

1 SCOPE

- 1.1.** This document sets out the general terms and conditions (**General Terms**) which apply to all Services and Works which Asylum provides to the Client, as may be more specifically set out in any Proposal.
- 1.2.** These General Terms explain each party's duties to the other and form part of the agreement for all Works and Services provided by Asylum.
- 1.3.** The agreement between the parties is made up of (i) these General Terms; (ii) any Proposal issued by Asylum to the Client in connection with the Works and the Services; and (iii) any other written document either issued by Asylum (and expressly referring to and incorporating itself into the Agreement) or any amendments or supplements to the Agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement**, and apply to the contract between the Client and Asylum to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4.** When construing the meaning of the Agreement, the documents listed in clause 1.3 shall, unless otherwise stated in any Proposal, be interpreted in an order of priority in the event of any inconsistency or conflict, with documents appearing earlier in the list taking priority over documents appearing later in the list, unless otherwise expressly stated in those documents.
- 1.5.** The Client should print or save a copy of these General Terms for its records.
- 1.6.** Any quotation given by Asylum shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 1.7.** Any order placed by the Client shall only be deemed to be accepted upon Asylum commencing the Services, at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 1.8.** Asylum may amend these General Terms from time to time as set out in clause 18.2. Every time the Client agrees a new Proposal for the provision of specific Works or Services it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time. These General Terms were most recently updated in February 2017.

2. INTERPRETATION

- 2.1.** The definitions and rules of interpretation in this clause 2.1 apply in the Agreement.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Asylum means Matt Adams T/A Asylum;

Agreement has the meaning given to it in clause 1.3;

Business means the business of the Client carried on as at the Commencement Date and/or notified to Asylum in writing;

Commencement Date has the meaning given in clause 1.7;

Confidential Information means information of commercial value, in whatever form or medium, disclosed by the party to the other party that would be regarded by a reasonable business person as confidential, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing;

Client means the Client identified and set out in any Proposal, or implied from the context, which could be, for example, an individual or series of companies;

Client Representative means a person duly authorised by the Client to act on its behalf and bind it for the purposes of the Agreement;

Data Protection Law means all applicable data protection law and regulations in any jurisdiction;

Final Works has the meaning given to it in clause 5.1;

General Terms has the meaning given to it in clause 1.1;

Inappropriate Content has the meaning given to it in clause 6.3;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill

and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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, including the right to sue for and recover damages for past infringements;

Licensed Rights has the meaning given to it in clause 5.1;

Materials means any content, information or data, including any text or images, which is provided by, or is to be provided by, the Client from time to time in connection with or for incorporation in the Works;

Permitted Purposes the meaning given in clause 7.1;

Personal Data means data subject to protection under Data Protection Law in any jurisdiction;

Price means the aggregate price for the Work, Services and the granting of the Licensed Rights, as specified in any Proposal (subject to any increases or additional costs in accordance with these General Terms), or if no price is specified, calculated on a time and materials basis on the basis of Asylum's then current hourly rates;

Proposal means any proposal document provided to the Client by Asylum prior to the Commencement Date, including any final email proposal or series of emails;

Services means the services, work and obligations to be provided by Asylum under the Agreement, as may be more particularly set out in any Proposal;

Specification means any specification for the Works which may be agreed between Asylum and the Client in writing within the Proposal;

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction; and

Works means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements and all other materials in whatever form, including hard copy and electronic form, prepared by Asylum in the provision of the Services.

- 2.2.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 2.3.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 2.4.** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 2.5.** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.

- 2.6.** Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, the Agreement.

- 2.7.** Clause and schedule headings do not affect the interpretation of the Agreement.

- 2.8.** **Writing** or **written** includes e-mail, provided that any communication in writing provided by email to Asylum must be sent to matt@asylum.design or contact@asylum.design

- 2.9.** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

3. SERVICES AND WORKS

- 3.1.** Asylum shall, subject to payment of the Price and receipt of a copy of the Materials by the date(s) requested, supply the Services and the

Works to the Client in accordance with and subject to the terms and conditions set out in the Agreement.

- 3.2. Asylum shall carry out the Services and Works with reasonable skill and care, in accordance with the requirements of the Specification.
- 3.3. If delivery of the Services is delayed at the request of the Client, or because of its acts or omissions, and the delay has, in Asylum's view, resulted in an increase in cost to Asylum of carrying out its obligations under the Agreement, Asylum may, at its sole discretion, notify the Client that it wishes to increase the Price to reflect such cost. Asylum may invoice the Client for any such additional cost as and when it sees fit.
- 3.4. Asylum reserves the right to suspend the Services and any provision of the Works at any time where, in Asylum's reasonable opinion, the Client has been fraudulent, negligent, failed to perform or delayed in the performing any of its obligations under the Agreement, until such time as such act or omission (to the extent that it is deemed by Asylum to be rectifiable) has been rectified, or where Asylum, acting reasonably, believes that the Client may be subject to any of the events outlined in clause 14.1 below.
- 3.5. Time shall not be of the essence regarding any date for delivery by Asylum of any good or service specified in the Agreement notwithstanding the terms of any Proposal, and any timeframes given by Asylum, including within the Proposal, shall be estimates only.

4. PAYMENT

- 4.1. Asylum shall submit invoices in accordance with the payment terms set out in any Proposal (or if none are specified, in full upon provision of the Final Works). The Client shall make payment of each invoice immediately upon receipt, or within the timeframe otherwise specified in any Proposal. Where Asylum has requested an up-front payment it reserves the right not to commence work until it has received this amount.
- 4.2. The Price and all other payments under the Agreement are net of tax. The Client shall, in addition, pay to Asylum the amount of any tax, duty or assessment, including any applicable VAT, which Asylum is obliged to pay and/or collect from the Client in respect of any supply under the Agreement (other than tax on Asylum's income).
- 4.3. All amounts due shall be payable by cash, cheque, online payment or bank transfer within 30 days of the date of invoice, unless otherwise specified.
- 4.4. In cases where the likely volume of Services means it would be appropriate, payment may be made by standing order. Standing order payments are structured as a fixed monthly payment provided by the Client, with Asylum providing quarterly, biannual or annual reviews as arranged. At the time of a review, the Client's account will be balanced with either a refund or additional charge (unless otherwise agreed in writing), and the value of the standing order will be evaluated. Additional charges must be paid within 30 days in accordance with standard payment requirements as outlined above. Asylum reserves the right to request changes to the details of a standing order at any time if adjustments are deemed necessary. The Client must contact Asylum in writing to cancel or adjust a standing order payment, with a minimum notice period of 30 days before changes are implemented.
- 4.5. If the Client fails to make any payment due to Asylum under the Agreement by the due date for payment, then, without limiting Asylum's remedies under clause 14, the Client shall pay interest on the overdue amount at the rate of 5% per month. 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. Returned cheques will incur an additional fee of £40 per returned cheque.
- 4.6. Reasonable out-of-pocket expenses (for any cost incurred by Asylum on the Client's behalf, at the request of the Client, or in connection with the Services provided to the Client by Asylum) may be charged by Asylum on production of reasonable evidence of expenditure to the Client.
- 4.7. Where Asylum has provided a fixed Price, such Price shall be fixed for the Services specified in the Proposal, save that additional charges may become due where additional work is required above and beyond that anticipated, or matters become protracted, delayed or more extensive, however the Client will be notified (upon request) of any major charges for any additional Services over and above the originally estimated Price. Such cost may be invoiced as part of the final invoice

raised by Asylum and, unless otherwise specified by Asylum, shall be calculated on a time and materials basis at Asylum's then standard hourly rate.

- 4.8. In the event that the Client has approved the Final Works designed by Asylum but errors, including typos are still present, the Client shall bear any costs associated with correcting such errors (including where additional work is required by Asylum).
- 4.9. Any person with whom Asylum corresponds on behalf of the Client shall be deemed to be a Client Representative for the purposes of the Agreement.

5. INTELLECTUAL PROPERTY

- 5.1. Subject to the terms of the Agreement and for the consideration set out herein, with effect from the date of payment of the full amount of the Price in accordance with the terms of the Agreement, Asylum hereby grants to the Client an irrevocable, perpetual, worldwide and royalty free licence (to the extent possible) to all its right, title and interest in and to the Intellectual Property Rights subsisting in the single piece of finalised, completed and agreed upon Works (**Final Works**) (with the exception of Asylum's own logos or generic information or details contained therein provided to other customers of Asylum) (the **Licensed Rights**), including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Licensed Rights whether occurring before, on, or after the date of the Agreement.
- 5.2. The Client acknowledges that the Licensed Rights shall not include the Intellectual Property Rights subsisting in any additional Works supplied by Asylum, other than the Final Works, which shall remain the sole property of Asylum or its licensors. The Client shall not be permitted to use same without permission having been granted in writing by Asylum. If a choice of Works is presented by Asylum, only one design is deemed to be included within the Licensed Rights. All other designs remain the sole property of Asylum or its licensors, unless otherwise agreed in writing.
- 5.3. The Client acknowledges that the Licensed Rights may be subject to usage limitations, and any Licensed Rights are licensed for one-time use by the Client only in the format finalised by Asylum, and for the purpose and in the context in which they were originally provided. The Client further acknowledges that they may not be modified, re-used, or re-distributed in any way or form (in whole or in part) without the express written consent of Asylum and/or its licensors. The Client may request in writing permission from Asylum to use Licensed Rights (for which Asylum holds the Intellectual Property Rights) in forms other than as outlined above, and Asylum may, at its discretion, grant such permission. Such permission must be obtained in writing before any of the Licensed Rights may be so used.
- 5.4. Asylum acknowledges that any and all Intellectual Property Rights which subsist in or arise in connection with the Materials belong to the Client and/or its third party licensors. By supplying data, information and Materials to Asylum, the Client declares that it holds the requisite Intellectual Property Rights for same. By supplying same to Asylum, the Client grants Asylum permission to use same freely in the provision of the Services and development of the Works, unless stated otherwise.
- 5.5. Should Asylum supply any Works believing them not to infringe the Intellectual Property Rights of any third party, but it subsequently emerges that such Works are in fact subject to usage limitations, the Client agrees to allow Asylum to remove and/or replace such Works for alternative Works, and agrees that it shall have no right to claim against Asylum regarding same.
- 5.6. The Client agrees to grant Asylum a perpetual, unlimited, assignable and transferable licence to display the Final Works on Asylum's own website or on other media for demonstration purposes and to otherwise use same in Asylum's own publicity.

6. CLIENT'S OBLIGATIONS

- 6.1. The Client shall co-operate with Asylum in any manner reasonably required by Asylum in order to carry out the Services, including provision of information and data.

- 6.2.** The Client shall: (a) be solely responsible for providing Asylum with all data, information or Materials required in order to develop the Works to the Specification in a timely manner and for obtaining all necessary rights and permissions, and making all necessary payments for such data, information and Materials; (b) be solely responsible for the accuracy, lawfulness and completeness of the data, information and Materials provided; and (c) transmit and store all data, information and Materials in accordance with all applicable laws. The Client acknowledges that Asylum shall make no effort to validate any data, information or Materials provided by the Client for content, correctness or usability. If any such data, information or Materials is/are untrue, inaccurate, not current, or incomplete, or if the Client is otherwise in default of these terms, without limiting any other remedies, Asylum has the right to terminate or suspend the Client's use of, and licence to, the Works and Asylum, its agents, suppliers and sub-contractors have the right to recover from the Client any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- 6.3.** The Client shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, obscene, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**). Asylum will be the sole arbiter as to what constitutes Inappropriate Content. The Client shall indemnify Asylum and its third party sub-contractors against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content. Use of any Materials provided by Asylum to the Client is at the Client's risk and Asylum is not liable for the accuracy or quality of information obtained. Asylum reserves the right to refuse to accept an order for a potential Client without informing the Client of the reason, and not to undertake an order where it deems it to have Inappropriate Content (without giving reasons).
- 6.4.** Any images provided by the Client must be of a quality suitable for use and Asylum will not be held responsible for the image quality of any images provided by the Client and incorporated into the Works which the Client later deems to be unacceptable.
- 6.5.** Where the Works are required to conform to certain laws, the Client shall be responsible for ensuring such compliance (e.g. in relation to advertising or food hygiene standards). Asylum shall not be held responsible for any oversight or error in ensuring such compliance, nor will it be liable for re-publishing such Works or other additional costs.
- 6.6.** The Client agrees to comply with any terms and conditions imposed by Asylum's printers, where appropriate, which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Asylum recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed. Asylum shall not be held liable for any issues arising out of a deficient printing service.
- 7. CONFIDENTIALITY AND PUBLICITY**
- 7.1.** Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under the Agreement (**Permitted Purposes**).
- 7.2.** In relation to the Client's Confidential Information: (a) Asylum shall treat as confidential all Confidential Information of the Client supplied under the Agreement. Asylum shall not divulge any such Confidential Information to any person, except to its own employees and then only to those employees who need to know it for the Permitted Purposes. Asylum shall ensure that its employees are aware of, and comply with, this clause 7; and (b) Asylum may provide any subcontractor authorised under clause 12 with such of the Client's Confidential Information as it needs to know for the Permitted Purposes.
- 7.3.** In relation to Asylum's Confidential Information the Client: (a) shall treat as confidential all Confidential Information of Asylum; (b) shall not, without the prior written consent of Asylum, divulge any part of Asylum's Confidential Information to any person other than: (i) the Client's Representative; and (ii) other employees of the Client or any of its Affiliates who need to know it for the Permitted Purposes; and (c) undertakes to ensure that the persons mentioned in clause 7.3 are made aware, before the disclosure of any part of Asylum's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Client in terms similar to clause 7.3 (which the Client shall ensure is adhered to).
- 7.4.** The confidentiality restrictions imposed by this clause 7 shall not apply to the disclosure of any Confidential Information which: (a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 7; (b) before any negotiations or discussions leading to the Agreement was already known by the receiving party (or, in the case of the Client, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Client, the Client and its Affiliates were) not bound by any form of confidentiality obligation; or (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- 7.5.** The provisions of clause 7.2 notwithstanding, Asylum reserves the right to publicise the fact of this Agreement, the identity of the Client, and details concerning the nature of the Works provided for, inter alia, marketing and promotional purposes.
- 7.6.** The Client also agrees to allow Asylum to place a small credit on printed material, exhibition displays, advertisements and/or a link to Asylum's own website on any project if desired. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.
- 8. DATA PROTECTION**
- 8.1.** To the extent that Asylum processes any personal data as a data processor on behalf of the Client it shall act only on instructions from the Client.
- 8.2.** The Client undertakes that it has obtained all necessary consents to supply the Materials to Asylum for use in accordance with the terms of this Agreement and that it will at all times comply with the Data Protection Act 1998, including its obligations related to any personal data in respect of which it is data controller.
- 8.3.** The Client acknowledges that Asylum will be acting as a data processor, rather than as a data controller (as such terms are defined in the Data Protection Act 1998), in respect of all such data processing activities which Asylum carries out under the Agreement.
- 9. WARRANTIES**
- 9.1.** The express terms of the Agreement are in lieu of all other express or implied warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, conditions, all of which are hereby excluded to the fullest extent permitted by law.
- 9.2.** Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform the Agreement and that those entering into the Agreement are duly authorised to bind the party for whom they communicate.
- 10. INTELLECTUAL PROPERTY RIGHTS WARRANTIES AND INDEMNITY**
- 10.1.** If any third party makes a claim (**Claim**) against the Client that the Licensed Rights infringe its UK Intellectual Property Rights, or if Asylum believes that the Licensed Rights infringe or may infringe the Intellectual Property Rights of any third party (in which case Asylum shall have the option to take these steps) Asylum shall, at its option, either (a) modify the Licensed Rights so that they cease to be infringing; (b) obtain a licence to allow for their continued use, or (c) if these alternatives are, in Asylum's opinion, not commercially reasonable, Asylum shall terminate this Agreement and refund a part of the Price that the Client has paid (less an amount in consideration of the Client's use prior to such termination), provided that the Client: (i) as soon as reasonably practicable, gives written notice of the Claim to Asylum, specifying the nature of the Claim in reasonable detail; (ii) does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Asylum; (iii) gives Asylum and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client, so as to enable Asylum and its professional advisers to examine them and to take copies (at Asylum's expense) for the purpose of assessing the Claim.

- 10.2.** For the avoidance of doubt, the steps outlined in clause 10 shall not be taken where the infringement in question is attributable to the possession, use, development or modification of the Licensed Rights (or any part thereof) by the Client other than in accordance with the terms of this Agreement. These clauses 10 and 10.2 provide the Client with its exclusive remedy for any infringement claims or damages.
- 10.3.** The Client agrees to fully indemnify and hold harmless Asylum from any liabilities, howsoever arising, out of any and all claims resulting from the Client's negligent acts or omissions or breach of these Terms, including the Client: (a) using Works which are not included within the Licensed Rights; or (b) supplying Materials which infringe the Intellectual Property Rights of any third party.
- 10.4.** The Client hereby warrants that it owns the Intellectual Property Rights in the Materials, or that, where such Intellectual Property Rights are held by third parties, the Client is permitted to use and supply the Materials to Asylum for the purposes specified in this Agreement, and that in so doing, or in fulfilling any of their obligations or enforcing any of their rights under this Agreement neither the Client nor Asylum will in any way infringe such third party Intellectual Property Rights.
- 10.5.** Without prejudice to the remainder of the Agreement, Asylum shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights: (a) caused or contributed to by the Client's use of any Works other than the Licensed Rights; (b) for any use of the Licensed Rights after Asylum's re-design as contemplated in clause 5.5; or (c) where the claim for infringement arises in respect of a feature of the Licensed Rights which was specified or requested by the Client, or based on Materials provided by the Client.
- 10.6.** Nothing in this clause shall restrict or limit the Client's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11. LIMITATION OF LIABILITY – THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1.** Neither party excludes or limits liability to the other party for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; or (c) any matter for which it would be unlawful for the parties to exclude liability.
- 11.2.** Subject to clause 11.1, Asylum shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for: (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill; (b) any loss or corruption (whether direct or indirect) of data or information; (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 11.3.** Subject to clause 11.1, Asylum's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall be limited to an amount equal to the total charges paid by the Client to Asylum during the 12-month period immediately before the date on which the cause of action first arose.

12. ASSIGNMENT AND SUBCONTRACTING

The Client may not assign, sub-license, sub-contract, mortgage or otherwise transfer or dispose of this Agreement or any of its rights or obligations under it without the prior written consent of Asylum, such consent not to be unreasonably withheld or delayed. Asylum shall notify the Client of any assignment, sub-contract or other transfer of Asylum's rights and obligations hereunder, but shall not be required to obtain the consent of the Client to same.

13. DURATION

The Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 14, until the Services have been completed and the Price paid.

14. TERMINATION

- 14.1.** Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, either party may at any time terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any term of the Agreement (other than failure to pay any amounts due under the Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; (d) 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 129 of the Insolvency (Northern Ireland) Order 1989; (e) 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 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; (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party 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; (g) 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; (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; (i) 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; (j) 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; (k) 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 14.1(d) to clause 14.1(i) (inclusive); (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (m) any warranty given in clause 9 is found to be untrue or misleading.
- 14.2.** Either party may terminate the Agreement in accordance with clause 23.
- 14.3.** Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.
- 14.4.** Any provision of the Agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Agreement, including clauses 1.8, 5, 7 to 11, and 14, shall remain in full force and effect.
- 14.5.** Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 14.6.** Notwithstanding its obligations in this clause 14, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.
- 14.7.** On termination or expiry of the Agreement for any reason, each party shall as soon as reasonably practicable: (a) return, destroy or permanently erase (as directed in writing by the other party) any documents or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party. If required by the other party, it shall provide written evidence no later than 7 days' after termination of the Agreement that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for

audit purposes only and subject to the confidentiality obligations in clause 7).

14.8. On termination or expiry of the Agreement for any reason, the Client shall immediately pay any outstanding unpaid invoices and interest due to Asylum. Asylum shall submit invoices for any Services or Works that it has supplied, but for which no invoice has been submitted, and the Client shall pay these invoices immediately on receipt.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. ENTIRE AGREEMENT

17.1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

18. VARIATION

18.1. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.2. Asylum may, acting in its sole discretion, amend these General Terms from time to time.

18.3. Every time Asylum supplies Works or Services to a Client, the terms applying to the Agreement between the parties, shall be as outlined in the relevant Proposal and in the version of these General Terms in force at the time of the signing of or agreement to such Proposal.

19. SEVERANCE

19.1. If any provision or part-provision of the Agreement 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 Agreement.

19.2. If any provision or part-provision of the Agreement 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.

20. COUNTERPARTS

20.1. The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2. Transmission of the executed signature page of a counterpart of the Agreement] by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with

the original of such counterpart as soon as reasonably possible thereafter.

20.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

21. THIRD-PARTY RIGHTS

No person other than a party to the Agreement shall have any rights to enforce any term of the Agreement.

22. NO PARTNERSHIP OR AGENCY

22.1. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Agreement by giving 30 days' written notice to the affected party.

24. NOTICES

24.1. Any "notice" (as such term is specifically used in these General Terms) required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out in the Proposal or as otherwise specified by the relevant party by notice in writing to each other party.

24.2. Any notice shall be deemed to have been duly received: (a) if delivered personally, when left at the address and for the contact referred to in this clause; (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

24.3. A "notice" (as such term is specifically used in these General Terms) required to be given under the Agreement shall not be validly given if sent by e-mail.

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

25. DISPUTE RESOLUTION

25.1. The Agreement 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 Northern Ireland.

25.2. The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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