



Sessions Serve

Order and Payment Technology Agreement

RECITALS

The parties hereto wish to enter into this agreement to govern their respective rights and obligations in relation to the installation and operation by Sessions of order and payment technology at the Client's Venues.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this Clause apply in this agreement.
- Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- Charges:** the charges payable by Sessions to the Client under this agreement, Revenue Share and Station Costs as detailed in Clause 6;
- Platform / Product:** the payments system to be installed by Sessions at the Client's Venues in accordance with the term of this agreement;
- Commencement Date:** has the meaning set out in Clause 2.1;
- Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
- Holding company:** has the meaning given in Clause 1.3;
- Intellectual Property Rights:** means patents, utility models, rights to inventions, copyright and neighbouring 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;
- Subsidiary:** has the meaning given in Clause 1.3;
- Venue:** such location owned, leased or operated by the Client as the Client and Sessions may agree from time to time.
- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and

(c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. COMMENCEMENT AND DURATION

- 2.1. This agreement shall be deemed to have commenced on the date of this agreement.
- 2.2. The trial period, if applicable, shall be deemed to have commenced on the day that the first payment is taken via the Sessions platform in the venue after the signature of this agreement.
- 2.3. Subject to Clause 2.4, this agreement shall continue for 3 years from the Commencement Date, unless terminated earlier in accordance with Clause 2.4 or Clause 13 of this agreement. Following expiration of the 3 year term this agreement shall continue on a rolling basis until either party decides to terminate with 30 days written notice or the agreement is terminated in accordance with Clause 13.
- 2.4. Either party may terminate this agreement on either the first, second or third anniversary of this agreement by giving the other party at least three months' advance written notice. In the event that the Client serves a notice to terminate this agreement at any time save for as set forth above, the Client agrees to pay to Sessions an early termination fee calculated as an amount equal to the remaining estimated fees for the then current period e.g. terminating after 6 months of any annual term = 6 months of fees due and payable immediately as termination is 6 months before the contractual break.
- 2.5. In the event that the parties agree to perform a trial or pilot period in which to assess the suitability of the Platform/ Product for the Client, the commercial terms of such trial or pilot period shall be outlined in Key Terms.
- 2.6. The terms of this agreement shall apply to any trial or pilot period unless otherwise explicitly varied or amended.

3. CLIENT'S OBLIGATIONS

- 3.1. The Client shall in relation to its obligations under this agreement:
- 3.1.1. use reasonable care and skill in performing such obligations;
- 3.1.2. comply with good industry practice;
- 3.1.3. comply with all laws applicable to it;
- 3.1.4. obtain and maintain such consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;
- 3.1.5. notify Sessions of any particular health and safety and site regulations referable to a Venue.
- 3.2. The Client undertakes to notify Sessions as soon as reasonably practicable in the event that the platform is not functioning or the hardware is otherwise damaged.
- 3.3. The Client shall comply with the following technological requirements in order to benefit from the full functionality of the services to be provided by Sessions in accordance with the terms of this agreement:
- 3.3.1. a WiFi connection for EPOS devices and ticket printers (provided that all hardware supplied by Sessions has built-in multi-network 4G as a backup in the event that the WiFi is compromised);
- 3.3.2. Bluetooth for card readers to connect to EPOS devices;
- 3.3.3. a mains power source for EPOS, ticket printers and card readers (these devices have different battery lives and must remain plugged in to a mains power socket at all times); and
- 3.3.4. minimum WiFi speeds of 10mbps upload and download. If your venue does not meet these minimum requirements your venue may not be technically suitable for reliable operation of the Sessions system and you will be liable for the cost to install or upgrade to the necessary specification.

4. SESSIONS OBLIGATIONS

- 4.1. Sessions warrants in relation to its obligations under this agreement that:
- 4.1.1. it shall use reasonable care and skill in performing such obligations and use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Sessions' obligations are fulfilled in accordance with this agreement;
- 4.1.2. it shall cooperate with the Client in all matters relating to payments within the venue;
- 4.1.3. it shall comply with good industry practice;
- 4.1.4. it shall comply with all applicable statutory requirements, regulations, standards, other legal requirements and voluntary codes of conduct applicable to Sessions and/or the provision of the ordering and payments; and
- 4.1.5. it shall obtain and maintain at all times all necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations and comply with all applicable laws and regulations;

- 4.1.6. it shall observe all health and safety rules and regulations and any other security requirements that apply at any of the Venue's including without limitation Client's Contractor's safety at premises code of practice and the Client's permit to work system, each as provided to Sessions from time to time;
- 4.1.7. the Equipment is free from defects in design, materials and workmanship;
- 4.1.8. the Equipment is safe for use by Customers and safe to install in the Venues;
- 4.1.9. the Equipment corresponds to any applicable specification; and
- 4.1.10. it shall not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 4.2. Sessions shall:
- 4.2.1. service and maintain the Equipment in good and substantial repair at no cost to the Client, subject to fair use.
- 4.2.2. respond to any fault with the Equipment when notified by the Client within 48 hours; and
- 4.2.3. repair or replace any faulty Equipment within 2 working days.
- 4.3. Sessions shall provide the training and support as reasonably required to the Client in relation to the Client's use of the Platform/ Product.
- 4.4. Sessions shall indemnify the Client against all liability, claims, damages, costs and expenses (including reasonable legal expenses) awarded against or incurred or paid by the Client, up to a limit of the total transaction fees paid to Sessions, as a result of or in connection with:
- 4.4.1. a breach of a warranty given by Sessions under this Agreement;
- 4.4.2. an act or omission of Sessions its employees, agents or sub-contractors in connection with the installation, set up and running of the QR codes & Mobile Ordering; and
- 4.4.3. any claim made against the Client by a third party arising out of or in connection with the supply of the equipment and use by Customers of the QR codes & Mobile Ordering.

5. EQUIPMENT

- 5.1. Title and risk in the Equipment shall remain the responsibility of Sessions and the Client shall have no right, title or interest in or to the Equipment (save the right to use of the Equipment subject to these terms and conditions).
- 5.2. All Equipment provided by Sessions is owned by Sessions and is protected by policies of insurance that provide for next-business day replacement if any software faults occur or any hardware failures arise due to fair wear and tear.
- 5.3. At the end of the term of this agreement all Equipment must be returned to Sessions within 5 working days in good working order. Any Equipment not returned in good working order, for whatever reason, within this time will be subject to the full cost of the Equipment.
- 5.4. Any Equipment that is lost or stolen will be subject to the full replacement cost of the Equipment.

6. CHARGES

- 6.1. Sessions shall pay the Charges to the Client in accordance with this Clause 6.
- 6.2. Unless otherwise stated, the Charges are exclusive of VAT which shall be payable, if applicable, in addition to the Charges.
- 6.3. Except as provided for in Clause 6.1, Sessions shall be responsible for the costs incurred in connection with the installation of any hardware or software.

7. CONFIDENTIALITY

- 7.1. **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of this agreement in connection with this agreement, including information which:
 - 7.1.1. relates to the existence and terms of this agreement;
 - 7.1.2. would be regarded as confidential by a reasonable business person relating to the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the Group to which the disclosing party belongs); and
 - 7.1.3. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the Group to which the disclosing party belongs); or
 - 7.1.4. is specified as confidential.
- 7.2. The provisions of this Clause shall not apply to any Confidential Information that:
 - 7.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause); or
 - 7.2.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
 - 7.2.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 7.2.4. the parties agree in writing that it is not confidential or may be disclosed.
- 7.3. Each party shall keep the other party's Confidential Information confidential and shall not:
 - 7.3.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (**Permitted Purpose**); or
 - 7.3.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause.
- 7.4. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- 7.4.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- 7.4.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a party to this agreement, and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause.
- 7.5. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 7.6. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 7.7. On termination of this agreement, each party shall:
 - 7.7.1. return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 7.7.2. erase all the other party's Confidential Information from computer and
 - 7.7.3. communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
 - 7.7.4. certify in writing to the other party that it has complied with the requirements of this Clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause shall continue to apply to any such documents and materials retained by a recipient party.

8. LISTINGS AND ANNOUNCEMENTS

- 8.1. The Client hereby grants Sessions a non-exclusive, royalty free licence for the duration of this agreement to use the Client's Intellectual Property Rights in order to publicise the installation of order and payment technology at the Client's Venues, whether through Sessions' internet-based customer application, print or online advertisements or such other media. Sessions would require prior approval from the client for publicising through print, or online advertisements or such other media.
- 8.2. Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other party. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

9. DATA PROTECTION

9.1. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Legislation. A reference to "Data Protection Legislation" means the Data Protection Act 2018, the Data Protection Directive 95/46/EC (until repealed) and the General Data Protection Regulation 2016/679 and any legislation that implements the GDPR in the United Kingdom and all other applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data. A reference to the expressions "processing", "Personal Data" and "Data Controller" shall bear their respective meanings referred to in the Data Protection Legislation.

9.2. Sessions shall not process personal data relating to customers or employees of the Client on behalf of the Client without the prior written consent of the Client and the entering into of a formal agreement with regard to such processing

10. EXCLUSIVITY

The Client agrees that it shall not, and shall procure that no Venue shall, without the prior written consent of the other party, at any time during the term of this agreement, promote or install or allow any third party to promote or install any other service related to order and payment. The client shall remove or replace any existing order and payment functionality from their venues within 30 days upon signing this agreement unless otherwise agreed.

11. INSURANCE

11.1. During the term of this agreement, Sessions shall maintain in force, with a reputable insurance company, public and product liability insurance in an amount not less than £5,000,000.

11.2. During the term of this agreement, the Client shall maintain in force, with a reputable insurance company, property contents insurance in an amount sufficient to repay to Sessions the cost of any hardware in the event of any loss or theft.

12. LIMITATION AND EXCLUSION OF LIABILITY

12.1. Nothing in this agreement shall limit or exclude a party's liability:

12.1.1. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

12.1.2. for fraud or fraudulent misrepresentation;

12.1.3. for breach of any obligation as to title or quiet possession implied by statute; or

12.1.4. for any other act, omission, or liability which may not be limited or

12.1.5. excluded by law;

12.1.6. under an indemnity.

12.2. Subject to Clause 12.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, or for any indirect or consequential loss arising under or in connection with the agreement.

12.3. Subject to Clause 12.1, the Client's total liability to Sessions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with

this agreement shall be limited to the aggregate Charges paid to the Client in the preceding 12 month period.

12.4. The parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 12 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed modified only to the extent necessary to make the limitation or provision enforceable.

13. TERMINATION OF AGREEMENT

13.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party:

13.1.1. if the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

13.1.2. if the other party repeatedly breaches any of the terms of this 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 this agreement;

13.1.3. if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.1.4. if 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 (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.1.5. if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company, limited liability partnership or partnership) 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;

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

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

13.1.8. if a person becomes entitled to appoint a receiver over the assets of the

13.1.9. other party or a receiver is appointed over the assets of the other

party;

- 13.1.10. if the other party (being an individual) is the subject of a bankruptcy petition, application or order;
- 13.1.11. if 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 the other party's assets and such attachment or process is not discharged within 14 days;
- 13.1.12. if 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 13.1.3 to Clause 13.1.11 (inclusive);
- 13.1.13. if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION

- 14.1. Termination of this 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.
- 14.2. On termination of this agreement, each party shall, and shall use all reasonable endeavours to procure that its representatives shall, as soon as reasonably practicable after termination of this agreement:
 - 14.2.1. return or destroy (as directed by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this agreement. If reasonably required by the other party, it shall provide written evidence that these have been destroyed and that it has not retained any copies of them; and
 - 14.2.2. Upon termination of this Agreement Sessions shall:
 - 14.2.2.1. arrange for collection of all Sessions hardware within 5 business days following termination;
 - 14.2.2.2. immediately stop using the Client's Trademark;
 - 14.2.2.3. remove the Client's name from any publications and applications promoting the QR codes & Mobile Ordering; and
 - 14.2.2.4. immediately calculate any outstanding Charges, and deducts for unreturned Equipment, and make payment to the Client of such outstanding Charges within 10 working days.

15. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this 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 13 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

16. ASSIGNMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge,

subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

17. VARIATION

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

18. NOTICES

- 18.1. A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this agreement or as otherwise notified in writing to the other party.
- 18.2. The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Email	At any time
Pre-paid first class post or another next working day delivery service.	9.00am on the second Business Day after posting.

- 18.3. For the purpose of Clause 18.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
 - 18.4. A notice given under this agreement is valid if sent by email. This Clause 18.4 shall not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.
- #### **19. SEVERANCE**
- 19.1. If any provision or part-provision of this 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 this agreement.
 - 19.2. If any provision or part-provision of this 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. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership 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.

21. WAIVER

- 21.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 21.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. COUNTERPARTS

- 22.1. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.2. Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. 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.

23. THIRD PARTY RIGHTS

- 23.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 23.2. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. FURTHER ASSURANCE

- 24.1. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

25. ENTIRE AGREEMENT

- 25.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 25.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

26. ANTI-BRIBERY

- 26.1. Sessions shall:
- 26.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");

- 26.1.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 26.1.3. comply with the Client's ethics, anti-bribery and anti-corruption policies as may be produced and updated from time to time;
- 26.1.4. have and shall maintain in place throughout the term of its appointment as a supplier its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the provisions of this Clause and will enforce them where appropriate;
- 26.1.5. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by it in connection with the provision of Services pursuant to the Agreement; and
- 26.1.6. immediately notify the Client (in writing) if a foreign public official becomes an officer or employee of Sessions and/or acquires a direct or indirect interest in Sessions.
- 26.2. Sessions shall ensure that any person associated with Sessions who is performing services in connection with the Agreement does so only on the basis of a written contract that imposes on and secures from such person terms equivalent to those imposed on Sessions in this Clause 26 ("**Relevant Terms**"). Sessions shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 26.3. Breach of this Clause 26 shall be deemed a material breach of this Agreement.
- 26.4. For the purpose of this Clause 26, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 26 a person associated with Sessions includes any subcontractor of Sessions.

27. MODERN SLAVERY ACT

- 27.1. Sessions warrants that:
- 27.1.1. neither Sessions nor any of its officers, employees, agents or subcontractors has:
- 27.1.1.1. committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**");
- 27.1.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 27.1.1.3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 27.1.2. it shall comply with the Modern Slavery Act 2015;
- 27.1.3. it shall notify the Client immediately in writing if it becomes aware

or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Sessions' obligations under this clause 27.

27.2. The Client (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of Sessions' operations, facilities and working conditions and its ethical procedures to ensure that Sessions has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required by Sessions to perform the services and equipment in accordance with the Modern Slavery Act 2015 and for that purpose shall be entitled to have access to Sessions' premises and to any premises of Sessions' subcontractors or agents where services are being performed during normal working hours on giving reasonable notice to Sessions.

27.3. Breach of this Clause 27 may be deemed a material breach of this agreement, at the Client's discretion.

28. GOVERNING LAW

This 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 England and Wales.

29. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject.