

# ROUGEMONT SECURITY LTD

## MASTER SERVICES AGREEMENT (MSA)

### 1 DEFINITIONS

1.1 In these terms and conditions (hereinafter collectively referred to as '**Conditions**')

1.2 '**Contract**' means together, the Statement of Work and these Terms and Conditions.

1.3 '**Controller**', '**Processor**', '**Data Subject**', '**Personal Data**', '**Personal Data Breach**', '**processing**' and '**appropriate technical and organisational measures**' means as defined in the Data Protection Legislation.

1.4 '**Client**' means you, the corporate entity requesting Services and/or Deliverables from Rougemont Security.

1.5 '**Data Protection Legislation**' means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

1.6 '**Deliverables**' means the deliverables supplied by Rougemont Security under the terms of this Contract as set out in the Statement of Work.

1.7 '**Delivery Dates**' means any applicable dates set out in the Statement of Work (or otherwise mutually agreed in writing) for the provision of the Services and/or the Deliverables.

1.8 '**Fees**' means the fees set out in the Statement of Work.

1.9 '**Intellectual Property Rights**' means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.

1.10 '**Man Day**' means a period of 7.5 hours.

1.11 '**Restricted Information**' means any confidential or restricted information which is disclosed by one party to the other party either directly or indirectly pursuant to or in connection with any Contract (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such).

1.12 '**Services**' means the services specified in the Statement of Work, including any Installation Services.

1.13 '**Term**' has the meaning given to it in the Statement of Work.

1.14 '**UK Data Protection Legislation**' means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and

Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.15 '**Working Day**' means any day other than a Saturday or Sunday when banks are open for business in London.

1.16 In this Contract, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.17 In this Contract, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.18 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.19 In this Contract headings will not affect the construction of these Conditions.

### 2 BASIS OF CONTRACT

2.1 The Client agrees that this Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied upon any statement, promise, representation, assurance or warranty made or given by or on behalf of Rougemont Security which is not set out in this Contract.

2.2 This Contract shall not create any agency or partnership between the parties or any third party.

2.3 These Conditions apply to this Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

### 3 SERVICES TO BE PROVIDED

3.1 In consideration of the Fees payable by the Client pursuant to this Contract, Rougemont Security shall provide the Services and the Deliverables during the Term in accordance with the terms of this Contract.

3.2 Rougemont Security warrants that it will perform the Services with reasonable skill and care, using qualified and experienced personnel and in accordance with applicable laws.

3.3 Rougemont Security shall use all reasonable endeavours to provide the Services and the Deliverables in accordance with their description as published or supplied by Rougemont Security in all material respects.

3.4 Rougemont Security shall use its reasonable endeavours to meet any Delivery Dates but any such Delivery Dates shall be estimates only and time for performance shall not be of the essence of this Contract.

3.5 Where Rougemont Security is unable to provide the Services and/or the Deliverables by the relevant Delivery Dates, Rougemont Security shall use reasonable endeavours to inform the Client prior to the relevant Delivery Date and re-arrange an alternative mutually convenient date as close as is reasonably practicable to the original pre-agreed Delivery Date.

3.6 Where the Statement of Work specifies:

3.6.1 that the Term is for a period longer than 12 months; and

3.6.2 that the Services are based on Man Days, the Client agrees that Fees in respect of any unused Man Days will not be carried over to the following 12 months unless otherwise agreed by Rougemont Security in writing.

3.7 Rougemont Security is not obliged to provide the services of a named individual in respect of the Services and may provide a substitute to perform the services. Rougemont Security acknowledges that the Client has the right to refuse the substitute if in the reasonable view of the Client, the substitute(s) have insufficient qualifications and expertise to carry out the work. It is also agreed that Rougemont Security will remain liable for all acts and/or omissions of any substitute(s) provided.

3.8 All references to set hours of work are estimates for the purpose of costing the Services to be provided by Rougemont Security and it is intended that Rougemont Security will have absolute discretion to determine how and when the Services will be performed provided always that Rougemont Security shall keep the Client informed as to when Rougemont Security Staff will be present at the Client's site.

#### **4 SERVICE CHANGE REQUEST**

4.1 If at any time before the due completion of the Services, the Client wishes to change all or any part of the Services and/or Deliverables, then the Client shall provide Rougemont Security with full written particulars of such proposed changes and with such further information as Rougemont Security may reasonably require in connection with such proposed changes.

4.2 Rougemont Security shall then submit to the Client as soon as reasonably practicable a written proposal for such changes specifying what changes (if any) will be required to Fees payable by the Client to Rougemont Security and what adjustments will be required to the Statement of Work and any applicable Delivery Dates.

4.3 Upon receipt of the revised quotation detailed in Condition 4.2, the Client may elect either:

4.3.1 to accept such quotation, in which case this Contract shall be amended pursuant to Condition 12.5; or

4.3.2 to withdraw the proposed alterations in which case this Contract shall continue in force unchanged, and Rougemont Security shall be entitled to make a reasonable charge for considering such changes and preparing the proposal detailed within Condition 4.2 and if the Client's request for such changes is subsequently withdrawn but results in a delay in the performance of the Services then Rougemont Security shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.

4.4 Rougemont Security shall not be obliged to consider or make any changes to this Contract save in accordance with the

aforesaid procedure. Pending agreement on any proposed changes, the parties shall remain bound to comply with their obligations under this Contract.

#### **5 CLIENT OBLIGATIONS**

5.1 The Client shall:

5.1.1 ensure that the information it provides to Rougemont Security is complete and accurate in all respects and provided in a timely manner;

5.1.2 provide such assistance and cooperation as Rougemont Security may reasonably require relating to the provision of the Services and/or the Deliverables;

5.1.3 ensure that all equipment, hardware, software and/or such ancillary equipment shall be in good working order to enable Rougemont Security to carry out the Services without delay and/or interruption and to be suitable for the purposes for which it is used and complies with all relevant standards or requirements;

5.1.4 provide Rougemont Security with reasonable access to such locations to which Rougemont Security may require access in order to perform the Services;

5.1.5 inform Rougemont Security of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises in advance of Rougemont Security's consultants', employees' and authorised representatives' attendance at the Client's premises; and

5.1.6 provide reasonable and safe working conditions for Rougemont Security's consultants, employees and authorised representatives whilst they are working at the Client's premises.

5.2 Where the Services include technical assessments (such as but not limited to infrastructure / application / mobile / wifi / social engineering), 'hacking' and/or any activities defined as an offence under the Computer Misuse Act 1990, of the Client's information technology infrastructure or other Client asset, the Client consents to Rougemont Security and/or its authorised representatives carrying out such activities and grants to Rougemont Security and/or such representatives such authority to carry out such activities. The Client shall obtain authority for such activities from any relevant third parties, such as infrastructure hosting or management companies, and defend, indemnify and hold harmless Rougemont Security against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonably legal fees) arising out of or in connection with Rougemont Security performing activities pursuant to this Condition 5.2.

5.3 The Client shall not approach or offer any form of employment or contract directly with any employee or subcontractor of Rougemont Security. Unless explicitly approved in writing by Rougemont Security and subject to a service charge paid to Rougemont Security of 25% of the salary/contract or Ten Thousand Pounds (plus VAT), whichever is the higher amount.

5.4 The Client will not commercially compete with Rougemont Security either directly or with other partners or sub-contractors on any opportunity to which Rougemont Security have introduced the Client. Unless paying an introduction fee of Twenty Five Thousand Pounds (plus VAT).

5.5 The Client shall not seek to or exercise any supervision, direction and/or control over Rougemont Security or its Employees/Subcontractor(s) in the manner or execution of the Services.

## **6 FEES**

6.1 In consideration of Rougemont Security providing the Services And/Or the Deliverables, The Client Shall Pay To Rougemont Security the Fees in the amounts on a monthly invoice basis.

6.2 The Fees (including any VAT payable) shall be payable within 14 days from the date of Rougemont Security's invoice(s) unless otherwise agreed in writing by the parties. For the avoidance of doubt, Rougemont Security may issue invoices for staged payments where the same has been agreed by the parties.

6.3 All Fees quoted to the Client shall be exclusive of VAT, which Rougemont Security shall add to its invoices at the appropriate rate.

6.4 All payments due under this Contract shall be paid in full without any deduction, set-off or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against Rougemont Security in order to justify withholding payment of any such amount in whole or in part.

6.5 If the Client fails to pay Rougemont Security any sum due on the due date, the Client will be liable to pay interest at the statutory rate to Rougemont Security on such sum from the due date for payment until the date of actual payment of the overdue amount, accruing daily until payment is made, whether before or after any judgment. In addition, the Client will be liable to pay a fixed sum for the cost of recovering the debt, at the prevailing statutory rate.

6.6 Rougemont Security reserves the right to suspend the Services and/or any part thereof until all outstanding sums owed by the Client to Rougemont Security are settled in full.

6.7 In the event that any invoice is not paid by the due date, Rougemont Security reserves the right, in addition to its other remedies, to withdraw any discount which was applied to the price payable for the Services.

6.8 No payment of any monies, including the Fees, shall be deemed to have been received until Rougemont Security has received cleared funds.

6.9 Unless otherwise agreed by the parties, all payments by the Client to Rougemont Security shall be in pounds sterling.

6.10 If the Client requires a change or cancellation of previously agreed dates in respect of the Company's Services of cancellation of any Services to be performed, then the Company reserves the right to levy the following cancellation fees:

6.10.1 where written notice of cancellation or change of Service start date is made before the Service date, the Client shall pay a cancellation fee of £10,000 or equal to 33% of the Fees relating to the Service being cancelled as set out in the Proposal Document (whichever is larger);

6.11 Rougemont Security shall be entitled to charge the Client for all reasonable expenses, including, but not limited to, travel and subsistence, incurred by Rougemont Security and its representatives in connection with the provision of the Services. Expenses will be charged at cost plus a 5% administration fee.

Further, all reasonable travel expenses may be charged from the location in which Rougemont Security's consultant is based to any of the Client's locations.

6.12 Any payments made in advance by the Client to Rougemont Security for the Services and/or Deliverables are non-refundable except in the case of termination of this Contract by the Client for Rougemont Security's breach.

6.13 Day Rates (where applicable) will automatically increase by the rate of inflation (as published by the Office for National Statistics) at the start of each tax year for all new Statements of Work.

## **7 LIABILITY**

7.1 Nothing in this Contract limits or excludes Rougemont Security's liability for:

7.1.1 death or personal injury caused by its negligence;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 anything else which cannot be limited or excluded by law.

7.2 Subject to Condition 7.1, Rougemont Security shall not in any circumstances be liable, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise to the Client for any:

7.2.1 loss of profit;

7.2.2 loss of agreements or contracts;

7.2.3 loss of or damage to goodwill;

7.2.4 the quality or accuracy of any information/data provided to Rougemont Security via a third party and any decisions upon which the Client may take;

7.2.5 loss of or use or corruption of software data or information; or

7.2.6 any indirect, special or consequential loss, damage, costs, expenses, which arise out of or in connection with the provision of the Services (including any delay in providing the Services).

7.3 Without prejudice to Condition 7.1 above, the entire liability of Rougemont Security under or in connection with this Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 100% of Fees paid or payable under this Contract during the Term.

7.4 Rougemont Security shall not be liable to the Client or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of Rougemont Security's obligations in relation to the Services and/or the Deliverables, if the delay or failure was due to any cause beyond Rougemont Security's reasonable control or results directly or indirectly from any act or omission of the Client.

## **8 CONFIDENTIALITY**

8.1 Except as provided by Conditions 8.2 and 8.3, each party shall at all times during the continuance of this Contract and for a period of three years after its termination: 8.1.1 keep all

Restricted Information confidential and accordingly not disclose any Restricted Information to any other person; and

8.1.2 not use any Restricted Information for any purpose other than the performance of its obligations under this Contract.

8.2 A party shall not be in breach of this Condition 8 by reason of it having disclosed Restricted Information to:

8.2.1 any governmental or regulatory body that requires such disclosure, including the National Cyber Security Centre; or

8.2.2 any of either party's employees, officers, advisers, agents or representatives who need to know the other party's confidential information in order to perform the disclosing party's rights and obligations; to such extent only as is necessary for the purposes contemplated by this Contract or as is required by law and subject in each case to each party ensuring that any recipient of the Restricted Information is aware of the confidential nature of the Restricted Information and complies with this Condition 8 as if it were a party.

8.3 The obligations of confidentiality specified in this Condition 8 shall not apply to any Restricted Information which is: 8.3.1 already known to the receiving party;

8.3.2 in the public domain other than by breach of the obligations of this Condition by either party; and/or

8.3.3 received from a third party otherwise than in breach of an obligation of confidentiality.

## 9 INTELLECTUAL PROPERTY RIGHTS

9.1 Neither party shall acquire any right, title or interest in the other's Intellectual Property Rights, unless otherwise set out in this Contract.

9.2 All Intellectual Property Rights and other rights in the Deliverables, and any documents, products and materials developed by Rougemont Security in any form (including computer programs, data, reports and specifications) shall be owned by Rougemont Security.

9.3 Rougemont Security hereby grants to the Client a non-exclusive, royalty-free, non-transferable license (without the right to sub-license) to use Rougemont Security's Intellectual Property Rights to such extent as is necessary to enable the Client to make reasonable use of such materials and the Services and/or the Deliverables.

9.4 The license granted at Condition 9.3 shall automatically terminate upon the expiry or termination of this Contract howsoever arising.

## 10 TERMINATION

10.1 Either party may (without limiting any other remedy) at any time terminate this Contract with immediate effect by giving written notice to the other if:

10.1.1.1 the other party commits any material breach of this Contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so;

10.1.1.2 an order is made or a resolution is passed for the winding up of the other party, or (in the case of an individual) becomes bankrupt, makes a voluntary arrangement or composition with his or its creditors or has a receiver or

administrator appointed or the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

10.1.1.3 the Client objects to a change of Supplier in accordance with Condition 11.7.6.

10.2 Without prejudice to Condition 10.1 above, Rougemont Security may terminate this Contract with immediate effect by giving written notice to the Client if the Client fails to make payment of any amount payable under this Contract within 60 days of the due date.

10.3 The rights to terminate this Contract given by this Condition 10 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

10.4 On the termination of this Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation under this Contract.

## 11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Condition 11, Applicable Laws means (for so long as and to the extent that they apply to Rougemont Security) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Rougemont Security is the Processor.

11.3 During the provision of Deliverables or Services to the Client in accordance with this Contract Rougemont Security may obtain Personal Data from the Client.

11.4 Without prejudice to the generality of Condition 11.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful disclosure of the Personal Data to Rougemont Security for the duration and purposes of this Contract.

11.5 The Client is solely responsible for responding to any request from a Data Subject and in ensuring its own compliance with its obligations under Data Protection Legislation with respect to security, breach notification, impact assessments and consultations with supervisory authorities or regulators.

11.6 Without prejudice to the generality of Condition 11.1, Rougemont Security shall, in relation to any Personal Data processed in connection with the performance by Rougemont Security of its obligations under this Contract:

11.6.1 process or use that Personal Data only for the purposes of fulfilling its obligations under this Contract, including provision of the Deliverables or Services to the Client, unless Rougemont Security is required by Applicable Laws to otherwise process that Personal Data. Where Rougemont Security is relying on Applicable Laws as the basis for processing Personal Data, Rougemont Security shall promptly notify the Client of this

before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Rougemont Security from so notifying the Client;

11.6.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

11.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

11.6.4 not transfer any Personal Data outside of the UK/European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

11.6.4.1 the Client or Rougemont Security has provided appropriate safeguards in relation to the transfer;

11.6.4.2 the Data Subject has enforceable rights and effective legal remedies;

11.6.4.3 Rougemont Security complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

11.6.4.4 Rougemont Security complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

11.7 To the extent that Rougemont Security uses third-party processors ("Supplier") to process any Personal Data under this Contract, it is agreed that:

11.7.1 Rougemont Security's pool of Suppliers is set out in the Statement of Work (if applicable);

11.7.2 Rougemont Security shall remain fully liable for the actions of its Suppliers at all times;

11.7.3 from time to time, Rougemont Security may appoint different Suppliers;

11.7.4 Rougemont Security shall impose on Suppliers the same or substantially similar data protection obligations as set out in this Contract;

11.7.5 Rougemont Security shall notify the Client in advance of any changed or new Supplier or any material change to the processing done by Suppliers, thereby giving the Client an opportunity to object to such changes; and the parties agree that:

11.7.6 if Rougemont Security notifies the Client of a change to the Supplier or the processing done by Suppliers and the Client objects to such changes because it has reasonable grounds to believe that the changes will cause or will be likely to cause the Client to be in breach of the Data Protection Legislation, either party will be entitled to terminate this Contract without liability for either party and such a termination will be deemed to be a no-fault termination.

11.8 Either party may, at any time on not less than 30 days' notice, revise this Condition 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

## 12 SOLE-BASIS

12.1 To the extent that Rougemont Security make any recommendations or suggestions, you acknowledge: (a) such Recommendations should not form the sole basis for any decision or action or inaction by you; (b) any Third Party Elements may relate to third parties' products and/or services which are unconnected with us, and therefore you are responsible for checking with the relevant third party the quality, availability and/or suitability of such Third Party Elements; (c) we will not be responsible for the quality, availability or suitability of the Third Party Elements.

## 13 GENERAL

13.1 Rougemont Security may perform any of its obligations or exercise any of its rights hereunder by itself or through any other third party sub-contractors. Where the Services and/or the Deliverables (or any part thereof) are provided by such third party sub-contractors, any act or omission of any such sub-contractors shall be deemed to be the act or omission of Rougemont Security.

13.2 This Contract is personal to the Client and the Client shall not assign, transfer, charge, subcontract or deal in any other manner with any of its obligations under this Contract.

13.3 It is the Client's responsibility to notify Rougemont Security immediately of any changes in circumstances which could render any information the Client previously provided to Rougemont Security to be inaccurate or which would otherwise have a bearing on the advice being rendered and/or Services being performed. For the avoidance of doubt and notwithstanding any other provisions set out in these Conditions and any other agreement, contracts entered into between the parties, Rougemont Security does not accept any liability for inaccuracies, errors, losses, damages, failures, any missed timelines or problems which arises as a direct or indirect result of the Client not providing Rougemont Security with accurate, complete and timely information and/or instructions. The Client shall indemnify and hold harmless Rougemont Security against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonably legal fees) arising out of or in connection with any inaccurate, incomplete or untimely information being provided by the Client.

13.4 No waiver by either party of any breach of this Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5 Rougemont Security has a strong ethical ethos, including around inclusivity and anti-bullying. We reserve the right to terminate agreements with any party that endangers this ethos.

13.6 Any variation, including any additional terms and conditions, to this Contract shall only be binding when agreed in writing and signed by an authorised representative of the parties.

13.7 If any provision or part-provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part it shall be 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 Condition shall not affect the validity and enforceability of the rest of this Contract.

13.8 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation, terrorist attack, or if any other cause beyond the reasonable control of the parties or either of them, prevents, hinders or delays either party from performing its obligations under this Contract, and all money due but unpaid under this Contract for Services and/or Deliverables provided shall be paid immediately.

13.9 Neither party shall (except with the prior written consent of the other during the Term and for a period of one year thereafter), solicit for employment, whether directly or indirectly, any person directly engaged with the subject matter of this Contract either as principal, agent, employee, independent contractor or any other form of employment or engagement, by the other party. For the avoidance of doubt, both parties agree that this Condition 12.8 is fair and reasonable.

#### **14 NON-RELIANCE**

14.1 The Client acknowledges that the Deliverables is prepared to, and refers to the situation as at, the date of the Deliverables prepared in accordance with the scope of work agreed in the statement of work and events and circumstances may change since the date of the Deliverables to render the Deliverables inaccurate. Rougemont Security shall not be liable for and give no warranty in respect of the continued accuracy of the Deliverables in respect of any events or circumstances affecting the Client or Recipients of the Deliverables which may have arisen since the date of the Deliverables.

14.2 Client agrees to indemnify and hold Rougemont Security harmless against all actions, proceedings and claims brought or threatened against Rougemont Security, and all loss, damage and expense (including but not limited to legal expenses) relating thereto where such action, proceeding or claim has arisen out of, results from or is connected with the disclosure of the Deliverables to such Recipient.

#### **15 NOTICE**

Any notice required to be given to a party shall be given by first class post addressed to that party's trading address.

#### **16 LAW AND JURISDICTION**

This Contract shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

