

1. DEFINITIONS AND INTERPRETATION

1.1 - In these Terms and conditions, unless the context otherwise refers, the following expressions shall have the following meanings:
Compliance365 is the trading name of Energy & Compliance Technology Ltd (company number 07311760) Registered Office 3 Paragon, Red Hall Crescent, Wakefield, West Yorkshire, WF1 2DF.
Charges: The charges detailed in the Quotation (or as per agreement provided) is payable in consideration of the supply of Goods and/or Services;
Contract: Any written or verbally agreed contract entered into between Compliance365 and the Customer relating to the supply of Goods and/or Services, being subject to these terms and conditions of business;
Contract Date: The date on which the order is instructed by the customer or the Work Order is signed by the Customer;
Customer: The instructor or the party detailed in the Work Order;
Force Majeure Event: Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of electronic systems, damage to or failure of any third party's computer Goods, software, connectivity, network or telecommunications systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
Goods and/or Services: The goods and/or services detailed in the quotation, instruction from the customer or the Work Order;
Intellectual Property Rights Copyright, database right, patents, registered and unregistered design rights, registered and unregistered trademarks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Payment Terms: The payment terms detailed in the Quotation, Work Order and/or Scope of Work Document defaulted to 14 days when unspecified;
Property Any property referred to in the Quotation, Work Order or Scope of Work Document;
Scope of Work Document The document based on the Work Order, comprising (without limitation) a project summary, a project schedule, a resource schedule, contact details and statements of data provisioning and project requirements, customer responsibilities, identified risks, contingency planning and a high level baseline plan.
Service Levels The service levels detailed in the Quotation, Work Order or Scope of Work Document relating to the supply of Goods and/or Services;
Term The duration of the Contract referred to in the Quotation, Work Order, such term commencing on a date which is reasonably notified by Compliance365 to the customer as the project live date;
Work Order The document evidencing the Contract;

1.2 In these terms and conditions of business:
1.2.1 Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
1.2.2 References to any gender includes any other gender and the singular includes the plural and vice versa;
1.2.3 The headings are for ease of reference only and shall not affect the construction or interpretation.
1.3 The following order of priority shall be applied to the interpretation of these terms and conditions of business: (i) the Special Conditions as per Quotation; (ii) the Scope of Work Document (if any); (iii) the Work Order; (iv) these terms and conditions of business.
requirement for the same, Compliance365

2. SCOPE

2.1 If the Quotation or Work Order specifies a requirement for the same, shall prepare a Scope of Work Document. If a Scope of Work Document is prepared, the Customer acknowledges that the scope of the Goods and/or Services and applicable Charges may change.
2.2 The Customer will be given the opportunity to agree to any changes to the Goods and/or Services and Charges by signing the Scope of Works Document.
2.3 In consideration for payment of the Charges, Compliance365 shall subject to these terms and conditions of business, supply the Goods and/or Services:
2.3.1 in accordance with the Work Order; or
2.3.2 if a Scope of Works Document has been signed, in accordance with the Quotation, Work Order and any Scope of Work Document.

3. TERM

3.1 - The Contract shall commence on the Contract Date and shall continue in force for:
3.1.1 - The Term; or
3.1.2 - In the absence of a specified Term, until such time that the Goods or Services have been delivered.
3.2 - If condition 3.1.1 applies, then:

3.2.1 - Upon expiry of the Term, the Services shall continue (subject to earlier termination in accordance with the Contract) for further Terms of one (1) year duration ("Subsequent Terms"), unless either party shall give to the other in writing at least six (6) months' notice to terminate, such notice not to be served any earlier than, and if served earlier it shall not be effective until, the expiry of the Term or any Subsequent Terms; and

3.2.2 - Compliance365 reserve the right to increase the Charges on the anniversary of the Contract Date, such increase to reflect any increase in the retail prices index.

4. PERFORMANCE

4.1 - Compliance365 shall deliver the Goods and/or Services detailed in the Quotation and/or Contract using:
4.1.1 - Appropriate skill and care; and
4.1.2 - Resources and materials that is suitable, skilled and experienced in the relevant subject areas.
4.2 - Compliance365 shall use all reasonable commercial endeavours to perform the Contract in accordance with the Service Levels detailed within the contract. If there are no Service Levels, Compliance365 will use all reasonable endeavours to perform the Contract within a reasonable time frame.
4.3 - Performance of the Contract is strictly dependent upon Compliance365 being granted full and unhindered access to all relevant data and where necessary individual Properties. The Customer shall allow or procure for Compliance365 access to the Property.
4.5 Compliance365 employees are restricted to working in environments that do not put the employee or others in un-necessary danger due to outside influence impacting the work area or reasonable doubt regarding building structures, health and safety issues and general dangerous work areas. Compliance365 trains all staff to be competent in the decisions regarding these circumstances.
4.6 Abortive Charges Abortive charges apply to all services cancelled with less than 48 hours notice ahead of site survey date at a rate of 50% of the quoted rate. Those cancelled within less than 24 hours will be subject to a 100% charge of the quoted rate.

5. CUSTOMER CO-OPERATION

5.1 Compliance365 and the Customer shall each appoint a single point of contact who will take ownership of the day to day contracted work and who is conversant with all aspects of the deliverables and reasonably able to deal with any matters that may arise during the course of the contract.
5.2 Compliance365 Will not guarantee the usefulness of a report if the client places any restrictive working practice or circumstances into the working area that would interfere with the procedure of full data or sample gathering exercises, these can include but are not restricted to assumptions made due to environmental variables, where the procedure of obtaining data or samples would potentially contaminate any persons or goods in a none controlled area or workspace.
5.3 The Customer shall co-operate with Compliance365 in:
5.3.1 Its performance of the Contract; and
5.3.2 The provision of all required information and documentation, so far as is practical, including any materials belonging to the Customer, reasonably requested by Compliance365 to enable Compliance365 to perform the Contract.
5.3.3 The supply of all information detailed by Compliance365 as pre-requisites on any work order or scope of work prior to work commencing. Reasonable notice will be provided by Compliance365. Any agreed SLA or agreed contract deliverable dates will not commence until all pre-requisites have been delivered.

6. REPORTS

6.1 Any reports, certificates or other documentation produced by Compliance365 will be presented to the Customer electronically. Compliance365 are committed to reducing its carbon footprint and the cost to produce hard copies of any documentation is considered as over and above the Charges. Compliance365 will charge additional administration and material costs to cover any hard copies produced and postage costs.
6.2 Compliance365 will send reports or other documentation using the frequency and forwarding details identified in the Quotation, Work Order or Scope of Work Document. Should there be no forwarding details, such reports or other documentation will be sent to the property where the data gathering exercise was carried out.
6.3 Compliance365 will not be held responsible for any failure of the Customer to collect, read or act on the recommendations contained within any report delivered to the Customer.
7. SALE OF GOODS
7.1 If the Contract comprises of the sale of tangible goods, reports or certificates ("the Goods"), the provisions of this condition 7 shall apply.

7.2 Delivery or despatch dates shall be approximate only. Time for delivery shall not be of the essence.

7.3 Delivery shall be made to the delivery address detailed in the Work Order or Scope of Work Document. The Customer shall notify Compliance365 of any change in delivery address at least seven (7) days before the expected delivery date.

7.4 Delivery shall be deemed to have taken place when the Goods are delivered to the delivery address or any other location agreed in writing.

7.5 If the Customer refuses or fails to take delivery of the Goods or fails to take any action necessary on its part for delivery of the Goods, Compliance365 shall be entitled to terminate that part of the Contract relating to the Goods with immediate effect to dispose of the Goods as Compliance365 may determine and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure including (without limitation) reasonable storage costs from the due date of delivery.
7.6 The Customer shall notify Compliance365 of any shortages or discrepancies within forty eight (48) hours of delivery. Compliance365 shall not be liable to rectify any shortages or discrepancies which have not been notified.

7.6.1 Any queries raised after 6 months of the survey date will be chargeable at 100% of the original fee to cover site reattendance and administration costs.

7.7 Risk in the Goods shall pass to the Customer at the time of delivery.

7.8 The Goods reports or certificates shall remain the property of Compliance365 until the Customer pays to Compliance365 the Charges (together with any accrued interest) and all other amounts owed by the Customer in respect of any other Contract or agreement, including as and when required to publish on any mandatory government database to complete the goods, certificate or service.

7.8.1 Until the Charge has been paid then the title and ownership of the Goods remains the property of Compliance365 and has passed to the Customer, the Customer shall:

7.8.2 not re-sell the Goods without express permission;

7.8.3 destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.8.4 take proper care of the Goods and take all reasonable steps to prevent any damage to or deterioration of them;

7.8.5 keep the Goods free from any charge lien or other encumbrance and store the Goods in such a way as to show clearly that they belong to Compliance365;

7.8.6 give Compliance365 such information relating to the Goods as Compliance365 may from time to time require.

7.9 Compliance365 reserves the right to repossess and resell any of the Goods reports or certificates to which it has reserved title, with the reimbursement to the Customer of any and all monies paid for them. Compliance365 consents to the Customer's possession of the Goods.

7.10 The Customer grants an irrevocable right and licence to Compliance365 and its employees and agents to enter the Customer's premises on reasonable notice during normal business hours for the purpose of inspecting and/or repossessing Goods to which it has retained title.

7.11 The status of Compliance365 is that of a reseller and not a manufacturer of the Goods and/or Services. In this respect and to the fullest extent permissible by law, Compliance365 is unable to offer any express warranties of any kind whatsoever in respect of the Goods. Accordingly, all warranties, conditions and other terms implied by statute (including the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
7.12 Compliance365 shall supply the Goods and/or Services on a strictly without warranty, "as is" basis.

7.13 The Goods may be sold with a manufacturer's warranty, which Compliance365 shall use its best endeavours to assign to the Customer.

8. INTELLECTUAL PROPERTY RIGHTS & LICENCE

8.1 All Intellectual Property Rights owned or used by Compliance365 in the performance of the Contract shall remain vested in Compliance365, sub-Contractors or suppliers. Except as provided, the Customer shall not acquire any rights, title or interest in such Intellectual Property Rights.

8.2 All Intellectual Property Rights created or arising under the Contract shall vest absolutely in Compliance365.

8.3 If the Contract encompasses access to any software owned or managed by

Compliance365, it grants to the Customer a non-exclusive, terminable right and licence to utilise such software for the Term.

9. SCIENTIFIC ANALYSIS & ACCURACY

9.1 Any results provided by Compliance365 comprising advice, data and conclusions are based on information supplied by the Customer and evidence known at the time to Compliance365.

9.2 All data provided, conclusions reached, or recommendations made by Compliance365 rely on regulatory, government databases and/or algorithms scientific and/or engineering concepts, disciplines and procedures used or adopted by Compliance365 and Compliance365 does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Customer has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

9.3 Compliance365 reserve the right to charge an annual fee to customers for any data retention facility, should the customer refuse to pay the annual charge the data will be archived and a copy sent to the customer when required, Compliance365 will charge an administration charge for the production of the data copy.

10. CHARGES AND PAYMENT

10.1 All invoices shall be raised and paid in accordance with the Payment Terms unless otherwise agreed in writing and detailed in an appropriate payment profile.

10.2 In the absence of any Payment Terms, Compliance365 shall issue invoices for payment 14 days after the Contract Date.

10.3 All invoices shall be payable by the Customer or third party acting on behalf of the client within thirty 30 days of issue.

10.4 Time for payment of the Charges shall be of the essence.

10.5 No payment shall be deemed to have been received until Compliance365 has received cleared funds.

10.6 All outstanding payments due to Compliance365 under the Contract shall become due immediately on its termination despite any other provision.

10.7 The Customer shall make all payments due under the Contract, in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Compliance365 to the Customer.

10.8 The Customer shall be liable to pay interest on any outstanding amount at 2.5% per calendar month to Compliance365 on any such sum from the due date for payment, accruing on a daily basis until payment is received whether before or after any judgment.

10.9 Reasonable expenses will be added at the time of invoicing, which may include but are not restricted to accommodation and meals, mileage, travel costs and parking.

10.10 Compliance365 reserves the right to charge the Customer on a time and materials basis (with reference to its current hourly rate, details of which are communicated to the Customer from time to time) if:

10.10.1 A service which forms part of the Contract is cancelled, postponed or re-arranged on less than one (1) days' notice; a 30% cancellation fee will apply for none started works with a minimum charge of £30;
10.10.2 If administrative resources have been utilised to attempt to schedule a survey, prior to cancellation, a 15% booking fee may apply;

10.10.3 A service which forms part of the Contract is performed outside the normal working hours of Monday to Friday 8:30am to 5pm or any agreed project plan;

10.10.4 Compliance365 cannot gain access to the relevant data, Property and/or the necessary personnel;

10.10.5 Any necessary services required are different to the services agreed as part of the Contract.
10.10.6 All pricing assumes a suitable floorplan will be made available for EPCs and DEC's, where not provided additional charges may be incurred

10.11 Compliance365 reserve the right to suspend performance of the Contract until such a time that any outstanding invoices have been settled. For the avoidance of doubt, during the suspension of the Contract:

10.11.1 No Goods and/or Services may be supplied;

10.11.2 Compliance365 shall have no obligation to comply with any Service Levels.

10.12 Relodgement Charges should the Customer wish to change the address to something they didn't specify at order stage then this will incur a relodgement cost and will be charged a relodgement cost and an administration cost of £30.00.

11. LIABILITY

11.1 The following provisions set out the entire financial liability of Compliance365 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1 Any breach of the Contract;

11.1.2 Any misrepresentation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Nothing in these terms and conditions excludes or limits the liability of Compliance365:

11.2.1 for death or injury caused by Compliance365's negligence;

11.2.2 For any matter which it would be illegal for Compliance365 to exclude or attempt to exclude its liability;

11.3 Subject to condition 11.1 and condition 11.2, in respect of the Contract:

11.3.1 Compliance365's total liability for any claim in Contract, tort (including negligence or breach of statutory duty), misrepresentation restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum of money which is equal to ten (10) times the Charges actually paid to Compliance365 under the Contract or one hundred thousand pounds (£100,000) whichever the lower, save that this limitation shall not apply to any claim made the insurances referred to condition 11.4;

11.3.2 Compliance365 shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any element of the Contract.

11.4 Compliance365 shall effect and maintain with a reputable insurance company:

11.4.1 a policy of professional indemnity insurance, providing no less than five million pounds (£5,000,000) indemnity cover in aggregate throughout the year for matters relating to the negligent provision of professional services

11.4.2 a policy of professional indemnity insurance, providing no less than two million pounds (£2,000,000) indemnity cover in aggregate throughout

11.4.3 a policy of public liability insurance providing no less than ten million pounds (£10,000,000)

11.5 Compliance365 shall produce to the Customer on a copy of any insurance (or broker) certificate confirming that the insurances referred to in conditions 11.4 have been obtained.

11.6 where Compliance365 requires additional information to facilitate the issue of certificates and or reports (e.g. Display Energy Certificates) the responsibility rests entirely on the customer to provide this information.

11.6.1 Failure to provide the necessary information and subsequent inability to issue a certificate is not accepted as a valid reason for non-payment

12. EARLY TERMINATION

12.1 Notwithstanding anything else contained herein, the Contract may be terminated by Compliance365 with immediate effect if the Customer:

12.1.1 is in material breach of the Contract Terms and conditions and the breach is not capable of remedy; or

12.1.2 is in material breach of the Contract and the breach is capable of remedy and that other party shall have failed to remedy that breach within thirty (30) days of notice, specifying the breach and requiring its remedy.

12.1.3 shall have a receiver, liquidator or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

13. CONSEQUENCES OF TERMINATION

13.1 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights, liabilities or outstanding invoices for goods and services

already provided of either party hereunder or at law, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or to continue in force on or after such termination.
13.2 Condition 13.1 above, and any condition which is stipulated to do so, shall survive termination of the Contract.

14. DISPUTE RESOLUTION

14.1 In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non-payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith and without recourse to legal proceedings.

14.2 If the parties are unable to resolve such dispute or difference within fifteen (15) days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to secure the dispute within thirty (30) days of the written request to do so.

14.3 If the dispute or difference is not resolved as a result of a meeting of the senior representatives of the parties pursuant to condition 14.2 above, or if no meeting of the senior representatives occurs within the prescribed time periods set out in that condition, either party may request the centre for dispute resolution ("CEDR") in writing to appoint an independent expert. Where specifically agreed by both parties, an alternative resolution will be to initiate court proceedings or adjudication under TECSA (Technology and Construction Solicitors' Association) rules, or equivalent.

14.4 If either party so requests CEDR to appoint an independent expert, such party must instruct CEDR to ensure that the expert:

14.4.1 acts as an expert and not an arbitrator;

14.4.2 Affords the parties the opportunity within reasonable time limits to make representations

indemnity cover per claim;

11.4.4 a policy of employers liability insurance providing no less than ten million pounds (£10,000,000) indemnity cover per claim.

14.6 The expert determination is to be conclusive and binding on the parties except where there is fraud or a manifest error or on matter of law.

14.5 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert, save as where otherwise directed by the expert

15. FORCE MAJEURE

15.1 If a party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under the Contract by a Force Majeure Event:

15.1.1 The Affected Party's obligations under the Contract are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;

15.1.2 as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other party (the "Non-Affected Party") in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under the Contract;

15.2 The Affected Party shall:

15.2.1 Make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Contract; and

15.2.2 as soon as reasonably possible after the Force Majeure Event, the Affected Party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Contract.

15.3 If the Force Majeure Event continues for more than three (3) months starting on the day the Force Majeure Event starts, Compliance365 may terminate the Contract by giving not less than thirty (30) days' notice in writing to the Customer.

16. CONFIDENTIALITY AND SECURITY

16.1 Each party shall treat as confidential all information obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this condition 16) or which is trivial or obvious. Each party shall ensure that its employees are

aware of and comply with the provision of this condition 16.

16.2 If Compliance365 shall appoint any sub-Contractor Compliance365 may disclose confidential information to such sub-contractor subject to such sub-Contractor giving the Customer an undertaking in similar terms to the provisions of this clause 13. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

17. ASSIGNMENT AND SUB- CONTRACTING

17.1 The Customer shall not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under the Contract without the prior written consent of Compliance365.

17.2 Compliance365 shall have the right to sub-contract the performance of any Contract to any third party.

18 NOTICES

18.1 Any notice given by one party to the other under the Contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been given two (2) days after the date of posting. Notices shall be delivered or sent to the addresses of the parties on the first page of the Contract or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of the Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.

19. FURTHER ASSURANCE

19.1 Either party shall at the request and cost of the other do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to the Contract.

20. SEVERANCE

20.1 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.

20.2 If any provision of the Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

21. THIRD PARTIES

21.1 A person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.

22. COSTS

22.1 Each party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of the Contract and all other documents to be completed in accordance with its provisions.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in the Contract is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party between the parties, or to authorise either party to act as agent for the other. Save where expressly stated in the Contract, neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

24. WAIVER AND CUMULATIVE REMEDIES

24.1 The rights and remedies provided by the Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of the Contract or of a default under the Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract.

24.2 The rights and remedies provided by the Contract are cumulative and (unless otherwise provided in the Contract) are not exclusive of any rights or remedies provided at law or in equity.

25. ENTIRE AGREEMENT

25.1 The Contract, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters.

25.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of Contract under the terms of the Contract.

25.3 Nothing in this condition 25 shall operate to exclude any liability for fraud.

26. TUPE

26.1 The Contract is not intended to operate as a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations ("TUPE").

In the event that any court or administrative body of competent jurisdiction holds the Contract to be a relevant transfer for the purposes of TUPE, the Customer shall indemnify Compliance365 against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Compliance365 in connection with or as a result of any employee of the Customer bringing any claim against Compliance365 (whether such claim is brought in Contract, tort, under statute, pursuant to European law or otherwise) that their employment has transferred to Compliance365 pursuant to TUPE.

27. NON SOLICITATION

27.1 Neither the Customer nor Compliance365 shall during the term of the Contract offer, promise, solicit, employ or Contract (direct or through a third party Contractor) any employee of the other party who has been assigned to perform Services covered by the Contract. If the Customer or Compliance365 shall employ or Contract with any such person during the term or within twelve (12) months after the termination of the Contract, such party shall pay to the other party, within sixty (60) days, a fee equal to one hundred percent (100%) of such person's most recent annual compensation with the other party.

28. EXCLUSIVITY

28.1 Compliance365 shall have the right to perform the Contract with that level of exclusivity being detailed in the Work Order.

29. GOVERNING LAW AND JURISDICTION

29.1 The Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.

29.2 Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract.