitation of the Contract.

n. Proposal: the description or specification of the Services provided in writing by the Developer to the Client as may be varied from time to time

o. Services: the services, including the Deliverables, supplied by the Developer to the Client as set out in the Proposal.

p. Service Levels: means the performance standards for the Services

q. Developer Materials: has the meaning set out in clause 7.a.vi.

r. Construction. In these Conditions, the following rules apply:

i. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

ii. a reference to a party includes its successors or permitted assigns;

iii. a 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;

iv. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

v. unless specifically stated in writing by the Developer at the time of the Contract time shall not be of the essence; and

a reference to writing or written includes faxes e-mails.

2. Basis of contract

a. The Order constitutes an offer by the Client to purchase Services and/or Products in accordance with these Conditions.

b. The Order shall only be deemed to be accepted when the Developer issues written acceptance of the Order in the form of in invoice for the initial payment due the agreement at which point and on which date the Contract

shall come into existence (Commencement Date).

c. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Developer which is not set out in the Contract.

d. Any samples, drawings, descriptive matter or advertising issued by the Developer, and any descriptions or illustrations contained in the Developer's catalogues or brochures, 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 the Contract or have any contractual force.

e. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

a. The Developer shall supply the Services to the Client in accordance with the Proposal in all material respects.

b. The Developer shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

c. The Client acknowledges that, given the nature of such services, the Developer cannot guarantee that the Services, once delivered will be uninterrupted or error free.

d. The Developer shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Developer shall notify the Client in any such event.

e. The Developer reserves the right at any time and from time to time improve, correct or otherwise modify all or any of the Services (including substituting Software and/ or Equipment). The Developer will endeavour to give the Client reasonable notice of any such modification, where this is reasonably practicable.

f. Where applications or sites are developed on servers not recommended by the Developer, the Client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed.

Where large applications are to be developed, it is the Client's responsibility to provide a suitable testing environment which is identical to the final production environment.

g. The Client will supply in a timely manner all information, instructions, review and feedback reasonably required by the Developer in connection with the performance of its obligations under the Agreement and will appoint a representative who is fully empowered and authorised to provide the same.

h. The Developer warrants to the Client that the Services will be provided using reasonable care and skill, but cannot guarantee that scripts or software will be completely bug or glitch free.

i. By entering into the Contract the Client gives the Developer permission to promote and represent the Client's business online, using social media strategies and other marketing techniques to increase the Client's online presence and enhance the Developer's website and online profile.

j. The supply of the Products or the Services will be conducted by the Developer in good faith, and the Client shall engage in constructive discussions to enable the Developer to hone the Products or Services to suit the Client's needs and meet the Proposal.

k. The Developer may consent to alterations to the Proposal by the Client subject to the same being received in writing and subject to the Client agreeing any resultant increase in the cost or provisional delivery date (notwithstanding that time shall never be of the essence) which will be notified to the Client by the Developer within 7 days of receiving notice of a change in the Proposal.

l. Should either the Developer refuse to provide consent to the requested alteration of the Proposal, or the Client not accept the altered fees/timescales/Proposal notified to them by the Developer then either may following notice from the Client of a change to the Proposal terminate the Contract pursuant to clause 12.a.

a. The Developer takes no responsibility for any copyright infringements caused by materials submitted by the Client.

b. The Developer has no direct control over Google or similar search engines, the Developer does not guarantee

any rankings on any search engines.

c. The Developer will, upon arrangement and provided that no Fees are due and payable, allow the Client reasonable access to any co-located server hosted by the Developer as part of the Services during Business Hours. Access will only be granted to the Client if the Developer is given at least 3 Business Days' notice in writing that access is required and acceptance of that request has been confirmed in writing to the Client by the Developer.

d. Without prejudice to its other rights and remedies, the Developer may at its sole discretion suspend the provision of the whole or any part of the Services including but not limited to Website hosting (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:

i. notified or unscheduled upgrade or maintenance of the Developer's IT systems;

ii. issue by any competent authority of an order which is binding on the Developer which affects the Services;

iii. if the Client fails to pay any fees or any other sums owing to the Developer by the Client when they fall due;

iv. if an event occurs and the Developer deem it to be appropriate to terminate the Agreement;

v. if the bandwidth or computer memory used by the Client in relation to the Services exceeds any agreed or stipulated level and the Developer determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by the Developer from time to time;

e. Where the Developer suspends provision of the Services in accordance with clause 3.p, it will only be obliged to recommence provision during Business Days and once the Client has paid all relevant outstanding sums in clear funds together with any relevant reinstatement fee (as communicated from time to time by the Developer) and has accepted any revised payment terms requested by the Developer (such as payment by direct debit).

1. Client's obligations

a. The Client shall:

i. ensure that the terms of the Order and any information it provides in the initial specification requirements are complete and accurate;

ii. acknowledge that its close involvement is essential for the development of a system which successfully meets its requirements, and will provide guidance to the Developer on the Client's business practices which affect the Client's

System provide the Developer, its employees, agents, consultants and subcontractors, with access to the Client's System, website, social media platforms and all other media as reasonably required by the Developer;

iii. provide the Developer with such information and materials as the Developer may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

iv. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

v. keep and maintain all materials, documents and other property of the Developer (Developer Materials) provided to the Client in safe custody at its own risk, maintain the Developer Materials in good condition until returned to the Developer, and not dispose of or use the Developer Materials other than in accordance with the Developer's written instructions or authorisation; and

b. If the Developer's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

i. the Developer shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Developer's performance of any of its obligations;

ii. the Developer shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Developer's failure or delay to perform any of its obligations as set out in this clause 4.b; and

iii. the Client shall reimburse the Developer on written demand for any costs or losses sustained or incurred by the Developer arising directly or indirectly from the Client Default.

c. Service level compliance

d. The Developer will meet the Service Levels as set out in the Proposal, including but not limited to supporting particular protocol, server and browser requirements, including utilities for non-Web services such as email and newsgroups, and compatibility with client and host software networks, providing continuous navigational ability, service capacity and accessibility, mutual accessible links, response

times, services management, housekeeping and updating.

e. Without prejudice to the generality of the forgoing, the Developer will ensure that the Website is available to authorised visitors and to the public 24 hours a day, 365 days a year, and will continuously monitor such availability. In the event that the Website becomes unavailable, the Developer will use its best endeavours to remedy the fault.

f. The Developer will ensure that none of the System the Developer Materials or Content provided by the Developer will include any executable code which as not been authorised by the Client, or and computer viruses, routines worms time bombs or any other such devices or mechanisms of misuse.

2. Charges and paymenta.

a. The Charges shall be calculated as set out in the Proposal;

i. The Developer shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Developer engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Developer for the performance of the Services, and for the cost of any materials, subject to agreement by the parties in advance of the same being incurred.

b. The Developer shall invoice the Client in accordance with the fee structure set out in the Order.

c. The Client shall pay each invoice submitted by the Developer:

i. Within 7 days of the date of the invoice; and ii. in full and in cleared funds to a bank account nominated in writing by the Developer, and

d. Time for payment shall be of the essence of the Contract.

e. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Developer to the Client, the Client shall, on receipt of a valid VAT invoice from the Developer, pay to the Developer such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

f. If the Client fails to make any payment due to the Developer under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 8% per cent per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

g. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Developer may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Developer to the Client.

h. Until payment in full of the final invoice provided by the Developer for the balance of the Contract price, the Products and anything provided to the Client in pursuance of the Contract shall remain the property of the Developer including any domain names purchased for the Client by the Developer and any third party software similarly purchased.

i. Should the Client fail to make payment in full of all invoices provided by the Developer the Developer shall be entitled to withdraw the website or software provided, or freeze the functionality of or access to the same pending payment in cleared funds by the Client. 3. Intellectual property rights

a. Software and System

i. The Client understands that the software systems underpinning the website and all associated code is the property of the Developer, and that the Developer is authorised to use any third party software used in complying with this Agreement and that the Developer will remain so authorised for the duration of this Agreement. The Developer agrees that the Content, all images, videos are the sole property of the Client.

ii. The Developer hereby grants to the Client a nontransferable licence to use the System for as long as this agreement remains in force. Providing a 12 month period has expired, the Developer agrees that the website in its installed state may be used indefinitely and transferred to any hosting platform and agrees to provide the Client with a copy of the site in its installed format to facilitate such a transfer providing that all invoices have been settled.

b. Content

i. All Intellectual Property Rights in the Content will vest exclusively in the Client at all times and for all purposes, except for Content owned by third parties, in respect of which the Client will be responsible for ensuring that all

necessary consents have been obtained such that it has a licence to use and display, and to authorise the Developer's access and use.

ii. The Client hereby grants to the Developer a non-transferable royalty-free licence to use the Content solely for the purposes of designing, developing, producing, maintaining and marketing the Website in accordance with this Agreement, and while this Agreement remains in force.

iii. If either party learns of any claim of infringement of the Client's Intellectual Property Rights in the Content, it shall promptly notify the other party. The Developer will do all such things as the Client may reasonably require at the Client's expense to assist the Client in taking proceedings or any other steps the Client may reasonably take to terminate or prevent any such claim.

c. Client Branding and Domain Name

i. The Client grants the Developer a non-exclusive non-transferable licence to use and copy the Client Branding, only so far as is necessary for providing the Services under the terms of this Agreement and while this Agreement remains in force.

ii. For the avoidance of doubt, the Client's domain name remains the property of the Client and the Developer may use such name only in the performance of this Agreement. Where a request is made by the client to transfer the domain away, the Developer will not hold out and will facilitate the release of any domains providing all accounts are in order.

d. Any data obtained through the system or purchased on behalf of the Client will never be used for any other purpose than that outlined in the Digital Marketing Strategy agreed with the Client. The Developer will never release such data to or use on behalf of any other client, prospect or otherwise unrelated organisation or person without the express, written permission of the Client.

e. All Developer Materials are the exclusive property of the Developer.

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e. All Developer Materials are the exclusive property of the Developer.

4. Confidentiality

a. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, Proposals, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

5. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

a. Nothing in these Conditions shall limit or exclude the Developer's liability for:

i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

ii. fraud or fraudulent misrepresentation; or

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

b. Subject to clause 11.a:

i. the Developer shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

ii. the Developer's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total charges of the Developer under the Agreement.

c. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

d. Tthe Developer shall not be liable for:

i. URLs dropped or excluded by a search engine for any reason;

ii. for delays or failure of performance resulting from and internet service provider delivery or problems therewith;

iii. acts or causes beyond their control, including but not limited to: search engine ranking, link removal by webmasters, search engine penalties, communications or equipment failures or power failures, changes in requirements or content by the Client, alterations to the Proposal by the Client however small;

iv. problems or additional costs arising due to any errors made by third parties, or failure to maintain a current back-up copy of your own website(s); and

v. and loss or damage suffered by the Client resulting from any third party claim that a posting on a bulletin board, online chat area of similar in which visitors to the Client's website may legitimately post contributions.

e. The Client will indemnify the Developer against all losses, costs and expenses including reasonable legal expenses arising from any third party claim that the Content infringes the Intellectual Property Rights, or is obscene or defamatory, or that any posting on a bulletin board, online chat area or similar area in which visitor to the Website may legitimately post contributions is obscene or defamatory.

f. This clause 11 shall survive termination of the Contract.

6. Acknowledgement

a. With the prior consent of the Client, not to be unreasonably withheld or delayed, the Developer may include a statement in the Website, the format, content and position to be approved by the Client at its discretion, to the effect that the Developer has designed, developed and produced the Website. Such statement may not be changed or removed while this Agreement is in force without the

written agreement of both parties, not to be unreasonably withheld or delayed.

b. The Developer agrees not to use the Client's name or issue any announcement about these Services without first obtaining the Client's written consent not to be unreasonably withheld or delayed.

7. Termination

a. If the Client requires a change in the Proposal after the Commencement Date either party may terminate the Contract by giving written notice to the other party of the same providing 1 weeks' notice subject to all invoices and accounts outstanding being paid by the Client.

b. Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 1 months' written notice subject to any minimum fixed term set out in the Contract.

c. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

i. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

ii. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

iii. the Developer identifies a technical issue at the outset of its engagement which will prevent successful design or creation of Client's website or software (Products), and the Client refuses to or fails to rectify the issue.

iv. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

v. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

vi. the other party (being an individual) is the subject of a bankruptcy petition or order;

vii. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

viii. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

ix. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

x. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

xi. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.c.ii to clause 12.c.x (inclusive);

xii. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

xiii. the other party's financial position deteriorates to such an extent that in the Developer's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

xiv. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

d. Without limiting its other rights or remedies, the Developer may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

e. Without limiting its other rights or remedies, the Developer may suspend provision of the Services under the Contract or any other contract between the Client and the Developer if the Client becomes subject to any of the events listed in clause 12.c.ii) to clause 12.c.xiv, or the Developer reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

8. Consequences of termination

a. On termination of the Contract for any reason:

i. the Client shall immediately pay to the Developer all of the Developer's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, the Developer shall submit an invoice, which shall be payable by the Client immediately on receipt;

ii. the Client shall return all of the Developer Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Developer may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

iii. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

iv. clauses which expressly or by implication survive termination shall continue in full force and effect.

9. Security & Data Protection

a. Drone Major Group (of which Software Major is a subsidiary) is the data controller for any client personal data processed for the fulfilment of the delivery of specified products and/or services.

i. Umar Uddin (an employee of Drone Major Group) is the specified Data Protection Officer for the purpose of being contacted for any issues or queries with regards to the handling of client personal data. He can be contacted at umar@cybermajor.net.

ii. The purposes of processing any personal data a client sent to us is for the purpose of fulfilling the delivery of software services and products clients have specifically requested. The lawful basis of the processing will be contractual obligation and/or Software Major's legitimate interest to optimally achieve business results with regard to that specific transaction with that specific client. This may involve utilising the data to improve the administration of our software services for that client.

iii. We may transfer personal data to our long-term contracted data processors in order to help fulfil some technical obligations with regards to software development. This will at times constitute an international transfer of data. Such international transfers will be provided with data protection adequacy through the provision of model contractual clauses as approved by the EU Commission. Moreover, any data processors we contract are obligated to sign up to contracts specifying their own mandatory data protection obligations, including the need to contact Software Major regarding any potential security issues.

iv. We use a company retention policy to determine how long categories of personal data obtained via business transactions with clients should be stored. This is reviewed every 3 months to ensure adequate storage limitation as specified in the EU General Data Protection Regulation.

b. Your data protection rights:

i. You have the right to request from us access to and rectification or (in certain circumstances) erasure or restriction of processing of the data we hold about you. You also (in certain circumstances) have the right to object to our processing of the data we hold about you or to receive a copy of the personal data in a portable form or (where technically possible) transmit your personal data to another data controller.

ii. You may request any of these by contacting us at gdpr@dronemajorgroup.com. Where we are relying on your consent for processing personal data, you have the right to withdraw your consent at any time. This will not affect the lawfulness of any processing based on such consent prior to its withdrawal.

iii. You have the right to lodge a complaint with the Information Commissioner. Their website is at https://ico.org.uk/.

10. Force majeure

a. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Developer including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Developer or any other party), failure of a utility

service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Developers or subcontractors.

b. The Developer shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

c. If the Force Majeure Event prevents the Developer from providing any of the Services for more than 8 weeks, the Developer shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

11. General

a. Assignment and other dealings.

i. The Developer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

ii. The Client shall not, without the prior written consent of the Developer, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

b. Notices.

i. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].

ii. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.b.i; if sent by pre-paid first class post or other next working day delivery service, at **9.**00 am on the second Business Day after posting; 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 or e-mail, one Business Day after transmission.

iii. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

c. Severance.

i. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

ii. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

d. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

e. Data. The Developer shall be free to use the data arising from the result of proving the Services insofar as increased in web traffic or web rankings, Client efficiency, improved Client sales or similar are concerned for a period of 5 years from the Commencement Date. The Developer will unless agreed otherwise not disclose the identity of the Client but will be free to use for whatever purpose the data arising from the Contract.

f. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

g. Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

h. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it

is agreed in writing and signed by the Developer.

i. Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

j. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

k. Arbitration. Any disputes between the Client and the Developer in connection with any matter arising under this Agreement, except under Clause 16b, shall be referred to the arbitration of a sole arbitrator to be appointed by agreement or in default of agreement by the Chartered Institute of Arbitrators, and to be held in London in accordance with such procedure as is agreed by the parties or if not agreed as determined by the arbitrator.