

SPONSORED PRODUCT AGREEMENT: TERM SHEET

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In the Agreement, unless the context otherwise requires the following words shall have the following meaning:

"**Agreement**" means the Standard Terms, the Term Sheet and any schedules attached hereto;

"**Applicable Law**" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirements or notice of any regulatory body, delegated or subordinate legislation, from time to time;

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

"**CAP Code**" means the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing, as amended and updated from time to time;

"**Client Marks**" means the marks as set out in the Term Sheet and any trade mark, logo, get-up or device associated with the activities of any of them;

"**Client Materials**" means all content, documents, information and any abstracts, manuscripts, images, drawings, specifications, data, logos, promotional material, animations and any other materials provided by the Client (including any such materials provided by the Client's Related Persons for and on behalf of the Client) to the Publisher, including but not limited to the Client Marks;

"**Confidential Information**" means any and all confidential information in whatever form (whether written, oral, visual, electronic, magnetic or other media), however conveyed or presented, disclosed by a Party and/or its Related Persons to the other Party and/or its Related Persons concerning the business, affairs, operations, customers, prospective customers, processes, budgets, pricing policies, products, strategies, opportunities, developments, trade secrets, know-how, designs, software, personnel and suppliers of the disclosing Party or any of its holding or subsidiary companies together with all information derived by the other Party from any such information and any other information which ought reasonably be considered to be confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure (whether or not it is marked "confidential");

"**Contract Manager**" means each of the individuals set out on the Term Sheet, respectively appointed by the Publisher and the Client in accordance with clause 3.4;

"**Fee**" means the Fee set out in the Term Sheet;

"**Government Restriction**" means any Applicable Law or government order, rule, direction, or requirements or notice of or action taken by any regulatory body, government or public authority, including but not limited to imposing an embargo, or import restriction, quota or other restriction or prohibition, or refusal of any licence, permit or consent;

"**holding company**" and "**subsidiary**" a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

"**Intellectual Property Rights**" means any and all patents, rights in inventions, utility models, copyright and neighbouring and related rights, trade marks, service marks, trade names, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and rights to apply for and be granted renewals or extensions of, and 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;

"**Journal**" means the relevant publication of the Publisher (print and/or on-line) set out in the Term Sheet;

"**Publication Date**" means the date the Sponsored Project is published in print and/or digital format by the Publisher;

"**Publisher Restriction**" has the meaning set out in clause 8.2;

"**Publisher Services**" has the meaning set out in the Term Sheet;

"**Publisher Website**" means the Publisher's website at www.nature.com;

"**Related Persons**" means a Party's employees, officers, representatives, agents, contractors, suppliers and/or advisers;

"**Relevant Requirements**" has the meaning set out in clause 19.1.1;

"**Sponsored Project**" means the content which the Publisher is intending to publish in the Journal or in a Supplement and in which it is agreed that the Client Material will appear, as set out in the Term Sheet and Schedule 1;

"**Standard Terms**" means these standard terms and conditions, as set out in this document;

"**Supplement**" means a standalone follow-on publication and/or update to the Journal;

"**Technical Specification**" means the Publisher's technical specification, as set out in Schedule 2;

"**Term**" means the term of the Agreement, as set out in the Term Sheet, commencing on the Commencement Date;

"**Term Sheet**" means the front term sheet incorporating these Standard Terms, which forms part of the Agreement;

"**Website Location**" means the part of the Publisher Website at which the Client Material will be accessible, as set out in the Term Sheet; and

"**White Paper Requirements**" means the white paper requirements, as set out in Schedule 3.

1.2 Terms defined in the Term Sheet shall have the meaning specified in the Term Sheet.

1.3 In the Agreement (except where the context otherwise requires):

1.3.1 references to legislation or Applicable Law are to that legislation or Applicable Law as amended, extended or re-enacted from time to time and includes (a) all subordinate legislation made under it from time to time; and (b) all legislation superseding legislation that formerly implemented any EU legislation notwithstanding that such new legislation may no longer implement EU Legislation;

1.3.2 reference to the singular includes a reference to the plural and vice versa;

1.3.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.3.4 the schedules to the Agreement are incorporated into and form part of the Agreement;

1.3.5 reference to any clause or schedule is to a clause or schedule (as the case may be) of or to the Agreement; and

1.3.6 the term "including", "include", "excluding", "exclude", "in particular" or any similar terms as used in the Agreement shall be construed as illustrative only and shall not limit the sense of the words preceding and without limiting, respectively, the generality of any description preceding such term.

1.4 Headings are for convenience only and shall not affect the interpretation of these Standard Terms.

1.5 The Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees, and references to any Party shall include that Party's personal representatives, successors and permitted assignees.

2 APPLICATION OF THESE STANDARD TERMS

2.1 These Standard Terms and the terms set out in the Term Sheet are the only conditions upon which the Publisher is prepared to deal with the Client and they shall govern the Agreement to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions (other than these Standard Terms and those set out in the Term Sheet) endorsed upon, delivered with or contained in any other document (whether or not any such document is referred to in the Agreement) or any other terms that the Client seeks to impose or incorporate will form part of the Agreement.

3 APPOINTMENT

3.1 The Client appoints the Publisher, on the terms set out in the Term Sheet, to provide the Publisher Services.

3.2 The Agreement is entered into, and the Client acknowledges and agrees that the Agreement is, on a non-exclusive basis.

3.3 The Publisher shall be free to engage with any other person (including, but not limited to, other sponsors) in respect of the Publisher Services and/or in connection with the Sponsored Project and all associated material. Nothing shall prevent the Publisher from being entitled to market and/or sell the Publisher Services and/or the Sponsored Project to any third party.

3.4 Each Party shall appoint (and, as it thinks appropriate, replace) a Contract Manager, who shall (except as otherwise expressly

SPONSORED PRODUCTS AGREEMENT: STANDARD TERMS

notified in writing) have the authority contractually to bind the Publisher and the Client, as applicable, on all matters relating to the Publisher Services and to the Agreement.

4 PAYMENT

4.1 In consideration of the Publisher Services, the Client shall pay the Fees, on such dates and as specified within the Term Sheet, together with any applicable VAT and any interest payable under clause 4.4, to the Publisher. The Fees shall be payable in addition to all charges, fees, costs and/or expenses incurred by the Publisher in performing the Publisher Services, including payments for production and/or media in connection with the Publisher Services.

4.2 The Publisher shall invoice the Client for the Fees in accordance with the Term Sheet and in respect of any charges, fees, costs and/or expenses incurred by the Publisher in performing the Publisher Services. The Client shall pay all invoices, in cash or cleared funds, within thirty (30) days following the date of such invoice.

4.3 The Client shall pay all invoices without deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.

4.4 If the Client fails to make any payment due to the Publisher under the Agreement then the Publisher may charge the Client interest on the overdue amount at the rate per annum of 4% over the base lending rate of Barclays Bank PLC on the date on which the payment becomes overdue. Such interest shall accrue daily from the date on which the invoice should have been paid under clause 4.3 until the date of actual payment of the overdue amount, whether before or after judgment.

4.5 All Fees and prices are exclusive of any excise, sales, transfer or other taxes and duties imposed by governmental authorities. The Client shall bear all excise, sales, transfer or other taxes and duties imposed by governmental authorities under the Agreement.

4.6 The Client must make all payments under the Agreement free from any deduction or withholding for or on account of any excise, sales, transfer or other taxes and duties imposed by governmental authorities. If the Client is required by law to make any such deduction or withholding, it shall:

4.6.1 pay to the Publisher any additional amount as may be necessary to ensure that the Publisher receives the full amount of the relevant payment as if that deduction or withholding had not been made; and

4.6.2 supply promptly to the Publisher evidence satisfactory to Publisher that it has accounted to the relevant authority for the deduction or withholding.

5 PUBLISHER OBLIGATIONS

5.1 The Publisher agrees to provide the Publisher Services, as specified within the Term Sheet, in consideration of the payment of the Fee and Client's compliance with the terms of the Agreement.

5.2 The Publisher shall use its reasonable endeavours to provide the Publisher Services within reasonable timeframes.

5.3 Delivery of the Publisher Services shall be completed on Publisher's publication of the Journal or Supplement, as applicable, within which the Sponsored Project is published.

5.4 The Publisher shall retain editorial control over any and all materials or deliverables produced by the Publisher through the course of performing, or arising out of, the Publisher Services.

5.5 Publication of the Sponsored Project is at the sole and absolute discretion of the Publisher, and any failure by the Publisher to publish, or non-publication of, the Sponsored Project, for any reason whatsoever, shall not be a breach by it of this Agreement. If applicable, the Publisher shall notify the Client in writing as soon as reasonably practicable after it has taken a firm decision not to publish the Sponsored Project. The Agreement shall immediately terminate on the date of the notice of non-publication or cancellation of the Sponsored Project by the Publisher.

6 CLIENT OBLIGATIONS

6.1 The Client shall:

6.1.1 provide Client Materials to the Publisher, in the format required by the Publisher, within the deadlines specified by the Publisher in Schedule 1, the Technical Specification, and/or White Paper Requirements or similar document provided by the Publisher;

6.1.2 comply with all reasonable instructions and directions given by the Publisher;

6.1.3 ensure that the Client Materials comply with the Technical Specification and the White Paper Requirements;

6.1.4 ensure that, it does not interfere with the activities of the Publisher or its respective Related Persons or customers;

6.1.5 not knowingly undertake any activities which may in any way harm the Publisher's business or reputation;

6.1.6 avoid conflicts of interests with the Publisher arising and promptly notify the Publisher of any that do arise;

6.1.7 obtain and maintain in full force all necessary consents, approvals, authorisations, licences and permissions which are required for it to perform its obligations under the Agreement; and

6.1.8 on request, provide reasonable co-operation with the Publisher and its Related Persons.

6.2 The Publisher's performance of the Publisher Services is subject to the Client's compliance with clause 6.1.

6.3 The Publisher may approve or reject the Client Materials, in its sole discretion. Such approval or rejection shall be notified to the Client, in writing. The Client acknowledges and agrees that the Publisher is under no obligation under the Agreement, or otherwise, to make any use of, perform the Publisher Services in respect of or publish, the whole, or any part of, the Client Materials unless such Client Materials are in full compliance with this Agreement and approved by the Publisher.

6.4 The Publisher may amend, adapt or change the Client Materials, in any way it sees fit, if the Client or the Client Materials fail, in any way whatsoever, to comply with clauses 6.1 or 8.1.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 Except as expressly set out in the Agreement, nothing in the Agreement shall confer any rights, title or interest in or to any Intellectual Property Rights in:

7.1.1 any website owned or controlled by the Publisher (including without limitation the Publisher Website, any domain name owned or controlled by the Publisher and the Website Location) or any part of either of them onto the Client or confer on it any licence or right to use any Intellectual Property Rights of the Publisher, all of which rights are reserved exclusively by the Publisher absolutely;

7.1.2 the Journal and/or any Supplement, all of which rights are reserved exclusively by the Publisher absolutely, excluding the Client Materials as set out in clause 7.1.3; and

7.1.3 the Client Materials onto the Publisher, and the Parties acknowledge and agree that the Intellectual Property Rights in the Client Materials belong solely to the Client.

7.2 The Client hereby grants to the Publisher a worldwide, non-exclusive, royalty free, perpetual, transferable and sub-licensable licence to store (in any medium), modify, reproduce, distribute and make available to the public the Client Materials in print and/or digital form for the purposes of fulfilling its obligations under the Agreement.

7.3 If the Client Materials include any material that is proprietary to any third party (including, without limitation, images, graphs or tables) the Client shall procure a licence for the Publisher, on the same terms as set out in clause 7.2, in respect of such material and be responsible for obtaining all permissions, in writing, to enable it to grant to the Publisher the licence in clause 7.2. The Client shall obtain such licence and permissions prior to disclosing such Client Materials to the Publisher and shall provide evidence of such licence and/or permissions to the Publisher, if requested.

8 WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

8.1 The Client warrants, represents and undertakes that:

8.1.1 it has, and will continue to hold, all consents, authorisations, licences, permissions and regulatory approvals necessary to enter into the Agreement, undertake its obligations as set out herein and grant the rights granted hereunder;

8.1.2 in performing its obligations under the Agreement, it will comply with all Applicable Laws and Government Restrictions;

8.1.3 it has, and will continue to have, all necessary rights in and to the Client Materials, including any and all Intellectual Property Rights in such Client Materials, and any other materials made available by the Client to the Publisher or which are otherwise necessary to

SPONSORED PRODUCTS AGREEMENT: STANDARD TERMS

- perform the Publisher's obligations under the Agreement;
- 8.1.4 the Client Materials comply with the Technical Specification and the White Paper Requirements;
- 8.1.5 none of and nothing in the Client Materials shall bring the Publisher into disrepute or is likely to or will cause material damage to the reputation, standing and/or goodwill of the Publisher;
- 8.1.6 none of and nothing in the Client Materials is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, is liable to incite racial hatred or acts of terrorism, menacing, blasphemous, violates any right of privacy, infringes any Intellectual Property Rights of any third party, infringes any duty of confidentiality, violates any contract, express or implied, or is otherwise unlawful; and
- 8.1.7 all written information (including, but not limited to the Client Materials) provided to the Publisher is true, accurate, comprehensive, not misleading, in good English and complies with the CAP Code at the time provided to the Publisher and shall remain so in all material respects.
- 8.2 If, during the Term, any Government Restriction is enacted, levied or imposed which impacts the provision of the Publisher Services, whether in whole or in part, ("**Publisher Restriction**") the Client warrants that it shall obtain and maintain all applicable consents, authorisations, licences, permissions and regulatory approvals necessary for the Publisher to continue to provide the Publisher Services and/or to remove such Publisher Restriction. The Publisher shall not be liable to the Client or be in breach for any delay or prevention in performing any of its obligations under the Agreement arising from or attributable to a Publisher Restriction, which shall not excuse the Client from its payment or other obligations owing by it to the Publisher under the Agreement.
- 8.3 The Client shall, indemnify and keep indemnified the Publisher in full and hold it harmless on demand from and against any and all losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands, legal and other professional costs (calculated on a full indemnity basis) incurred by, awarded against, suffered by or agreed to be paid by the Publisher arising out of or in connection with the Client's breach of clause 8.1.
- 9 LIABILITY**
- 9.1 Subject to clauses 8.3 and 9.3, under no circumstances shall either Party be liable to other for any of the following, whether in contract, tort (including negligence) or otherwise:
- 9.1.1 any indirect, special or consequential losses;
- 9.1.2 loss of revenue or anticipated revenue;
- 9.1.3 loss of savings or anticipated savings;
- 9.1.4 loss of business opportunity;
- 9.1.5 loss of wasted expenditure; or
- 9.1.6 direct or indirect loss of profits or anticipated profits.
- 9.2 Subject to clauses 9.1 and 9.3, each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement (excluding Client's obligation to pay the Fees) shall be limited to the total amount paid or payable by Client to the Publisher during the calendar year in which the liability arose.
- 9.3 Nothing in the Agreement shall limit, exclude or restrict the liability or remedy of either Party to any extent for:
- 9.3.1 death or personal injury caused by the negligence of that Party;
- 9.3.2 fraud or fraudulent misrepresentation committed by or on behalf of that Party;
- 9.3.3 any indemnity given by either Party pursuant to the Agreement; or
- 9.3.4 any act, omission or other matter for which may not be excluded or limited under Applicable Law.
- 10 TERM AND TERMINATION**
- 10.1 The Agreement shall commence on the Commencement Date and (unless terminated earlier by either Party in accordance with the terms of clause 10.2 or by the Publisher in accordance with clause 10.3) shall continue in force for the Term.
- 10.2 Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, the Agreement may be terminated by either Party with immediate effect by giving written notice if:
- 10.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default for more than ten (10) days after being notified in writing to make such payment;
- 10.2.2 the other Party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, or the other Party commits a material breach of the Agreement which is incapable of remedy;
- 10.2.3 the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
- 10.2.4 the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsorily or voluntarily.
- 10.3 The Purchaser may, without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, terminate the Agreement immediately:
- 10.3.1 pursuant to clause 5.5; or
- 10.3.2 on the Client's breach of clause 8.1.
- 11 CONSEQUENCES OF TERMINATION**
- 11.1 All rights and licences granted by one Party to the other hereunder shall terminate upon termination or expiry of the Agreement, except as otherwise set out expressly in the Agreement.
- 11.2 If the Agreement is terminated by the Client pursuant to clause 10.2 or expires, prior to the Publication Date, the Publisher shall refund to the Client the Fee, or part thereof, already paid by the Client as at the Publication Date (if any). Such refund shall not be payable or be due, if expiry or termination of the Agreement occurs on or after the Publication Date, for any reason whatsoever.
- 11.3 If the Agreement terminates or expires, for any reason whatsoever, on or after the Publication Date the Publisher shall have no further obligations to the Client, whether under the Agreement or otherwise.
- 11.4 The accrued rights, remedies, obligations and liabilities of the Parties as at termination or expiry of the Agreement shall not be affected or prejudiced by any such expiry or termination of the Agreement, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 11.5 Clauses which expressly or by implication are intended to come into or continue in force on or after the expiry or termination of the Agreement, shall remain in full force and effect following termination or expiry of the Agreement including, without limitation, clauses 4, 7, 8, 9, 11, 13, 15, 16, 17, 18 and 20.
- 12 FORCE MAJEURE**
- 12.1 If either Party is delayed or prevented in the performance of any of its obligations under the Agreement, by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable that Party shall not be liable to the other Party or be in breach for the delay or prevention in performing any of its obligations under the Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that Party, using all reasonable endeavours, to perform that obligation.
- 12.2 If the performance of any of the Publisher's obligations under the Agreement is delayed or prevented as described in clause 12.2 for a continuous period of two (2) months, either Party may terminate the Agreement, without liability to the other Party, by giving notice to the other Party.
- 13 CONFIDENTIALITY**
- 13.1 Neither Party may make an announcement or press release concerning the subject matter of the Agreement without the prior consent of the other Party.

SPONSORED PRODUCTS AGREEMENT: STANDARD TERMS

- 13.2 Each Party shall at all times (during the Term of the Agreement or following its expiry or earlier termination):
- 13.2.1 except as permitted by clause 13.3, keep the Confidential Information confidential and shall not disclose any Confidential Information to any other person other than with the prior written consent of the other Party; or
- 13.2.2 use any of the other Party's Confidential Information for any purpose other than to perform its obligations and/or exercise its rights under the Agreement.
- 13.3 Each Party may disclose Confidential Information:
- 13.3.1 to its Related Persons but only to the extent they need to know such Confidential Information to enable that Party to perform its obligations and/or exercise its rights under the Agreement. The disclosing Party shall procure that such Related Persons only use the information for that purpose, knows the information is confidential and does not disclose the information. Each Party shall be responsible for any failure of its Related Persons to observe the obligations in this clause 13 as though it were a breach of this clause 13 committed by that Party; and
- 13.3.2 as required by Applicable Law.
- 14 ASSIGNMENT**
- 14.1 The Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that either Party without such consent may assign the Agreement and its rights and obligations hereunder to any of its holding company (and each of its subsidiaries) or subsidiary companies or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which the Agreement relates.
- 14.2 The Publisher shall be entitled to sub-contract any of its obligations under the Agreement without requiring the prior consent of the Client.
- 14.3 The Publisher shall always have the right to perform any or all of its obligations and exercise any or all of its rights under the Agreement through any of its holding company (and each of its subsidiaries) or subsidiary companies.
- 15 ENTIRE AGREEMENT**
- 15.1 The Agreement and the documents referred to in the Agreement constitute the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.
- 15.2 Each Party acknowledges and agrees that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in the Agreement.
- 15.3 Neither Party shall have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Agreement.
- 16 NOTICES**
- 16.1 Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by registered post to the addresses set out on the Term Sheet (airmail if overseas) (but not by email or any other means) marked for the attention of the 'General Counsel'.
- 16.2 Any such notice or other written communication shall be deemed to have been served:
- 16.2.1 if delivered personally, at the time of delivery; or
- 16.2.2 if posted by registered or airmail post seven (7) Business Days after it was posted.
- 16.3 In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice or other written communication was properly addressed and sent by registered mail or airmail (as the case may be).
- 17 WAIVER**
- 17.1 A failure to exercise or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy.
- 17.2 Any waiver of any right under the Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 18 INTERPRETATION, GOVERNING LAW AND JURISDICTION**
- The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any such matter.
- 19 ANTI-BRIBERY AND CORRUPTION**
- 19.1 The Client and its officers shall at all times comply in full with:
- 19.1.1 all applicable anti-bribery and corruption laws, statutes, regulations and codes relating to bribery and other corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); and
- 19.1.2 the Publisher's anti-bribery and corruption policy as amended from time to time (and currently available at <http://se.macmillan.com/FILES/ABC-POLICY/>).
- 19.2 The Client shall have and shall maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.
- 19.3 Neither the Client nor any person acting on the Client's behalf:
- 19.3.1 has directly or indirectly:
- a) paid, provided, offered or authorised any payment, gift, inducement or other benefit to any person including any governmental or regulatory entity or official in any territory for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage;
- b) received, accepted or authorised any such benefit from any such person for any such purpose; nor
- 19.3.2 shall directly or indirectly do any of the foregoing at any time during the Term.
- 19.4 Notwithstanding any other provision of the Agreement, any breach by the Client or its officers of this clause 19 may be regarded by the Publisher as a material breach incapable of remedy and permitting the Publisher, without prejudice to its other rights and remedies, to terminate the Agreement on immediate written notice pursuant to clause 10.2.2.
- 20 GENERAL**
- 20.1 The Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.
- 20.2 A person who is not a Party to the Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 20.3 The Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. The Client shall not have, nor represent that it has, any authority to make or enter into any commitments on the Publisher's behalf or otherwise bind the Publisher in any way.
- 20.4 The rights and remedies provided under these Standard Terms are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Standard Terms (or the exercise thereof) shall not be considered as limiting the Publisher's rights or remedies under any other provision of these Standard Terms (or the exercise thereof).
- 20.5 If any provision, or part of a provision, of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**void provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 20.6 No variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.