

THIS AGREEMENT IS MADE BETWEEN

PROFILES 4 CARE LIMITED (registration number 9399844) whose registered office is at Manorhurst, Windmill Lane, Lewes Road, Ashurst Wood, West Sussex, RH19 3SY ("**Profiles4Care**"); and the company, organisation, institution, legal entity or person as specified in the Order Form ("**Client**")

BACKGROUND

Profiles4Care is the provider of the Platform described herein supplying access to its customers in its capacity as an application service provider.

The Client wishes to access and use the Platform, non-exclusively, from a remote location, in return for the payment of the fees agreed herein and subject to the terms and conditions of this Agreement.

Profiles4Care is willing and able to provide the Client the Services and access to the Platform, and the Client has agreed to engage Profiles4Care on the terms set out below.

1. Definitions and interpretation

1.1 Unless the context otherwise requires, each reference in this Agreement to:

Affiliate: means an entity that Controls, is Controlled by, or is under common Control with the relevant entity.

Agreement: means this Agreement including the Order Form.

Business Day: means any week day other than a bank or public holiday in England.

Business Hours: means the time between 09:00 and 17:30 (London), on a Business Day.

Candidate: an individual customer or employee of the Client who may have the right to access the Platform for the Candidate Permitted Purpose.

Candidate Permitted Purpose: means the access to the Platform by the Candidate for the sole purposes of responding questionnaires and surveys created by Profiles4Care or the Client as part of the Platform program.

Charges: means the amounts payable by the Client to Profiles4Care in relation to this Agreement as set out in the Order Form.

Confidential Information: any oral, written, graphic or machine-readable information including, but not limited to information which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, photographs, specifications, standards, manuals, reports, engineering, formulae, markets, processes, information, lists, trade secrets, software (including source and object code and documentation), hardware configuration, computer programmes, computer databases, algorithms, business plans, quotations, services, customers, price lists, marketing or finances of a Party, which is marked confidential or possess a confidential nature when disclosed to the other Party.

Contract Year: A period of twelve (12) months during the Term with the first Contract Year commencing on the Start Date and each subsequent Contract Year commencing on each anniversary of the Start Date thereafter.

Control: The meaning given by section 1124 of the Corporation Taxes Act 2010 and the terms "Controlling" and "Controlled" shall be construed accordingly.

Client Materials: all works and materials:

(a) uploaded to, stored on, processed using or transmitted via the Platform by the Candidate or the Client; and

(b) otherwise provided by the Client to Profiles4Care in connection with this Agreement.

Customisations: means customisations to the Platform that Profiles4Care and the Client agree Profiles4Care will produce on behalf of the Client.

Documentation: means the documentation produced by Profiles4Care and made available on the Platform to the Client specifying how the Platform should be used.

Force Majeure Event: means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

Intellectual Property Rights: Means any and all rights in and to patents, rights to inventions, registered designs, copyrights, database rights, design rights (whether registered or unregistered), registered designs, rights affording equivalent protection to copyright, moral rights, trade marks, service marks, logos, domain names, business names, trade names, goodwill and the right to sue for passing off or unfair competition, rights to extract or re-utilise data, 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.

Non-Client User: means anyone other than: (a) the Client or; (b) a Candidate.

Party: means a Party to this Agreement, whether Profiles4Care or the Client, and "Parties" shall mean both of them.

Permitted Purpose: means the access to manage the personality profiling solution services provided by the Platform.

Personal Data: means data which relate to a living individual who can be identified:

(a) from those data, or

(b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

Platform: means the personality profiling software platform operated by Profiles4Care, and which will be made available to the Client as a service via the internet under the terms of this Agreement.

Platform Provider: means Profiles 4 Care Limited (registration n. 9399844) from which Profiles4Care obtains, or has obtained, a licence and/or rights to operate the Platform

Reasonable Usage: has the meaning ascribed to it in Clause 6.1.2.

Representatives: means the Client's representatives or Profiles4Care's representatives.

Services: means all the services provided or to be provided by Profiles4Care to the Client under this Agreement, including the Support Services

Start Date: means the effective date this Agreement as specified in the Order Form.

Support Services: the support services provided by the Client in relation to the Platform, as further described in Clause 4.

Term: the period during which the Agreement shall continue in force, as set out in Clause 2.

Upgrades: means new versions of, and updates to, the Platform, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform. "Upgrade" and "Upgraded" shall be construed accordingly.

1.1.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.1.2 a Party include references to its successors and permitted assigns;

1.1.3 to a Party means any Party to this Agreement and references to a third party means any person who is not a Party to this Agreement;

1.1.4 a person means any individual, body corporate, unincorporated association or body (including joint venture or partnership), government, public, local or municipal authority or international organisation;

1.1.5 any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and to any subordinate legislation, regulations, codes of practice and practice notes made from time to time under that statute or statutory provision;

1.1.6 a Clause, sub-Clause or paragraph is a reference to a Clause of this Agreement (other than the Order Form) or a paragraph of the relevant Schedule;

1.1.7 recitals, clauses and schedules are to recitals, clauses and schedules of this Agreement unless otherwise specified

1.1.8 words in the singular shall include the plural and vice versa and words in one gender shall include all other genders;

1.1.9 phrases "such as", "for example", "including" and other similar phrases are used in this Agreement, the interpretation of following words and phrases shall not be limited;

1.2 The headings are used for ease of reference only and shall not affect the interpretation of this Agreement.

1.3 Both Parties agree that the terms of the Order Form shall prevail and take precedence over the terms of this Agreement in case of inconsistency or conflict between this Agreement and the Order Form.

2. Term

2.1. This Agreement shall commence on the Start Date and, subject to any earlier termination in accordance with this Agreement, shall continue for a fixed period of twelve (12) months or as otherwise specified in the Order Form.

2.2. The Term shall be automatically renewed for successive twelve (12) months periods unless either Party gives written notice of termination to the other Party by at least ninety (90) days prior to the date of expiration of the current Term.

3. The Platform

3.1. Profiles4Care will make the Platform available to the Client by setting up a specific account for the Client, and providing login details for such account as soon as practicable but no later than three (3) Business Days following the Start Date.

3.2. Subject to the limitations set out below in Clause 3.3 and the prohibitions set out in Clause 3.5, Profiles4Care hereby grants to the Client a non-exclusive and non-transferable licence to use the Platform for the Permitted Purpose and the Candidate Permitted Purpose only, in accordance with the Documentation (if available), during the Term, via the internet and through any standard and up to date internet web browser.

3.3. The licence of use granted by Profiles4Care to the Client under Clause 3.2 is subject to the following limitations:

3.3.1. the Platform may only be used by the named users identified in Order Form ("Named Users") for the Permitted Purpose and by the Candidates for the Candidate Permitted Purpose;

3.3.2. the Client must comply at all times with the terms of the acceptable use policy supplied with the Platform, and must ensure that all users of the Platform agree to and comply with the terms of that acceptable use policy.

3.4. Use by Non-Client Users of the Platform is not permitted under this Agreement in the absence of express written consent from Profiles4Care. Profiles4Care may require details or any other information as the reason that access to the Platform is

required by the Non-Client User.

3.5. Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by Profiles4Care to the Client under this Clause 3 is subject to the following prohibitions:

3.5.1. the Client must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform (including unauthorised Non-Client Users);

3.5.2. the Client may not redistribute, reproduce or otherwise re-publish the Platform; and

3.5.3. the Client must not try to alter or adapt or edit the Platform

3.6. The Client's use of the Platform may be governed by statutory or regulatory rules and requirements external to the terms of this Agreement. It shall be the Client's exclusive responsibility to ensure that its (and the Candidate's) use of the Platform is in compliance with any such laws. A breach of this Clause shall constitute a material breach of the Agreement.

3.7. The Client shall ensure that no client computer systems are connected to a third party system or network in such a way that the Service may be accessed by unauthorised third parties.

3.8. The Client shall ensure that no unauthorised person will or could access the Platform using the Client's account.

3.9. For the avoidance of doubt, the Client has no right to access the object code or source code of the Platform, either during or after the Term.

3.10. The Client must not, and shall ensure that the Candidates must not, use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.

3.11. The Client must not, and shall ensure that the Candidates must not, use the Platform:

3.11.1. in any way that is unlawful, illegal, fraudulent or harmful; or

3.11.2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.12. In the event of any unauthorised access by the Client of the Platform, in breach of sub-Clause 3.5.1 shall entitle Profiles4Care to terminate access indefinitely or temporarily as it deems appropriate to terminate this Agreement in accordance with Clause 14 below.

3.13. The Client hereby acknowledges that the Platform is part of, and hosted in, a different website provided by the Platform Provider; therefore, when using the platform the Client shall, and shall ensure that the Candidates, first agree to the Platform Provider's terms of use (or the similar) and privacy policy (or the similar).

3.14. By executing this Agreement the Client agrees, and shall ensure that its employees and the Candidates agree, to Profiles4Care's privacy policy provided in Profiles4Care's website: <http://www.profiles4care.com>

4. Support Services and Upgrades

4.1. Profiles4Care shall provide telephone and email Support Services during Business Hours. Such Support Services shall relate only to the issues the Client may face with the Platform itself; any problems which are related to the Client's own computer systems (including internet web browsers) must be resolved by the Client's own support staff. Profiles4Care may sub-contract the provision of any of the Support Services without obtaining the consent of the Client.

4.2. When seeking support, the Client shall use its best endeavours to provide the fullest information possible to aid Profiles4Care in diagnosing any faults in the Platform.

4.3. Whenever possible, Profiles4Care shall provide a workaround solution to the Client to enable the Client's continued use of the Platform or to enable use that is as close to normal as is possible under the prevailing circumstances

4.4. During the Term, the Platform may be upgraded at any-time without the Client's consent and at no additional charge to the Client, and Profiles4Care shall be responsible for all maintenance, which may, from time to time, be required to the Platform.

4.5. Whenever possible, Profiles4Care shall try to undertake maintenance work outside of the Business Hours and where maintenance will disrupt the Services, Profiles4Care shall aim to complete all necessary work within reasonable time.

5. Customisations

5.1. From time to time Profiles4Care and the Client may agree that Profiles4Care will customise the Platform in accordance with a specification agreed in writing between the parties. Profiles4Care shall be entitled to charge the Client a separate fee for such Customisations.

5.2. From the date when a Customisation is first made available to the Client, the Customisation shall form part of the Platform under the Agreement, and accordingly from that date the Client's rights to use the Customisation shall be governed by Clause 3 of this Agreement.

5.3. The Client will provide Profiles4Care with:

5.3.1. such access to the Client's computer systems and such other co-operation as is required by Profiles4Care (acting reasonably) to enable the performance by Profiles4Care of its obligations under this Clause 5;

5.3.2. all information and documents required by Profiles4Care (acting reasonably) in connection with the performance by Profiles4Care of its obligations under this Clause 5; and

5.3.3. any legal, medical (including psychiatric), psychological or accountancy advice reasonably required to ensure the compliance of the Customisations with

applicable laws, regulations and standards.

5.4. The Client will be responsible for procuring any third party co-operation reasonably required by Profiles4Care to enable Profiles4Care to fulfil its obligations under this Clause 5.

6. Reasonable Usage and Financial Review

6.1. Profiles4Care shall monitor the Client's use of the Platform, from time to time, to ensure compliance with:

6.1.1. the terms and conditions of this Agreement; or

6.1.2. the reasonable expected usage of the Platform by the Client (measured by the number of Candidates accessing the Platform, as specified in the Order Form) ("Reasonable Usage").

6.2. A financial review shall take place one (1) month prior to the end of each Contract Year whereby Profiles4Care may reconsider the financial terms and arrangements under this Agreement if the Client exceeds the estimated Reasonable Usage by thirty per cent (30%).

6.3. Conduct of a Financial Review shall be as follows:

6.3.1. Profiles4Care acting in good faith shall present its reasons for any potential reconsideration of the financial terms and arrangements agreed herein

6.3.2. If the Client objects to the changes proposed by Profiles4Care, and the Parties cannot reach a consensus within seven (7) Business Days, Profiles4Care shall, without prejudice to any of its other rights, be entitled to terminate this Agreement by giving a one (1) week written notice to the Client.

7. Client Materials

7.1. The Client grants to Profiles4Care during the Term a non-exclusive licence to store, copy and otherwise use the Client Materials on the Platform for the purposes of operating or improving the Platform, providing the Services, fulfilling its other obligations under this Agreement, and exercising its rights under this Agreement.

7.2. The Client warrants and represents to Profiles4Care that the Client Materials, and their use by Profiles4Care in accordance with the terms of this Agreement, shall not:

7.2.1. breach any laws, statutes, regulations or legally-binding codes;

7.2.2. infringe any person's Intellectual Property Rights or other legal rights; or

7.2.3. give rise to any cause of action against Profiles4Care or the Client or any third party.

7.3. Where Profiles4Care reasonably suspects that there has been a breach by the Client of the provisions of this Clause 7, Profiles4Care may at its own discretion:

7.3.1. delete or amend the relevant Client Materials; and/or

7.3.2. suspend any or all of the Services and/or the Client's access to the Platform while it investigates the matter.

7.4. Any breach by the Client of this Clause 7 will be deemed to be a material breach of this Agreement.

8. Charges

8.1. Profiles4Care shall be entitled to invoice the Client, on a quarterly basis, in advance, for the Charges provided in the Order Form, from the Start Date, the Client shall pay each valid invoice issued within seven (7) Business Days of receipt.

8.2. The Charges are fixed and fully inclusive price excluding value added tax only. Value added tax will be paid by the Client where required by law and subject to Profiles4Care first providing the Client with a valid invoice for value added tax purposes.

8.3. If the Client reasonably considers that any invoice submitted by Profiles4Care is defective or relates to the Services performed otherwise than in accordance with obligations under this Agreement, the Client shall notify Profiles4Care of any such dispute within seven (7) Business Days of receipt of the invoice and shall not be entitled to withhold payment of the disputed amount. The Client and Profiles4Care shall attempt to settle such dispute in good faith within seven (7) Business Days of such notification. Pending resolution of any such dispute, the Client shall continue to make payment to Profiles4Care against any other invoices issued in accordance with this Agreement.

8.4. If the Client fails to make any payment under this Agreement on or before the due date, Profiles4Care may charge interest at the rate of five (5) per cent per annum above the base rate provided by the Barclays Bank PLC, on the outstanding amount from the due date until the date of payment (both before and after judgment). Such interest shall accrue from day to day and the parties agree that it is in substitution for any statutory interest that may be applicable to this Agreement.

8.5. Should Sterling be replaced by any new currency during the term of this Agreement, the amounts payable in Sterling shall be converted into that new currency in accordance with the legislation bringing that new currency into force.

8.6. Profiles4Care may immediately suspend access to the Platform and the provision of the Services if any amounts due to be paid by the Client to Profiles4Care under this Agreement are overdue by more than seven (7) Business Days. Such suspension shall last until such amounts are paid in full and shall not affect any other rights Profiles4Care may have under this Agreement.

9. Warranties

9.1. Each Party represents to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.

9.2. Profiles4Care warrants to the Client:

9.2.1. that it has the legal right and authority to enter into and perform its obligations under this Agreement;

9.2.2. that it will perform its obligations under this Agreement with reasonable

care and skill;

9.2.3. the Platform (excluding for the avoidance of doubt the Client Materials) will not:

- 9.2.3.1. breach any laws, statutes, regulations or legally-binding codes;
- 9.2.3.2. infringe any person's Intellectual Property Rights or other legal rights; or
- 9.2.3.3. give rise to any cause of action against Profiles4Care or the Client or any third party.

9.3. The Client acknowledges that:

9.3.1. complex software is never completely free from defects, errors and bugs, and Profiles4Care gives no warranty or representation that the Platform will be completely free from such defects, errors and bugs;

9.3.2. Profiles4Care does not warrant or represent that the Platform will be compatible with any application, program or software other than standard and up to date internet web browsers;

9.3.3. Profiles4Care will not and does not purport to provide any legal, medical (including psychiatric), psychological or accountancy advice under this Agreement or the Platform and Profiles4Care does not warrant or represent that the Platform will not give rise to any civil or criminal legal liability on the part of the Client or any other person (including any Candidate).

9.4. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

10. Indemnities

10.1. Profiles4Care shall defend the Client against any claim, demand, suit, or proceeding made or brought against the Client by a third party alleging that the use of the Platform or the Services as permitted herein infringes or misappropriates the Intellectual Property Rights of a third party (an "IP Claim"), and shall indemnify the Client for any damages, fees and costs finally awarded against the Client as a result of, or for amounts paid by the Client under a court-approved settlement of, an IP Claim provided that the Client:

- 10.1.1. upon becoming aware of an actual or potential IP Claim, notify Profiles4Care immediately;
- 10.1.2. provide to Profiles4Care all reasonable assistance in relation to the IP Claim;
- 10.1.3. allow Profiles4Care the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the IP Claim; and
- 10.1.4. not admit liability in connection with the IP Claim or settle the IP Claim without the prior written consent of the Client.

10.2. In the event of an IP Claim, or if Profiles4Care reasonably believes the Platform or the Services may infringe or misappropriate a third party's Intellectual Property Rights, Profiles4Care may in its own discretion and at no cost to the Client:

- 10.2.1. modify the Platform or the Services so that they no longer infringe or misappropriate such third party's Intellectual Property Rights;
- 10.2.2. obtain a licence for the Client's continued use of the Platform or the Services in accordance with this Agreement; or
- 10.2.3. terminate this Agreement by giving the Client a thirty (30) days' written notice.

10.3. The Client shall indemnify and will keep indemnified Profiles4Care against all liabilities, damages, losses, costs and expenses (including legal expenses or amounts paid in settlement of any disputes) suffered or incurred by Profiles4Care and arising as a result of any breach by the Client of this Agreement including any misuse of the Platform (or any other element of the Services) by the Client or the Candidate.

11. Liability

11.1. Nothing in the Agreement will:

- 11.1.1. limit or exclude the liability of a Party for death or personal injury resulting from negligence;
- 11.1.2. limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party;
- 11.1.3. limit any liability of a Party in any way that is not permitted under applicable law; or
- 11.1.4. exclude any liability of a Party that may not be excluded under applicable law.

11.2. The limitations and exclusions of liability set out in this Clause 11 and elsewhere in the Agreement govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement or any collateral contract, including liabilities arising in contract, in tort (including negligence) or for breach of statutory duty.

11.3. Both Parties shall have no liability under this Agreement or in contract, tort, or otherwise (to the maximum extent permitted by law) in respect of any loss of profits, loss of business, depletion of goodwill and reputation, loss of anticipated savings, loss of goods, loss of contracts, loss of use, or any indirect or consequential loss or damage of any kind whatsoever, suffered or incurred arising out of or in connection with this Agreement.

11.4. Subject to Clause 11.1, Profiles4Care's aggregate liability arising out of or in connection with this Agreement shall be limited to 50% of the Charges paid by the Client within the preceding twelve (12) months of any one event or series of events

causing such liability to arise.

11.5. Profiles4Care shall not be liable in respect of any loss or corruption of any data, database or software.

11.6. Profiles4Care shall not be liable for any losses arising out of a Force Majeure Event

11.7. Subject to Clause 11.1, both Parties agree that their respective rights, obligations and liabilities as provided for in the Agreement shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under or in connection with the Agreement. Accordingly, except as expressly provided for in the Agreement, neither Party shall be obliged or liable to the other in respect of damages or losses suffered by the other which arise out of any breach of statutory duty or tortious or negligent act or omission.

12. Data protection

12.1. The Client warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Profiles4Care under or in connection with this Agreement.

12.2. Both Parties will handle all data strictly within the terms of the applicable law affecting data security, and shall establish and maintain adequate security measures for the protection of all data affecting each other.

12.3. Each Party shall comply and shall ensure that its employees, agents and subcontractors comply with the Data Protection Act 1998 ("DPA") when processing and controlling data from the UK and with the EU Data Protection Directive 95/46 (the "Directive") when processing or controlling imported data from an European Economic Area ("EEA") country, and in particular, but without limitation, each Party shall:

- 12.3.1. ensure that personal data is obtained and processed fairly;
- 12.3.2. obtain and maintain all appropriate notifications required under applicable law, in particular data privacy legislation in the United Kingdom, and ensure that its notification details include all persons, purposes and other particulars required to be notified under the DPA and the Directive in connection with this Agreement;
- 12.3.3. where acting, for the purposes of this Agreement, as a data processor, act only on reasonable instructions from the other Party in relation to personal data and inform immediately if any of these requirements are not met;
- 12.3.4. ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- 12.3.5. when processing or controlling imported personal data (from a country within the EEA) outside of the EEA, including processing in countries that do not provide an adequate protection for such data, ensure that such processing is in accordance with the requirements of the Directive, and as applicable, any other data privacy legislation.

12.4. The Client shall procure that Candidates consents to Profiles4Care holding and processing data relating to them (and in particular the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) for the Permitted Purposes and the Candidate Permitted Purposes under this Agreement.

13. Confidentiality and publicity

13.1. Each Party may only disclose the Confidential Information to its employees, officers, Representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this agreement. Each Party shall ensure that its employees, officers, Representatives or advisers to whom it discloses the Confidential Information comply with this Clause 13.

13.2. No Party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

13.3. The obligations set out in this Clause 13 shall not apply to any Confidential Information which is:

- 13.3.1. already in the possession of the receiving party other than as a result of a breach of this Clause 13;
- 13.3.2. in the public domain other than as a result of a breach of this Clause 13;
- 13.3.3. required to be disclosed by law, court order, the rules of any stock exchange on which either Party's shares are traded or by any regulatory body acting within the scope of its authority; or
- 13.3.4. lawfully obtained from a third party entitled to divulge the same;

13.4. Profiles4Care shall be entitled to make public disclosures relating to this Agreement and shall be entitled to use the Client's logo and name solely for the purposes of marketing the Platform and associated services provided by Profiles4Care.

14. Termination

14.1. If either Party commits a material breach of the terms of this Agreement, the other Party shall be entitled, without prejudice to its other rights and remedies under this Agreement, to serve written notice on the defaulting Party:

- 14.1.1. specifying, in reasonable detail and so far as can be reasonably determined, the nature of the material breach by the defaulting Party; and
- 14.1.2. requiring the defaulting Party to remedy the material breach, if such material breach is capable of remedy.

14.2. Immediately after the defaulting Party has written notice that a breach has occurred, it shall serve on the other Party a schedule of rectification setting out the steps it intends to take to remedy the breach and specifying a timescale for completion.

14.3. Wherever the matter is capable of immediate rectification the defaulting

Party shall commence steps to remedy the breach without delay.

14.4. If, within fifteen (15) Business Days after written notice is given, the defaulting Party fails to commence to remedy the matter complained of, or the defaulting Party fails diligently to pursue and remedy such matter, or if the Material Breach is not capable of remedy, the Party giving notice will have the right to terminate the Agreement immediately, at its own discretion. Such right shall be deemed waived where the Party giving notice does not exercise its right to terminate the Agreement within ten (10) Business Days after the initial remedial period of fifteen (15) Business Days.

14.5. Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

14.5.1. the other Party:

14.5.1.1. is dissolved;

14.5.1.2. ceases to conduct all (or substantially all) of its business;

14.5.1.3. is or becomes unable to pay its debts as they fall due;

14.5.1.4. is or becomes insolvent or is declared insolvent; or

14.5.1.5. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

14.5.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party; or

14.5.3. an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under this Agreement).

14.6. If Profiles4Care stops or makes a good faith decision to stop operating the Platform generally, then Profiles4Care may terminate this Agreement by giving at least a ninety (90) days' written notice of termination to the Client.

14.7. Profiles4Care may terminate the Agreement immediately by giving written notice of termination to the Client where the Client fails to pay to Profiles4Care any amount due to be paid under the Agreement after ten (10) Business Days of the due date.

15. Effects of termination

15.1. Upon termination of this Agreement, all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 10; 11; 12; 13; 16; and 19.

15.2. Termination of this Agreement will not affect either Party's accrued liabilities and rights as at the date of termination.

15.3. Subject to Clause 15.4, within thirty (30) days following the termination of this Agreement, the Client will:

15.3.1. return to Profiles4Care or dispose of as Profiles4Care may instruct all documents and materials containing Profiles4Care Confidential Information; and

15.3.2. irrevocably delete from its computer systems all Profiles4Care Confidential Information.

15.4. A Party may retain any document (including any electronic document) containing the Confidential Information of the other Party after the termination of this Agreement if that Party is obliged to retain such document by any law or regulation or other rule enforceable against that Party.

16. Intellectual Property

16.1. Nothing in this Agreement will result in transfer of ownership of any Intellectual Property Rights belonging to the other or a third party. All records made by Profiles4Care in pursuance of this Agreement shall belong to Profiles4Care, subject to law, regulatory requirements and this Agreement

16.2. All Intellectual Property Rights subsisting in the Platform and the Services, including any supporting software and Documentation are the property of Profiles4Care or any third party from which Profiles4Care has obtained a licence to operate, sub-licence or provide the Platform and/or the Services herein.

16.3. Profiles4Care shall have a royalty-free, irrevocable, perpetual licence to use and incorporate into the Platform or the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Client, including the Candidates, relating to the operation of the Platform or the Services.

16.4. Except as otherwise expressly provided in this Agreement, neither Party shall use or make use of the other's Intellectual Property Rights other than in accordance with and for the purposes of this Agreement unless the relevant Party provides its prior written consent and approval for such use.

16.5. The Client shall not: republish any material from the Platform (including republication on another website); sell, rent or sub-license any material from the Platform; show any material from the Platform in public; or reproduce, duplicate, copy or otherwise exploit any material from the Platform unless otherwise indicated by particular context in this Agreement or unless given express written permission to do so by Profiles4Care.

17. Notices

17.1. Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by fax or email, for the attention of the relevant representative of the Party.

17.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next

begin after the relevant time set out below):

17.2.1. where the notice is delivered personally, at the time of delivery;

17.2.2. where the notice is sent by recorded signed-for post, 48 hours after posting; and

17.2.3. where the notice is sent by fax or email, at the time of the transmission (providing the sending Party retains written evidence of the transmission).

18. Force Majeure Event

18.1. Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

18.2. A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:

18.2.1. forthwith notify the other; and

18.2.2. will inform the other of the period for which it is estimated that such failure or delay will continue.

18.3. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event.

19. General

19.1. If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

19.2. This Agreement and the Order Form constitute the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements (including the Terms of Use provided in Profiles4Care's website), arrangements and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt, sub sequential Order Forms shall not supersede and extinguish this Agreement or any other previous Order Forms agreed under this Agreement, unless otherwise stated in such Order Form.

19.3. 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.

19.4. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

19.5. Nothing in this Agreement and no action taken by the Parties shall constitute a partnership, association, joint venture or other co-operative entity between any of the Parties.

19.6. Save as expressly provided in this Clause or elsewhere in this Agreement, neither Party may without the prior written consent of the other Party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.

19.7. Neither Party will, without the other Party's prior written consent, either during the term of this Agreement or within six (6) months after the date of effective termination of this Agreement, engage, employ or otherwise solicit for employment any employee of the other Party who has been involved in the performance of this Agreement.

19.8. Each Party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that Party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.

19.9. This Agreement is made for the benefit of the parties, and is not intended to benefit the Platform Provider or any third party or be enforceable by, or against, the Platform Provider or any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of the Platform Provider or any third party.

19.10. The Order Form may be executed in any number of counterparts, and by the Parties on separate counterparts, but this Agreement shall not be effective until each Party has executed at least one counterpart of the Order Form.

19.11. This Agreement and any dispute or claim arising out of or in relation to or in connection with it shall be governed by the laws of England and Wales. The Parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England in relation to all matters relating to this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation.