

1. Definitions

“**Adequate Procedures**” means procedures which satisfy the requirements of section 7(2) of the Bribery Act and comply with any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act;

“**Agreement**” means the Order Form executed with R&M (including Appendix A), these meetings and event services terms and conditions and the Data Protection Schedule;

“**Appointment Basis**” means:

Preferred basis: The Client appoints R&M to act as preferred agent for the Client and all members of the Client’s Group. The Client will use reasonable endeavours to use, and ensure that all members of the Client’s Group use, R&M for all of their Event Services needs;

“**Associated Person(s)**” means, in relation to the Client, any person (including an employee, agent or subsidiary of the Client) who is authorised to perform services for, or on behalf of, the Client;

“**Bribery Act**” means the Bribery Act 2010 as amended, superseded or replaced from time to time during the term of this Agreement;

“**Bribery Offence**” means any offence under Sections 1, 2, 6 or 7 of the Bribery Act;

“**Business Day**” means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;

“**Commencement Date**” shall have the meaning set out in the Order Form;

“**Confidential Information**” means secret or confidential commercial, financial, marketing, technical or other information know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and “**confidential**” means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

“**Electronic Systems**” means any electronic systems including online registration tools provided by third party suppliers which support or enhance the provision of the Event Services as notified by R&M to the Client from time to time in writing;

“**End Date**” means the end date specified in the relevant Event Specific Agreement;

“**Estimate**” means an estimate of the anticipated R&M Fee and the anticipated Service Provider Costs which shall be given to the Client by R&M pursuant to Clause 7.2;

“**EU Standard Contractual Clauses (Module 2 – Controller to Processor)**” means “Module Two: Transfer controller to processor”, of the standard contractual clauses approved by the European Commission Decision 2021/914 of 4 June 2021;

“**UK Addendum**” means the UK addendum to the EU Standard Contractual Clauses, as issued by the UK Information Commissioner’s Office under s.119A(1) Data Protection Act 2018;

“**Event Services**” means the event services set out and agreed by the parties in accordance with the relevant Event Specific Agreement;

“**Event Specific Agreement**” means any agreement entered into by R&M and the Client pursuant to Clause 3 of this Agreement

which relates to the provision of Event Services by R&M in respect of a particular event;

“**Force Majeure**” means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including Act of God, fire, flood, lightning, pandemic, epidemic, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party’s own employees or others);

“**Group**” means in relation to any company that company and every parent, sister and subsidiary of such company (and the term “**subsidiary**” shall have the meaning given to it by Section 1159 and Schedule 6 of the Companies Act 2006);

“**Initial Period**” shall have the meaning set out in the Order Form;

“**Invoice Period**” shall have the meaning as set out and agreed by the parties in accordance with the relevant Event Specific Agreement;

“**Online Terms and Conditions**” means the online terms and conditions as may be notified by R&M to the Client from time to time which apply to the use by the Client of the Electronic Systems;

“**Order Form**” means the Agreement for Corporate Travel Management Services UK Order Form;

“**Personnel**” means the employees of R&M who are to be engaged in providing the Services;

“**Refund Procedure**” means the procedure set out in Appendix A to the Order Form;

“**R&M**” means Reed & Mackay Travel Limited (Registered in England No. 00963087) whose registered office is at Nexus Place, 25 Farringdon Street, London, EC4A 4AF;

“**R&M Charges**” means the R&M Fee and the Service Provider Costs;

“**R&M Fee**” means the management or transaction fee set out and agreed by the parties in accordance with the relevant Event Specific Agreement which shall be paid by the Client in accordance with Clause 7;

“**Service Provider**” means any third party with whom R&M interacts in its capacity as the Client’s authorized agent pursuant to this Agreement, including any third party that: (a) provides travel services and to whom R&M makes bookings on the Client’s behalf; (b) facilitates or processes bookings made by R&M on the Client’s behalf for travel services; or (c) processes applications to assist or enhance a person’s ability to receive the benefit of the Services;

“**Service Provider Costs**” means the costs charged by or in respect of a Service Provider (e.g. air travel, venue charges) together with all taxes, emissions, ancillary charges, booking fees and other associated costs charged by any third party (including government departments) incurred by R&M acting as the Client’s agent which shall be estimated and reimbursed in accordance with Clause 7 of this Agreement;

“**Start Date**” means the start date specified in the relevant Event Specific Agreement;

“**Transaction Cost**” means the charge payable by the Client in respect of R&M processing a refund on behalf of the Client, as may be notified to the Client from time to time;

“**Year**” means a period of twelve months commencing on the Commencement Date and on each successive anniversary of the

Commencement Date and ending on the day before each successive anniversary of the Commencement Date.

- 1.1 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.2 All references in this Agreement to "Clauses", "Appendix", the "Data Protection Schedule" and the "Order Form" are to the clauses, appendix, data protection schedule and order form of this Agreement unless otherwise stated.
- 1.3 In the event of a conflict or ambiguity between the Clauses of this Agreement and the Appendix, the Order Form or Data Protection Schedule, the Clauses shall have precedence.
- 1.4 In the event of a conflict or ambiguity between this Agreement and the Event Specific Agreements the following order of precedence shall apply:
 - a) the Event Specific Agreements; then
 - b) this Agreement.

2. Duration

- 2.1 This Agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination in Clauses 12 and 13.3 below) shall continue in force thereafter, unless and until either party gives to the other not less than three (3) months' written notice (such notice to expire on or after the expiry of the Initial Period).
- 2.2 Each Event Specific Agreement shall come into force on the Start Date and shall remain in force for the period specified in that Event Specific Agreement and shall continue in force thereafter unless and until:
 - a) the End Date set out in the relevant Event Specific Agreement; or
 - b) the relevant Event Specific Agreement is terminated in accordance with the provisions of this Agreement; or
 - c) this Agreement is terminated when all Event Specific Agreements will automatically terminate.

3. Event Specific Agreements

- 3.1 The Client may from time to time during the term of this Agreement make enquiries with R&M about the provision of Event Services.
- 3.2 The receipt of a written request from the Client confirming that the Client would like to appoint R&M to provide Event Services shall be treated by R&M as an offer to enter into an Event Specific Agreement.
- 3.3 The parties will, if R&M accepts the Client's offer, enter into Event Specific Agreements from time to time during the term of this Agreement and comply with its obligations set out in this Agreement and the Event Specific Agreements.

4. Provision of Services

- 4.1 With effect from the Commencement Date the Client engages R&M as its supplier of the Event Services on the Appointment Basis. R&M agrees to provide the Event Services to the Client for the term of this Agreement in accordance with the provisions of this Agreement and the Event Specific Agreements.
- 4.2 The Client authorises R&M to act as, operate as and have the status of the Client's agent for the purpose of performing the Event Services. Without prejudice to the generality of the foregoing, the Client hereby grants to R&M the right and authority, throughout the term of this Agreement, to arrange transactions with Service Providers in connection with the Event Services and also to recover refunds in respect thereof.
- 4.3 The Client authorises R&M to enter into any agreement with any Service Provider on its behalf and as its agent

during the term of this Agreement in accordance with the provisions of this Agreement and the Event Specific Agreements.

- 4.4 R&M undertakes throughout the term of this Agreement:
 - a) to provide the Event Services with all reasonable skill and care and in accordance with the provisions of this Agreement and the Event Specific Agreements;
 - b) to comply with all relevant legislation; and
 - c) to ensure that all of the Personnel will be appropriately qualified and experienced to undertake their tasks.

5. The Client's Obligations

- 5.1 The Client undertakes during the term of this Agreement to comply with R&M's reasonable instructions and to provide information reasonably required by R&M to provide the Event Services.

6. Event Cancellation or Alterations

- 6.1 If the Client informs R&M in writing of its desire to vary or alter its requirements for an event, R&M shall use its reasonable endeavours to vary or alter such event provided that the Client shall pay R&M or the relevant Service Provider(s) any additional costs or Service Provider Costs due to such Service Provider(s) pursuant to the Service Provider Agreements and, if applicable, pay R&M in accordance with Clause 6.1(a).
 - a) If the Client decides to cancel or postpone any event or part of an event or any event or part of an event is cancelled, varied or postponed for any reason whatsoever (unless as a direct result of R&M's breach of its obligations under this Agreement) then without prejudice to Clause 6.1, the Client shall pay 100% of the R&M Fee to R&M.
- 6.2 Where applicable, refund requests made by the Client shall be dealt with pursuant to the Refund Procedure.

7. Charges and Payment

- 7.1 In consideration of the provision of the Event Services by R&M to the Client, the Client shall pay the R&M Charges to R&M in accordance with this Clause 7.
- 7.2 Whenever R&M accepts a booking made by the Client in accordance with Clause 3, R&M shall provide the Client with an Estimate. The parties acknowledge and agree that:
 - a) the Estimate will be revised at various stages during the term of the Event Specific Agreement; and
 - b) R&M shall, subject to R&M receiving invoices from the Service Providers, issue a statement within 45 days of the relevant event (or the proposed date of the relevant event if such event is cancelled) which sets out the actual R&M Fee and actual Service Provider Costs payable in accordance with Clause 7.3.
- 7.3 Unless otherwise stated in the relevant Event Specific Agreement, the Client shall pay R&M:
 - a) by credit card at the time of booking; or
 - b) by invoice payable immediately on receipt of invoice.
- 7.4 The Client acknowledges and agrees that R&M may from time to time amend the rates used to calculate the Estimates and R&M shall give the Client not less than one (1) month's prior written notice of any such amendment.
- 7.5 The Client shall be responsible for paying the Service Provider Costs as set out in Clause 7.6 below and shall pay R&M the R&M Charges in accordance with this Clause 7 including, in particular, Clause 7.3. The Client agrees that R&M will not be liable for any loss suffered by the Client where the Client has failed to pay the Service Provider costs and this has resulted in any event or part of an event being cancelled, varied or postponed.
- 7.6 Invoices from the Service Providers shall be addressed by the Service Providers to the Client C/O R&M. R&M will:
 - a) collect and consolidate those invoices on behalf of the Client; and

- b) pay those invoices on behalf of the Client provided that R&M has already received payment from the client of such monies in advance pursuant to Clause 7.3.
- 7.7 Subject to the notification of a bona fide dispute in accordance with Clause 7.13, the Client agrees to pay the R&M Fee and the Service Provider Costs detailed in all invoice statements within the Invoice Period.
- 7.8 All sums to be paid by the Client under this Agreement shall be in Pounds Sterling (£). Where any quote provided to the Client by R&M includes a quote for Service Provider Costs which are payable in an alternative currency, R&M reserves the right to adjust the sums quoted to reflect differences in the Pound Sterling (£) exchange rate at the time of when such sums become payable by the Client as compared to the Pound Sterling (£) exchange rate at the time the quote was originally issued.
- 7.9 Without prejudice to any other right or remedy of R&M, if the Client fails to make any payment of any sums under this Agreement on the due date for payment then R&M may charge the Client, and the Client shall pay R&M on demand, interest on the unpaid amount at the rate of four per cent (4%) per annum above the then current base rate of Coutts & Co from the due date for payment until payment is received in full by R&M.
- 7.10 The Client acknowledges and agrees that the R&M Fees have been fixed, and the Service Provider Costs (and Estimate) will be calculated, on the basis that any amounts which are received by R&M from any Service Providers in respect of R&M's dealings with such Service Providers, or otherwise are (and may be) retained by R&M and that R&M shall not be required to account to the Client in respect of any such sums.
- 7.11 R&M shall be entitled at any time to withdraw from the Client any credit facility made available to the Client.
- 7.12 If any credit facility made available to the Client is withdrawn by R&M or any sum is not paid to R&M when due (whether the R&M Fee or the Service Provider Costs) then, without prejudice to any other rights or remedies of R&M, R&M may suspend its provision of the Event Services and/or suspend complying with its other obligations under this Agreement until it receives such security for payment of any sums from the Client as it may require.
- 7.13 If the Client has a bona fide dispute in respect of the whole or any part of any invoice issued by R&M for the Event Services, it shall notify R&M of the nature of such dispute in writing within three (3) months of receipt of the invoice giving all relevant details. Any invoice not so disputed within such three (3) month period shall be deemed to be accepted by the Client and payment shall be made in accordance with this Agreement.
- 7.14 If the Client properly notifies R&M in accordance with Clause 7.13, the Client shall be entitled to withhold payment of the whole or part of the R&M Fee in dispute, but in the event that the dispute cannot be resolved it shall be resolved in accordance with Clause 19.
- 7.15 On settlement of any dispute the Client shall make the appropriate payment in accordance with this Agreement and with respect to any such settled amount any agreed period within which payments are due to be made shall commence on the date on which the dispute is resolved.

8. Liability

- 8.1 Nothing in this Agreement or the Event Specific Agreements shall in any way exclude or limit either party's liability for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation.
- 8.2 Neither party shall be liable to the other party for any indirect, special or consequential loss or damage howsoever caused.
- 8.3 Subject to Clauses 8.1 and 8.2 above, the maximum liability of R&M to the Client arising out of, or in connection with any event whether for negligence or breach of contract or any case whatsoever shall in no circumstances exceed 100% of

the R&M Fee payable specifically for such event as set out in the relevant Event Specific Agreement.

- 8.4 Subject to Clauses 8.1 and 8.2 above, the maximum liability of R&M to the Client arising out of or in relation to this Agreement (whether in contract, tort or negligence) (including arising other than in relation to a specific event) shall in no circumstances exceed £50,000.
- 8.5 The Client acknowledges and agrees that R&M shall not be liable for any loss, damage, costs, claims, actions, expenses, proceedings or liabilities made against or suffered by the Client as a result of a Service Provider's actions or a Service Provider's failure to comply with the terms of any Service Provider agreement.
- 8.6 For the avoidance of doubt, the Client acknowledges and agrees that R&M shall not be liable to account to the Client for any loss or amount arising from, following or despite any failure by the Client to claim or request any refund that the Client may be entitled to under the terms of any ticket, booking or otherwise.
- 8.7 The express terms and conditions of this Agreement and the Event Specific Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

9. Access to Electronic Systems

- 9.1 If R&M agrees to provide to the Client access to Electronic Systems then R&M shall procure that the Client and its employees are granted a non-transferable, non-exclusive, non-sublicensable, royalty free (unless expressly agreed otherwise in writing) license to use the Electronic Systems for the purpose of obtaining Event Services during the term of this Agreement, subject to the Client complying with the Online Terms and Conditions.
- 9.2 The Client acknowledges that R&M sources the access to Electronic Systems from third party vendors who heavily restrict their liability. Therefore subject to Clauses 8.1, 8.3, 8.4 and 9.3, R&M shall have no liability whatsoever to the Client for the Client's (and its employees) access and use of the Electronic Systems including but not limited to any failures, defects or downtime of the Electronic Systems.
- 9.3 R&M shall use reasonable endeavours to recover any direct losses incurred by the Client arising out of, or in connection with its use of the Electronic Systems to the extent that it is recoverable under R&M's contract with the relevant third party vendor and such recoverable losses shall be reimbursed to the Client.
- 9.4 The Client agrees to use all reasonable care in the use of such Electronic Systems, in the placement of orders and in the care and use of the password(s) and the Client is responsible for orders placed via Electronic Systems, even if such orders are placed:
 - a) by mistake;
 - b) by unauthorised employees; or
 - c) otherwise involve the misuse of password(s).
- 9.5 The Client's access to the Electronic System may be revoked by R&M at any time at R&M's discretion.
- 9.6 Nothing in this Agreement shall cause the Client to acquire any right, title, or interest in the Electronic Systems anywhere in the world, except as specifically stated above.
- 9.7 The Client shall not:
 - a) use the Electronic Systems in any other way whatsoever, including on any computer, or device other than for obtaining the Event Services from R&M;
 - b) modify, create derivatives of, reverse engineer, decompile, disassemble or translate the Electronic Systems or integrate the Electronic Systems with any other software (except as permitted by any applicable law) or introduce or allow the introduction of any viruses or any other contamination into the Electronic Systems; or
 - c) disclose all or any portion of the Electronic Systems to any third party.

10. Data Protection

10.1 In this Clause 10, the terms:

- a) “**Data Protection Legislation**” means, the DPA, the GDPR and any domestic national laws in the United Kingdom regarding the processing of personal data;
- b) “**DPA**” means the UK Data Protection Act 2018;
- c) “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- d) “**controller**”, “**processor**”, “**personal data**”, “**special category of personal data**” and “**processing**” shall have the meaning set out in the UK GDPR; and
- e) “**Sub-Processor**” means in relation to personal data for which R&M is instructed to process on behalf of the Client, an entity that is engaged by R&M as a subcontractor or sub-processor in respect of processing of such personal data;
- f) “**UK GDPR**” means the GDPR as incorporated into the laws of the United Kingdom and amended by Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020). References to the GDPR and Articles of the GDPR in this Agreement, shall include references to the UK GDPR and corresponding Articles of the GDPR.

10.2 The parties acknowledge that Data will be provided by the Client, Travellers and/or Users to R&M. The Client will act as a controller and R&M will act as a processor in relation to the Data. For the avoidance of doubt:

- a) the Client and Service Providers shall be controllers of any Data R&M is required to provide to Service Providers in order to provide the Services; and
- b) Service Providers shall not be regarded as “Sub-Processors” for the purposes of this Agreement.

10.3 The parties agree to comply with their respective obligations under the Data Protection Schedule.

11. Confidentiality and Publicity

11.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement or the Event Specific Agreements and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or the Event Specific Agreements or with the prior written consent of the other party. Where disclosure is made to any employee, consultant, or agent, it shall be done subject to obligations equivalent to those set out in this Agreement or the Event Specific Agreements and each party agrees to use all reasonable endeavours to procure that any such employee, consultant or agent complies with such obligations provided that each party shall continue to be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

11.2 The obligations of confidentiality in this Clause 11 shall not extend to any information which the party that wishes to disclose such information can show:

- a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement or the Event Specific Agreements;
- b) was in its written records prior to the Commencement Date and not subject to any confidentiality obligations;
- c) was independently disclosed to it by a third party entitled to disclose the same; or

- d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

11.3 Neither party shall make any announcement or otherwise publicise the existence of or disclose to any person the terms of this Agreement or the Event Specific Agreements without the prior written consent of the other party.

12. Termination

12.1 Either party may immediately terminate this Agreement or any Event Specific Agreement without payment of compensation or other damages caused to the other party solely by such termination by giving notice in writing to the other party if any one or more of the following events happens;

- a) the other party commits a material breach of any of its obligations under this Agreement or any Event Specific Agreement which is incapable of remedy;
- b) the other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement or any Event Specific Agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of 30 days;
- c) any sum payable under the Agreement or any Event Specific Agreement is not paid within 7 days of its due date in accordance with this Agreement;
- d) the other party proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the other party under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the other party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;
- e) the other party has any distress or execution levied on its assets which is not paid out within seven days of its being levied;
- f) the other party is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; or
- g) if:
 - i. the other party calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
 - ii. the other party presents, or has presented, a petition for a winding up order; or
 - iii. an application to appoint an administrator is made in respect of the other party or a notice of intention to appoint an administrator is filed in respect of the other party; or
 - iv. any other steps are taken by the other party or any other person to appoint an administrator over the other party; or
 - v. the other party has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
 - vi. the other party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it;
- h) a secured lender to the other party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; or
- i) the other party suffers or undergoes any procedure analogous to any of those specified in Clause 12.1(d) to (g) (inclusive) above or any other procedure available in the country in which the other party is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor.

- 12.2 If R&M becomes entitled to terminate this Agreement under Clause 12.1, then it may instead at its option terminate any one or more of the Event Specific Agreements that are in force at that time. For the avoidance of doubt in such circumstances this Agreement shall continue in full force and effect.
- 12.3 Notwithstanding any other provision, all amounts payable to R&M under the Agreement and the Event Specific Agreements shall become due immediately upon termination of this Agreement for whatever reason and R&M may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Client shall pay these invoices within thirty (30) days of receipt of such invoice.
- 12.4 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date this Agreement is terminated.
- 12.5 Any termination of this Agreement (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Force Majeure

- 13.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 13.2 Save as provided in Clause 13.3, Force Majeure shall not entitle either party to terminate this Agreement or any of the Event Specific Agreements and neither party shall be in breach of this Agreement or any of the Event Specific Agreements, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
- 13.3 If the Force Majeure continues for longer than one (1) month either party may at any time whilst such Force Majeure continues by notice in writing to the other terminate this Agreement or the affected Event Specific Agreement.
- 13.4 If a Force Majeure Event affects a Service Provider and this has an impact on the Client's receipt of the Event Services and/or any service provided by a Service Provider, then R&M shall, at the Client's request, use its reasonable endeavours to assist the Client by sourcing alternative Service Provider services or other alternative arrangements and the Client shall pay R&M the costs and expenses incurred by R&M for providing such assistance.

14. Assignment

- 14.1 Neither party may assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement or the Event Specific Agreements without prior written consent of the other party which shall not be unreasonably withheld.
- 14.2 R&M may sub-contract performance of any of the Event Services (or part thereof) to any person, firm, corporation or organisation provided that R&M shall remain responsible to the Client for the performance of such Event Services in accordance with the terms of this Agreement.

15. Non-Solicitation

- 15.1 The Client undertakes with R&M that, during the term of this Agreement and for a period of six (6) months after termination of this Agreement, the Client shall not without the prior written consent of R&M:
- make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any person employed by R&M

- during the term of this Agreement and with whom it has had personal contact or dealing ("Relevant Employee"); or
- solicit or attempt to solicit services from any Relevant Employee on their own account or entice or attempt to entice any Relevant Employee away from R&M.

16. Anti-Bribery and Sanctions

- 16.1 The Client warrants that it has not at any time prior to the Commencement Date:
- committed a Bribery Offence; or
 - been formally notified that it is subject to an investigation or prosecution which relates to an alleged Bribery Offence.
- 16.2 The Client undertakes that, during the term of this Agreement, it shall not, and it shall procure that its Associated Persons shall not:
- engage in any activity, practice or conduct which could constitute a Bribery Offence; or
 - do or permit anything to be done which would cause R&M or any of R&M's employees, sub-contractors or agents to contravene any section of the Bribery Act; or
 - otherwise incur any liability in relation to the Bribery Act.
- 16.3 The Client undertakes that, during the term of this Agreement, it shall, and it shall procure that its Associated Persons shall:
- on receipt of a written request from R&M, repeat the warranties set out in Clause 16.1 above;
 - comply with all obligations arising out of the Bribery Act; and
 - comply with R&M's Bribery Policy as amended, superseded and replaced from time to time. A copy of the latest version will be available during the term of this Agreement on request.
- 16.4 The Client shall notify R&M immediately if it becomes aware, or has reason to believe that it has, or any of its Associated Persons have, breached any of the Client's obligations under this Clause 16.
- 16.5 Any breach of this Clause 16 by the Client or any of its Associated Persons (whether with or without the knowledge of the Client) shall be deemed to be a material breach of this Agreement for the purpose of Clause 12.1.
- 16.6 Each party agrees to comply with applicable U.S. export and sanctions laws and regulations with respect to its activities hereunder.

17. General

- 17.1 This Agreement and the Event Specific Agreements contains the entire agreement between the parties in relation to its subject-matter. The Client irrevocably and unconditionally waives any right it may have to claim damages for, and/or to rescind this Agreement or the Event Specific Agreements because of breach of any warranty not contained in this Agreement or the Event Specific Agreements, or any misrepresentation whether or not contained in this Agreement or the Event Specific Agreements, unless such misrepresentation was made fraudulently.
- 17.2 No purported alteration or variation of this Agreement or the Event Specific Agreements by the Client shall be effective unless it is agreed in writing with R&M, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.
- 17.3 If any part of this Agreement or the Event Specific Agreements is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement or the Event Specific Agreements and the validity and/or enforceability of the remaining provisions of this Agreement or the Event Specific Agreements shall not be affected or impaired as a result of that omission.

18. Notices

18.1 Any notices sent under this Agreement or the Event Specific Agreements must be in writing and served by personal delivery or by sending the notice by special delivery at the address given in the Commercial Terms or at such other address the parties may agree and every notice shall be deemed to have been served upon delivery (if served by hand) or at the expiration of 2 days after despatch if delivered by first class pre-paid post or special delivery.

19. Law and Disputes

- 19.1 If any dispute or difference arises in connection with this Agreement or the Event Specific Agreements (including any question regarding its existence, validity or termination) the directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute or difference is not resolved at that meeting, then such dispute or difference shall be resolved in accordance with the remainder of this Clause 19.
- 19.2 This Agreement or the Event Specific Agreements and any dispute or claim arising out of or in connection with them (whether of a contractual or non-contractual nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English Courts.