



PURCHASE OF SERVICES AGREEMENT

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

2. DEFINITIONS:

Accreditation: all and any such accreditation and/or quality assurance certification as may be required by Pixel Pudding from time to time in order that the Supplier can fulfil its obligations to perform the Services in accordance with the relevant accreditation and/or quality assurance certification;

Affiliates: means any Subsidiaries and Associated Companies;

Agreement: means these terms and conditions together with all Statement of Works;

Associated Companies: means any associated company of either Party from time to time within the meaning of Section 449 of the Corporation Tax Act 2010 or any subordinate legislation;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Confidential Information: of either Party means all information and material relating to the business, customer information, systems or affairs of that party, its representatives or its customers that is or has been: (a) disclosed by that Party to the other Party under or in connection with this Agreement, whether orally, electronically, in writing or otherwise, including copies or (b) learnt, acquired or generated by the other Party in connection with this Agreement; including, without limitation, the terms of this Agreement;

Deliverables: all products and materials developed by the Supplier in relation to the Services in any media, including without limitation computer programs, data, diagrams, reports and specifications (including drafts);

Disclosing Party: the Party disclosing Confidential Information;

End Customer: Pixel Pudding's Customer;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Pixel Pudding Parties: means Pixel Pudding, any Affiliates of Pixel Pudding, any End Customer, any Affiliates of any End Customer, any Replacement Supplier and any Affiliates or direct or indirect subcontractors of any Replacement Supplier (and "Pixel Pudding Party" shall be construed accordingly);

Pixel Pudding's Responsibilities: Pixel Pudding's obligations as set out in Clause 5;

Man Day: a day of not less than eight hours spent working on the Services;

Milestones: means any date set out in the relevant Statement of Work for the performance of any Service or the supply of any Deliverable, as the case may be;

Parties: means Pixel Pudding and the Supplier (and "Party" shall be construed accordingly);

Personnel: means, in respect of a Party, its employees, agents and subcontractors;

Receiving Party: the Party receiving Confidential Information;

Replacement Supplier: any third party supplier of Services or services similar or equivalent to the Services (or any part thereof) appointed by Pixel Pudding (or its Affiliates) or by any End Customer (or its Affiliates) from time to time;

Services: the consulting and related services to be supplied, and obligations to be performed, by the Supplier as more particularly set out in the Statement of Work;

Statement of Work: means the statement of work describing the Services and setting out the timetable and responsibilities for the provision of the Services by the Supplier in accordance with the Contract;

Subsidiaries: means any subsidiary of either party from time to time within the meaning of Section 1159 of the Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006. In the case of Pixel Pudding, it means Pixel Pudding Limited and / or any Affiliate of Pixel Pudding Limited;

Supplier Parties: means the Supplier, any Affiliates of the Supplier and any direct or indirect subcontractors of any such party and their Affiliates (and "Supplier Party" shall be construed accordingly); and

VAT: value added tax chargeable under English law for the time being and any similar tax.

- 2.1. Headings do not affect the interpretation of this agreement.
- 2.2. Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, and words denoting persons include firms and corporations and vice versa.
- 2.3. A reference to a 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.
- 2.4. Any Affiliate of Pixel Pudding or the Supplier may enter into a Statement of Work, and each such Affiliate of Pixel Pudding will be deemed to be Pixel Pudding and each such Affiliate of the Supplier will be deemed to be the Supplier, under an Agreement with respect to any such Statement of Work. The Supplier will be liable for the performance of the obligations of its Affiliates pursuant to a Service Contract. Pixel Pudding and its Affiliates will be able to enforce this Agreement on the Supplier. Both Parties shall make this Agreement available to its Affiliates.
- 2.5. Nothing in the Agreement is intended or shall be construed to create a relationship of agency or partnership between the Supplier and the Client and it is expressly understood that neither the Supplier nor any of its Staff are employees or agents of the Client. Accordingly, except as expressly authorised herein, no party shall have any authority to act or make representations on behalf of the other party, and nothing herein shall impose liability on a party in respect of any liability incurred by another party to a third party.
- 2.6. If there is an inconsistency between any provisions of this Agreement and the Provisions of the Statement of Work, the provisions of this Agreement shall prevail in preference to the Statement of Work.

3. APPLICATION OF CONDITIONS

- 3.1. These terms and conditions shall apply to all Services requested by Pixel Pudding from Supplier. A separate agreement for the Services on these terms and conditions, together with any additional terms recorded in writing in the Statement of Work by the parties as applicable, shall come into force on the date on which each Statement of Work is agreed

in writing between the parties (a "Contract"). No Statement of Work shall be binding on Pixel Pudding unless and until accepted by Pixel Pudding in writing.

- 3.2. Both parties acknowledge that they are bound to comply with all schedules and Statements of Work that have been accepted by Pixel Pudding in writing.
- 3.3. These conditions shall:
 - 3.3.1. apply to and be incorporated in the Contract; and
 - 3.3.2. prevail over any terms or conditions contained in, or referred to in, the Supplier's quote, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 3.4. Any variation of the Contract shall be in writing and signed by or on behalf of both of the Parties.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1. The Supplier shall manage and complete the Services, and deliver the Deliverables, in accordance with the Statement of Work. The Supplier shall allocate sufficient and skilled resources to the Services to enable it to comply with this obligation.
- 4.2. The Supplier shall deliver the Services in accordance with the Statement of Work or any service levels agreed between the parties and together with any other requirements of Pixel Pudding and/or the End Customer.
- 4.3. Time is of the essence as to the performance of the Services. If the Supplier fails (in any case where Clause 4.1 applies) to deliver the Services and the Deliverables within the time stipulated for their delivery or to meet any performance dates specified in the Statement of Work, Pixel Pudding shall be immediately entitled to:
 - 4.3.1. cancel this Agreement in whole or in part without liability to the Supplier;
 - 4.3.2. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 4.3.3. purchase substitute services elsewhere;
 - 4.3.4. hold the Supplier accountable for any loss and additional costs incurred; and
 - 4.3.5. have refunded by the Supplier all sums previously paid by Pixel Pudding to the Supplier under this agreement.

- 4.4. The Supplier shall co-operate with Pixel Pudding and/or its End Customer in all matters relating to the Services.
- 4.5. Pixel Pudding and/or the End Customer may for any reason decline to accept any Personnel (including replacements) proposed by the Supplier to work on the Services, and in such event the Supplier shall propose a replacement without delay. The Supplier shall ensure the continued availability of each member of the Supplier's Personnel during the duration of the Statement of Work. The Supplier shall promptly notify Pixel Pudding and/or the End Customer if any member of the Supplier's Personnel is unable to work due to illness.
- 4.6. If the Supplier wishes to replace a member of the Supplier's Personnel, it shall seek the prior written approval of Pixel Pudding and/or the End Customer. If at any time the Pixel Pudding and/or the End Customer considers that any member of the Supplier's Personnel is not suitable for the purpose of this agreement, then Pixel Pudding and/or the End Customer may require the Supplier to replace that person with a suitable alternative without delay. For the avoidance of any doubt, no change of member of the Supplier's Personnel should affect the Milestones.
- 4.7. The Supplier acknowledges and agrees that:
- 4.8. Pixel Pudding is entering into this agreement on the basis that the Supplier is able to provide the Services and hold themselves out as an expert in the provision of the Services so requested by Pixel Pudding;
 - 4.8.1. If it considers that Pixel Pudding is not or may not be complying with any of Pixel Pudding's Responsibilities, it shall only be entitled to rely on this as relieving performance:
 - 4.8.2. to the extent that it restricts or precludes performance of the Services by the Supplier; and
 - 4.8.3. if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to Pixel Pudding in writing;
 - 4.8.4. During the term of each Contract and for a period of 6 months following the termination of each Contract, the Supplier shall not (except with the prior written consent of Pixel Pudding, such consent not to be unreasonably withheld or delayed) solicit work from, or carry out work for, an End Customer with which the Supplier has been engaged on an Contract; and
 - 4.8.5. It shall only upload and showcase work undertaken under a Contract on the Supplier's website with the permission of Pixel Pudding and pursuant to the terms provided by Pixel Pudding to the Supplier.

5. PIXEL PUDDING'S RESPONSIBILITIES

- 5.1. Pixel Pudding shall:
- 5.1.1. reasonably co-operate with the Supplier in all matters relating to the Services;
 - 5.1.2. provide such access to the Pixel Pudding's premises and data, and such office accommodation and other facilities, as may reasonably be required by the Supplier and agreed by the Pixel Pudding in advance for the purposes of the Services and shall use reasonable endeavours to procure the same from the End Customer; and
 - 5.1.3. provide, in a timely manner, such information as the Supplier may request, and Pixel Pudding considers reasonably necessary, in order to carry out the Services and ensure that all information Pixel Pudding provides is accurate in all material respects and shall use reasonable endeavours to procure the same from the End Customer.

6. CHANGE CONTROL PROCEDURE

- 6.1. The Parties agree that the process for changing, reducing or adding to the Services or implementing other changes or proposed changes to any Statement of Work will be through the procedures set out in this Clause 6.
- 6.2. Pixel Pudding reserves the right to issue a Change Control Note ("CCN") to the Supplier, detailing the change requirements. The Supplier will use best endeavours to implement all the changes as detailed in the CCN, in a timely manner using the highest level of care, skill and diligence with best practice in the Supplier's industry, profession or trade.
- 6.3. The Supplier agrees that if the End-Customer has a particular change control procedure in place, the Supplier will fully comply with any such procedure.

7. CHARGES AND PAYMENT

- 7.1. Clause 7.2 shall apply if the Services are to be provided on a time-and-materials basis. Clause 7.3 shall apply if the Services are to be provided for a fixed price. The remainder of this Clause 7 shall apply in either cases.
- 7.2. Where the Services are provided on a time-and-materials basis:
- 7.2.1. the charges payable for the Services shall be calculated in accordance with the Supplier's standard Man Day fee rates in force for the Supplier's Personnel

involved in the supply of the Services, details of which are set out in the Statement of Work;

- 7.2.2. the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays) or as otherwise agreed between the Parties in a Statement of Work;
 - 7.2.3. the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's Personnel unless it has Pixel Pudding's prior written consent to do so;
 - 7.2.4. the Supplier shall ensure that, where applicable, the members of the Supplier's Personnel complete time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 7.2.5; and
 - 7.2.5. the Supplier shall invoice Pixel Pudding monthly in arrears for its charges for time, expenses and materials (together with VAT), where appropriate) for the month concerned, calculated as provided in this Clause 7. Each invoice shall set out the time spent by each member of the Supplier's Personnel and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 7.3. Where the Services are provided for a fixed price, the total price for the Services (including expenses) shall be the amount set out in the Statement of Work. The total price shall be paid to the Supplier in accordance with the payment frequency set out in the Statement of Work. The Supplier shall invoice Pixel Pudding for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in this Clause 6.
- 7.4. The Supplier's charges exclude VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.5. Pixel Pudding shall pay each invoice properly due, issued and submitted by Supplier within 60 days of the end of month in which the invoice is received.
- 7.6. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as Pixel Pudding shall approve. The Supplier shall allow Pixel Pudding and/or the End Customer to inspect such records at all reasonable times on request.

- 7.7. Without prejudice to any other right or remedy it may have, Pixel Pudding reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by Pixel Pudding to the Supplier under this agreement.
- 7.8. Pixel Pudding shall make all payments for the Services without withholding or deduction of, or in respect of, any tax unless required by law (in which case Pixel Pudding shall make such withholding or deduction in the minimum amount required by law).
- 7.9. To the extent that Pixel Pudding uses the Services supplied by the Supplier to supply equivalent services to another entity and that other entity withholds or deducts an amount of, or in respect of, tax from any payments which it makes to Pixel Pudding for the supply of those services without paying to Pixel Pudding such additional amount as will ensure that Pixel Pudding receives the same total amount that it would have received if no such withholding or deduction had been required to be made, the total price for the Services (excluding any VAT) shall be reduced by the amount of such withholding or deduction.

8. QUALITY OF SERVICES

8.1. The Supplier warrants to Pixel Pudding that:

- 8.1.1. the Supplier will perform the Services with the highest degree of care and skill and in accordance with best industry practice;
- 8.1.2. the Services will conform with all descriptions and specifications provided to Pixel Pudding by the Supplier, including the Statement of Work;
- 8.1.3. the Services will be provided in accordance with all applicable legislation from time to time in force;
- 8.1.4. holds the Accreditation, meets and intends to continue to meet for at least the term of this Agreement all necessary criteria to ensure it continues to hold the Accreditation;
- 8.1.5. has done nothing whether by act or omission which may in any way jeopardise or cause the Supplier to lose (in full or in part) any element of the Accreditation;
- 8.1.6. will immediately inform Pixel Pudding if it becomes, is, or ought reasonably to have become aware of any acts, omissions or factors which may jeopardise or cause it to lose (in full or in part) any element of the Accreditation; and
- 8.1.7. there is no alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables).

- 8.2. Pixel Pudding's rights under this agreement are in addition to the statutory terms implied in favour of Pixel Pudding by the Supply of Goods and Services Act 1982 and any other statute.
- 8.3. The provisions of this Clause 8 shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the Supplier.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Supplier hereby assigns to Pixel Pudding, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).
- 9.2. The Supplier shall, promptly at Pixel Pudding's request, do or procure to be done all such further acts and things and the execution of all such other documents as Pixel Pudding may from time to time require for the purpose of securing for Pixel Pudding the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Pixel Pudding in accordance with Clause 9.1.

10. INDEMNITY

- 10.1. Nothing in this Agreement shall limit or exclude a Party's liability:
- 10.1.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2. for fraud or fraudulent misrepresentation;
 - 10.1.3. under any indemnity; or
 - 10.1.4. for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.2. The Supplier shall indemnify and hold Pixel Pudding harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Pixel Pudding as a result of or in connection with:

- 10.2.1. any claim made against Pixel Pudding in respect of any liability, loss, damage, injury, cost or expense sustained by Pixel Pudding's employees or agents or by any Pixel Pudding or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this agreement by the Supplier; or
 - 10.2.2. any breach of the confidentiality clause (Clause 11); or
 - 10.2.3. any breach of the anti-bribery clause (Clause 15); or
 - 10.2.4. Any breach of the warranties clause (Clause 8.1).
- 10.3. During the term of this agreement, the Supplier shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £1,000,000 and shall, on Pixel Pudding's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 10.4. Pixel Pudding shall not in any circumstances be liable to the Supplier for loss of profits, business or contracts or any other indirect or consequential loss caused in any way by some act, omission, or misrepresentation (excluding any fraudulent or negligent misrepresentation) committed in connection with this contract (whether arising from negligence, breach of contract or howsoever), even if such loss was reasonably foreseeable or if the Supplier had advised the Pixel Pudding of the possibility of such loss.
- 10.5. Save for in respect of liability arising under Clause 10.1, the total aggregate liability of the Pixel Pudding to the Supplier from any cause relating to or arising out of this contract, regardless of the form of action whether in contract, tort or otherwise, will not exceed the price paid by Pixel Pudding to the Supplier in the 3 months prior to the breach occurring under a Contract.

11. CONFIDENTIALITY AND PIXEL PUDDING'S PROPERTY

- 11.1. Both Parties shall keep in strict confidence all technical or commercial know-how, passwords, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the Disclosing Party to the Receiving Party or its agents, and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain. Both Parties shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the relevant Party's obligations to the other, and shall ensure that

their Personnel are subject to obligations of confidentiality corresponding to those which bind the Parties.

- 11.2. The Supplier hereby consents to Pixel Pudding sharing all Confidential Information with any End Customer.
- 11.3. All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by Pixel Pudding to the Supplier shall at all times be and remain the exclusive property of Pixel Pudding, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Pixel Pudding, and shall not be disposed of or used other than in accordance with Pixel Pudding's written instructions or authorisation.
- 11.4. This Clause 11 shall survive for two years post-termination of this agreement for any reason.

12. TERMINATION

- 12.1. Without prejudice to any other rights or remedies to which Pixel Pudding may be entitled, Pixel Pudding may terminate this agreement without liability to the Supplier if:
 - 12.1.1. the performance of the Services is delayed, hindered or prevented by circumstances beyond the Supplier's reasonable control; or
 - 12.1.2. the Supplier commits any breach of its obligations under this agreement and fails to remedy that breach within 14 days of receiving written notice from Pixel Pudding requiring its remedy; or
 - 12.1.3. an order is made or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Supplier; or
 - 12.1.4. an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 12.1.5. a receiver is appointed of any of the Supplier's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's assets; or

- 12.1.6. the Supplier makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - 12.1.7. the Supplier ceases, or threatens to cease, to trade, or Pixel Pudding reasonably believes the Supplier is likely to cease to trade; or
 - 12.1.8. there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010; or
 - 12.1.9. the Supplier takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.2. Pixel Pudding shall have the right to terminate this Agreement without cause by providing 5 days' notice to the Supplier.
- 12.3. On termination of this agreement for any reason, the Supplier shall immediately deliver to Pixel Pudding all Pixel Pudding Data. The Supplier shall certify to Pixel Pudding that it has not retained any copies of such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in Clause 10.
- 12.4. On termination of this agreement by Pixel Pudding, the Supplier shall immediately deliver to Pixel Pudding all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Pixel Pudding (to the extent that they have not already done so by virtue of clause 9.1), who shall be entitled to enter the premises of the Supplier to take possession of them. The Supplier hereby grants Pixel Pudding and its Personnel an irrevocable licence to enter any premises where the materials are stored or located in order to repossess the same.
- 12.5. Termination of this agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- 12.6. Pixel Pudding reserves the right to cancel a Statement of Work/Services at any time before the start date without incurring any cost or penalty. Where possible, Pixel Pudding shall give advance notice of any such cancellation.

13. REMEDIES

- 13.1. If any Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this agreement, Pixel Pudding shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
- 13.1.1. to act in accordance with Clause 3.1; or
 - 13.1.2. to rescind this agreement; or
 - 13.1.3. to refuse to accept the provision of any further Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by Pixel Pudding to the Supplier under this agreement; or
 - 13.1.4. to require the Supplier, without charge to Pixel Pudding, to carry out such additional work as is necessary to correct the Supplier's failure; or
 - 13.1.5. and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of this agreement not otherwise covered by the foregoing provisions of this clause.

14. FORCE MAJEURE

- 14.1. Pixel Pudding reserves the right to defer the date for performance of, or payment for, the Services, or to cancel this agreement, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of Pixel Pudding or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

15. ANTI-BRIBERY AND ANTI-CORRUPTION

- 15.1. The Supplier shall perform its duties under this Agreement in accordance with applicable laws, rules, regulations or ordinances, including complying with all applicable anti-corruption laws, including the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act ("FCPA"), and all comparable laws in Pixel Pudding's local country. The Supplier shall not retaliate against Pixel Pudding, if Pixel Pudding has, in good faith, reported a possible violation of this Clause or refused to participate in activities that violate this Clause.
- 15.2. Breach of Clause 15.1 shall be deemed to be a breach under Clause 12.

16. WAIVER

- 16.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 16.2. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. EMPLOYEES AND NON-SOLICITATION

- 17.1. During the term of this Agreement and for a period of 6 months from its termination the Supplier will not induce, entice or solicit for employment any member of the other's then current personnel. This clause shall not apply to any applicant who applies to the Supplier on the basis of a general job advertisement.
- 17.2. In respect of any breach of Clause 17.1, Pixel Pudding, in addition to any other remedies available in the Statement of Work or at law, shall be entitled to recover from the Supplier in breach the costs of recruiting and training a replacement for any member of Pixel Pudding's personnel employed or solicited for employment.

18. ASSIGNMENT

- 18.1. The Supplier shall not, without the prior written consent of Pixel Pudding, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2. Pixel Pudding may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

19. THIRD PARTY RIGHTS

- 19.1. Save as provided for in Clauses 19.2 and 19.3 below, this Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns, and save as provided for in Clauses 19.2 and 19.3 below, is not intended to benefit, or be enforceable by, anyone else.

- 19.2. Pixel Pudding may pass on the benefit of any indemnity or other provision obtained from the Supplier in this Agreement to any other Pixel Pudding Party each of which may enforce directly any indemnity or other provision set out in this Agreement which is for its benefit by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 19.3. The Supplier recognises that losses may be suffered by any Pixel Pudding Party and not by Pixel Pudding itself but nevertheless, the Supplier will not use this as a reason for not complying with the indemnity and other provisions in this Agreement.

20. NOTICES

- 20.1. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in this Agreement (Schedule 1), or such other address as may have been notified by a party for such purposes, or sent by email to the other party's email as set out in this Agreement. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time when it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 20.2. At the date of signing, the notice details of the Parties are as detailed in the table below. Should these details change, the relevant Party may send notice of such change using the procedure detailed in Clause 20.1.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 21.2. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).