

SERVICES AGREEMENT

- (A) Quantum Spark Advertising is an advertising agency providing a full range of advertising and social media services and solutions to its customers.
- (B) Customer wishes to appoint Quantum Spark Advertising to provide it with services pursuant to individual Statements of Work and Quantum Spark Advertising wishes to provide such services, subject to the terms and conditions set out in this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

- 1.1.1 "Affiliate" in relation to a party means any person Controlled by that party, any person Controlling that party, or any person under common control with that party;
- 1.1.2 "Charges" means the charges payable by the Customer for the supply of the Services and any associated Deliverables in accordance with clause 7;
- 1.1.3 "Commencement Date" means the date of this Agreement;
- 1.1.4 "Contract" means the contract between Quantum Spark Advertising and the Customer for the supply of the Services and/or Deliverables, comprising of (a) the applicable Statement of Work; and (b) the terms of this Agreement.
- 1.1.5 "Control" means the power of a person (alone or jointly or in concert with other persons) to secure that the affairs of another are conducted in accordance with the wishes of that person (or those persons acting jointly or in concert), whether directly or indirectly, by ownership of shares, voting rights or otherwise, and "Controlling" and "Controlled" shall be construed accordingly;
- 1.1.6 "Customer Background IPR" means all Intellectual Property Rights in the Customer Content;
- 1.1.7 "Customer Content" means any text, designs, graphics, logos, web pages, videos, photographs, bespoke software or other content supplied by the Customer to Quantum Spark Advertising for use in connection with the performance of the Services or supply of the Deliverables;
- 1.1.8 "Deliverable" means any work product to be delivered as part of the Services, including text, designs, graphics, logos, web pages, videos, photographs, bespoke software or other content produced by Quantum Spark Advertising as part of the Services;
- 1.1.9 "Foreground IPR" means any Intellectual Property Rights in the Deliverables created by Quantum Spark Advertising in the course of providing the Services, excluding any Quantum Spark Advertising Background IPR, and Intellectual Property Rights in Third Party Content;
- 1.1.10 "Initial Term" means one year;
- 1.1.11 "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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;
- 1.1.12 "Statement of Work" means a statement of work (together with any associated specifications or schedules) setting out the scope of Services and/or Deliverables to

be provided, the term of the Contract, the Charges and any other terms specific to Services and/or Deliverables to be provided;

1.1.13 "Services" means any services of the kind specified in Schedule 1 as more particularly specified in a Statement of Work to be provided by Quantum Spark Advertising to the Customer pursuant to the Contract;

1.1.14 "Third Party Content" means any photographs, designs, images or other content provided by Quantum Spark Advertising in connection with the Contract and in which the Intellectual Property Rights belong to a third party;

1.2 In these Terms the following rules of interpretation apply:

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

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 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;

1.2.4 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;

1.2.5 the headings of the clauses of these Terms are provided for convenience only and shall not contribute to or affect the meaning or construction of the said clauses; and

1.2.6 a reference to "writing" or "written" includes e-mail and faxes.

2 SCOPE OF THIS AGREEMENT

2.1 This Agreement shall constitute a framework agreement governing the supply of Services and associated Deliverables by Quantum Spark Advertising pursuant to individually negotiated Statements of Work.

2.2 Quantum Spark Advertising agrees to make Services available to the Customer and to supply Deliverables to the Customer subject to the terms of this Agreement and agreed Statements of Work.

2.3 Affiliates of the Customer may purchase Services pursuant to this Agreement subject to agreement of a Statement of Work with Quantum Spark Advertising in accordance with clause 3 incorporating the terms of this Agreement. This Agreement will apply to such Affiliate as if references in this Agreement to the Customer were references to that Affiliate. The Customer shall be jointly and severally liable with such Affiliate for that Affiliate's obligations under the relevant Statement of Work.

3 STATEMENTS OF WORK

3.1 If the Customer or any of its Affiliates wishes to purchase any Services it shall inform Quantum Spark Advertising of its requirements in sufficient detail to enable Quantum Spark Advertising to prepare a draft Statement of Work in the form set out in Schedule 2 for the Customer to review. Quantum Spark Advertising and the Customer or the relevant Affiliate of the Customer shall endeavour to agree a scope of work, pricing and any other commercial terms applicable to the Services requested in writing in the Statement of Work. A Statement of Work shall not be binding on either party until it has been agreed in writing and signed by both parties. Once agreed, each Statement of Work shall form a binding contract for the provision of the Services in question upon the terms set out in this Agreement.

- 3.2 In the event of any inconsistency between the terms of this Agreement and the terms of an agreed Statement of Work the terms of this Agreement shall prevail, unless expressly stated to the contrary in the Statement of Work.

4 DESCRIPTION AND DELIVERY OF PRODUCTS OR SERVICES

- 4.2 The Services and any related Deliverables to be supplied pursuant to the Contract shall be as set out in the relevant Statement of Work.
- 4.3 Quantum Spark Advertising shall have the right to make any changes to the Deliverables or 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 Quantum Spark Advertising shall notify the Customer in any such event where it is appropriate to do so.

5 TERMS APPLICABLE TO THE SUPPLY OF SERVICES AND DELIVERABLES

- 5.2 For Services provided on a retainer basis, Quantum Spark Advertising shall perform the Services in the quantity and for the duration set out in the Statement of Work.
- 5.3 For project type Services, Quantum Spark Advertising shall use all reasonable endeavours to meet any delivery or performance dates specified in the Statement of Work, but any such dates shall be estimates only and Quantum Spark Advertising shall not be liable in damages for failure to meet such estimated delivery or performance dates. In most cases, detailed time plans for Services comprised of project work will not be prepared until after signature of the relevant Statement of Work.
- 5.4 Where Quantum Spark Advertising considers that a Deliverable is complete it will notify the Customer and, unless the Statement of Work specifies that testing is required, it shall deliver the Deliverable to the Customer.
- 5.5 If testing is required by the Statement of Work:
- 5.5.1 until completion of the acceptance testing, the Customer will not use and will not allow any other person to use the Deliverable for any purpose other than testing;
 - 5.5.2 the parties will test the Deliverable to ensure that it operates in all material respects in accordance with the requirements set out in the Statement of Work;
 - 5.5.3 each party will use all reasonable efforts to complete acceptance testing as soon as reasonably practicable and within any period specified in the Statement of Work;
 - 5.5.4 Quantum Spark Advertising will use all reasonable efforts to rectify any failure of the Deliverable to operate in all material respects in accordance with the requirements specified in the Statement of Work; and
 - 5.5.5 On successful completion of testing, Quantum Spark Advertising will make the Deliverable available to the Customer for use.

- 5.6 If the Services or Deliverables require Quantum Spark Advertising to have access to the Customer's social media or other online accounts, Quantum Spark Advertising shall not be responsible for any failure to perform the Services or deliver the Deliverables by reason of the Customer's failure to provide Quantum Spark Advertising with access to such online accounts or by reason of such online accounts being unavailable for reasons beyond the control of Quantum Spark Advertising.

6 CHARGES, EXPENSES AND VAT

- 6.2 Charges for the Services or Deliverables to be provided shall be set out in the Statement of Work, and may be quoted as an overall price for a project, a regularly monthly fee, or a daily rate, depending on the nature of the Services or Deliverables being provided.
- 6.3 Any work requests not expressly detailed in the applicable Statement of Work that arise during the term of the Contract, including any areas of work specifically listed as exclusions in

the Statement of Work, shall be subject to an additional charge and Quantum Spark Advertising will provide separate estimates or quotations for such work.

- 6.4 Charges set out in draft Statements of Work issued by Quantum Spark Advertising shall be valid for a period of 30 days from the date of issue. Quantum Spark Advertising reserves the right to re-quote for Statements of Work not accepted within this time frame.
- 6.5 Where Services are to be provided at a daily rate, the Charges payable for the Services shall be calculated in accordance with the daily rates set out in the Statement of Work or, failing that, at Quantum Spark Advertising's standard daily rates applicable to the relevant members of its personnel as amended from time to time.
- 6.6 Quantum Spark Advertising reserves the right to increase its daily rates from time to time, provided that such Charges cannot be increased more than once in any 12-month period and will not apply in respect of any work that Quantum Spark Advertising has already agreed to perform. Quantum Spark Advertising will give the Customer written notice of any such increase four months before the proposed date of the increase.
- 6.7 Quantum Spark Advertising shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Quantum Spark Advertising engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses.
- 6.8 Unless expressly indicated at the time of sale VAT is not included in the prices for the Services. Where applicable, the Customer shall, subject to the receipt of a valid VAT invoice, pay to Quantum Spark Advertising (in addition to and at the same time as the Charges) a sum equal to the amount of VAT payable on all supplies made by Quantum Spark Advertising to the Customer under this Agreement.

7 PAYMENT

- 7.2 The Customer shall pay the Charges in accordance with the payment schedule set out in the Statement of Work.
- 7.3 Unless otherwise stated in the Statement of Work payment is required prior to commencement of the relevant Services. Monthly services will be charged monthly in advance and may be charged by direct debit or by means of automatic payments set up via a third-party payment provider.
- 7.4 If the performance of the Services or their approval is delayed as a result of any act or omission of the Customer, Quantum Spark Advertising reserves the right to invoice the Customer for the relevant Services on the date when it would have been entitled to invoice for those Services if the delay had not occurred.
- 7.5 The Customer shall pay each invoice submitted by Quantum Spark Advertising in full and in cleared funds to a bank account nominated in writing by Quantum Spark Advertising, or by means of a payment services provider, within the time period noted on the invoice or, if not so noted, then within 30 days of the date of the invoice. All invoices shall be payable in the currency in which the invoice is issued which, unless stated otherwise, shall be pounds sterling. If any invoice is paid by the Customer in a different currency, any shortfall in the amount received by Quantum Spark Advertising after it has been converted into the currency of the invoice (net of any currency exchange fees) shall be payable by the Customer in addition.
- 7.6 Quantum Spark Advertising, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services under all Contracts until all overdue amounts under any Contract between Quantum Spark Advertising and the Customer have been paid.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, deduction or withholding except as required by law.

8 INTELLECTUAL PROPERTY RIGHTS AND LICENCE TERMS

- 8.2 Quantum Spark Advertising grants the Customer a royalty free non-exclusive licence to use the Quantum Spark Advertising Background IPR to the extent required to use the Deliverables in the manner contemplated by the Contract, but save as aforesaid, nothing in the Contract shall confer any right or interest of the Customer in the Quantum Spark Advertising Background IPR which shall remain the property of Quantum Spark Advertising or its licensors (as applicable).
- 8.3 The Customer grants Quantum Spark Advertising a royalty free non-exclusive licence to use the Customer Background IPR for the purpose of performing the Services and supplying the Deliverables to the Customer.
- 8.4 Unless otherwise agreed in the Statement of Work, ownership of the Foreground IPR shall vest automatically in the Customer upon payment for the relevant Deliverable.
- 8.5 The Customer grants Quantum Spark Advertising a non-exclusive, royalty free, perpetual licence to re-use any software code comprised in the Deliverables solely to enable Quantum Spark Advertising to provide the Services or supply further Deliverables to the Customer during the Initial Term.
- 8.6 The Customer warrants that Quantum Spark Advertising's use of the Customer Background IPR in accordance with the Contract shall not cause Quantum Spark Advertising to infringe the Intellectual Property Rights of any third party. The Customer shall fully indemnify Quantum Spark Advertising against any loss, liability or cost (including legal costs) incurred by Quantum Spark Advertising arising by reason of any infringement or alleged infringement of the Intellectual Property Rights of a third party arising from Quantum Spark Advertising's use of the Customer Background IPR in accordance with the Contract.
- 8.7 If Quantum Spark Advertising supplies any Third Party Content pursuant to the Contract, the Customer agrees to comply with any licence terms applicable to such Third Party Content imposed by the relevant third party and shall indemnify Quantum Spark Advertising against any loss, liability or cost suffered by Quantum Spark Advertising arising from the Customer's failure to comply with such licence terms.

9 WARRANTIES

- 9.2 Quantum Spark Advertising warrants to the Customer that it will perform the Services using reasonable care and skill and in accordance with applicable law.

10 LIABILITY

- 10.2 Nothing in this Agreement or a Contract shall limit or exclude Quantum Spark Advertising's liability for:
- 10.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.2.2 gross negligence or misconduct;
 - 10.2.3 fraud or fraudulent misrepresentation; or
 - 10.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.3 Subject to clause 11.1:
- 10.3.1 Quantum Spark Advertising shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of data or any indirect or consequential loss arising under or in connection with this Agreement or any Contract; and
 - 10.3.2 Quantum Spark Advertising's total liability to the Customer in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall not exceed the total value of the Charges paid or payable under the Contract;

10.3.3 Quantum Spark Advertising's total liability to the Customer in respect of all losses arising under or in connection with this Agreement in any 12-month period, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total value of the Charges paid or payable under all Contracts in such 12-month period.

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

10.5 This clause 11 shall survive termination of this Agreement.

11 TERM AND TERMINATION

11.2 This Agreement shall come into effect on the Commencement Date and shall continue in force for the Initial Term and shall continue thereafter until either party gives not less than 14 days' prior written notice of termination to the other or until no Contracts remain in force under this Agreement and no Contract has been in force under this Agreement for a period of more than 12 months in which case this Agreement shall automatically terminate.

11.3 Each Contract shall start on the date specified in the relevant Statement of Work or, where not such date is specified, on the date when Quantum Spark Advertising commences provision of the relevant Services. Either party may terminate a Contract entered into pursuant to this Agreement by giving not less than 14 days' prior written notice to the other.

11.4 Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:

11.4.1 the other party commits a material breach of this Agreement, and either such breach is not capable of remedy or, if such breach is remediable, it fails to remedy that breach within 30 days of being notified in writing of the breach and being requested to remedy it;

11.4.2 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

11.4.3 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;

11.4.4 an administrator is appointed over the other party or a receiver is appointed over the assets of the other party; or

11.4.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other 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.

11.5 Without limiting its other rights or remedies, each party may terminate an individual Contract with immediate effect by giving written notice to the other party if:

11.5.1 the other party commits a material breach of that Contract and either such breach is not capable of remedy or, if such breach is remediable, it fails to remedy that breach within 30 days of being notified in writing of the breach and being requested to remedy it; or

11.5.2 one of the events referred to in clauses 12.3.2 to 12.3.5 occurs in relation to the other party.

- 11.6 Without limiting its other rights or remedies, Quantum Spark Advertising may suspend provision of the Services under the Contract or any other contract between Quantum Spark Advertising and the Customer if the Customer becomes subject to any of the events listed above in clauses 12.3.1 to 12.3.5, or Quantum Spark Advertising reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract within 30 days of the due date for payment.
- 11.7 Termination of this Agreement shall not affect either party's accrued rights and obligations. Clauses 1, 3.2, 5.5, 7.1, 7.6, 8, 10, 12, 13, and 16 to 24 shall survive termination of this Agreement.

12 CANCELLATIONS AND DELAYS

- 12.2 If the Customer terminates a Contract under clause 11.2, the Customer's liability to pay fees under the Statement of Work shall continue up to the point of termination (i.e. until the date on which the notice of termination expires).
- 12.3 If the Customer cancels a confirmed order under the Contract for any Services that was agreed to be for a minimum duration, the Customer shall not be entitled to a refund of any amounts paid or payable in respect such minimum duration save that if, as a result of such cancellation, Quantum Spark Advertising is able to avoid incurring any out-of-pocket expenses or disbursements that it would otherwise have incurred, the amount of such savings shall be refunded to the Customer. Quantum Spark Advertising shall be entitled to submit an invoice in respect of all amounts due upon receipt of the Customer notice of cancellation and the Customer shall return all information and material supplied to it by Quantum Spark Advertising.
- 12.4 If the Customer delays the agreed dates for performance of any of the Services by more than six months, Quantum Spark Advertising shall, at its discretion, be entitled to cancel the relevant order by notice in writing to the Customer.

13 FORCE MAJEURE

- 13.2 Neither party shall be liable to the other for any delay or non-performance of its obligations under the Contract or for any loss or damage caused by delay where the same is occasioned by any cause whatsoever that is beyond that party's control. Should such event occur the affected party may suspend the Contract without incurring liability for any loss or damage thereby occasioned. The affected party shall be entitled to such extension of time as is required by it to fulfil its obligations under the Contract. Examples include (but are not limited to) acts of God, governmental act, war, fire, flood, explosion or civil commotion.

14 DATA PROTECTION

- 14.2 Each party shall comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018, and all applicable data protection laws ("**Data Protection Legislation**") in connection with the performance of its obligations under this agreement.
- 14.3 Where one party (the data processor) processes personal data as a data processor for the other (the data controller), pursuant to a Contract the applicable Statement of Work shall set out the scope, nature and purpose of processing by the parties, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject. In addition, the data processor shall:
- 14.3.1 process such personal data only in accordance with the data controller's documented instructions;
- 14.3.2 not export the personal data outside the UK and European Union without the data controller's written consent (unless required to do so by the law) and only if following conditions are fulfilled: (i) the data controller or the data processor has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) the data processor complies with its

obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the data processor complies with reasonable instructions notified to it in advance by the data controller with respect to the processing of the personal data;

- 14.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential
- 14.3.4 maintain appropriate technological and organisational measures to keep the personal data secure, such measures to be proportionate to the risk involved;
- 14.3.5 not engage another data processor (for the processing it performs under this Agreement) without prior specific or general written authorisation of the data controller (and each party hereby provides general authorisation to the other for the purposes of this clause);
- 14.3.6 where the data processor is authorised by the data controller to engage another data processor, it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the data controller and the data processor, the data processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause;
- 14.3.7 at the data controller's cost, assist the data controller by appropriate technical and organisational measure to respond to requests by data subjects to exercise their rights under Data Protection Legislation (including subject access requests, exercise of the right to rectification, to erasure, to restriction of processing, to object to automated decision making and the right to data portability);
- 14.3.8 assist the data controller, at the data controller's cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.3.9 notify the data controller without undue delay on becoming aware of a personal data security breach;
- 14.3.10 at the written direction of the data controller, delete or return personal data and copies thereof to the data controller on termination of this Agreement unless required by applicable law to store the personal data; and
- 14.3.11 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the data controller or the data controller's designated auditor.

15 BRIBERY

- 15.2 All terms or expressions within this clause where they are not defined in this Agreement have the meanings used in the Bribery Act.
- 15.3 Each party confirms that it has not, nor any of its employees or associated persons, committed an offence under the Bribery Act in connection with this Agreement.
- 15.4 Each party undertakes to the other that:
 - 15.4.1 it will not, and will procure that none of its officers or employees will, engage in any act of bribery in connection with its undertakings under this Agreement;
 - 15.4.2 it will take all reasonable steps to ensure that its agents, sub-contractors, consultants and representatives do not engage in any act of bribery in connection with any matter relating to this Agreement;

- 15.4.3 it will and will procure that its officers and employees will comply with Quantum Spark Advertising's code of conduct relating to bribery as may be amended from time to time and will take all reasonable steps to ensure that its agents, sub-contractors, consultants and representatives comply with Quantum Spark Advertising's code of conduct, a copy of which is available upon written request if not already supplied to Customer;
 - 15.4.4 it will not enter into any agreements with an associated person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this clause;
 - 15.4.5 it has and will maintain in place adequate procedures within the meaning of section 7 of the Bribery Act;
 - 15.4.6 it shall notify the other as soon as practicable of any breach of any of the undertakings contained within this clause and/ or any actual or potential breach of the Bribery Act of which it becomes aware.
- 15.5 Either party shall be entitled to terminate the Agreement immediately and to recover from the other the amount of any loss resulting from such termination if:
- 15.5.1 any breach of any of the undertakings in clause 16.3 occurs.
 - 15.5.2 the other party or any officer or employee of the other party shall have engaged in any act of bribery;
 - 15.5.3 any person acting on behalf of the other party in connection with this Agreement whether with or without the knowledge of the other party shall have engaged in any act of bribery.

16 CONFIDENTIALITY

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, 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 or its products or its services which the Receiving Party may obtain. The Receiving Party shall not use the confidential information for any purpose other than discharging its obligations under the Contract (or fulfilling any other purpose for which it was disclosed) and shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know if for the purposes of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.

17 WAIVER

- 17.2 The failure of either party at any time to enforce any provisions of the Contract shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or to be or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.

18 NON-SOLICITATION CLAUSE

The Client agrees that, during the term of this Agreement and for a period of two (2) years following its termination or expiration, the Client shall not, without the express written consent of the Quantum Spark Advertising, directly or indirectly:

Solicit, induce, recruit, encourage, or otherwise endeavor to cause or attempt to cause any employee, consultant, or contractor of Quantum Spark Advertising who has had contact with the Client during the term of this Agreement, or who has been directly involved in the provision of

Services to the Client under this Agreement, to leave their employment, or cease their relationship with Quantum Spark Advertising;

Employ, contract, or engage in any capacity any such employee, consultant, or contractor, whether as an employee, independent contractor, consultant, or otherwise;

Interfere with or disrupt the Quantum Spark Advertising relationship with any such employee, consultant, or contractor.

This restriction shall apply whether the Client approaches the Quantum Spark Advertising staff directly or indirectly, or the staff approach the Client, except where such staff have been made redundant by the Quantum Spark Advertising, or where such staff have ended their relationship with the Agency for a reason unrelated to the actions of the Client.

If the Client breaches the provisions of this section, the Client agrees that, in addition to any other remedies the Quantum Spark Advertising may have at law or in equity, the Client will pay the Quantum Spark Advertising, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of the annual remuneration that was paid by the Agency to that employee, consultant, or contractor in the year immediately preceding the breach.

This section is intended to ensure that the Quantum Spark Advertising valuable relationships with its staff are not improperly interfered with or exploited. However, the restrictions contained herein shall not apply to any general advertising or solicitation not specifically targeted at the Agency's staff.

19 WHOLE AGREEMENT

19.2 The Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and agreements, whether written or oral and the Customer hereby acknowledges that no reliance is placed on any representation or warranty made (verbally or otherwise) but not embodied in the Contract. Nothing in this Agreement shall exclude either party's liability for fraud.

20 ASSIGNMENT AND SUBCONTRACTING

20.2 The Contract is personal to the Customer and the Customer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, without the prior written consent of Quantum Spark Advertising.

20.3 Quantum Spark Advertising may at any time assign, transfer, 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 of all of its obligations under the Contract to any third party or agent.

21 SEVERABILITY

21.2 If any term, part or provision of the Contract is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions thereof shall remain in full force and effect and in no way be affected, impaired or invalidated, except when by reason thereof the fundamental nature of the Contract is thereby frustrated.

22 AMENDMENT

22.2 The Contract may only be amended by written agreement between the parties hereto signed by the duly authorised representatives of both parties hereto.

23 THIRD PARTY CONTRACTS

23.2 No person who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from such Act. Any rescission

variation amendment or waiver to or of the Contract shall not require the consent or approval of any person who is not a party to the Contract.

24 NOTICES

24.2 Any notice required to be given by either party to the other shall be in writing and shall be served by sending the same by pre-paid first-class post or facsimile transmission or by delivering the same by hand to the registered office for the time being of the relevant party or to such other address as may be specified for the purpose by that party and any notice so served shall be deemed to have been served:

24.2.1 if delivered by hand at the time of such delivery;

24.2.2 if sent through the post 48 hours after the time of despatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped addressed and placed in the post (as the case may be); and

24.2.3 if sent by facsimile transmission at the time of transmission and in proving service it shall be sufficient to prove that such facsimile was duly despatched to a current facsimile number of the addressee for the said addressee.

25 GOVERNING LAW

The 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, English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.