

1 DEFINITIONS

- 1.1 “System” is defined as the Module(s), Add On(s) and User Licence(s) which shall be accessed via the Internet at www.fincalc.co.uk or such other website address as may be notified to the Licensee and Users from time to time.
- 1.2 “Licensor” is defined as O&M Pension Solutions Ltd.
- 1.3 “Licensee” is the legal entity who has agreed to rent the System and who has signed this Licence. Licensee shall also be deemed to include the Licensee and each of its subsidiary companies, its holding company (“holding company”) and each subsidiary of its holding company (“subsidiary company”) being as defined in section 1159 of the Companies Act 2006 (or replacement legislation), providing such legal entities operate in the market under the same brand name as the legal entity who has signed this Licence.
- 1.4 “Data Protection Legislation” is defined as all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation ((EU) 2016/679) and (iii) any other directly applicable European Union regulation relating to privacy.
- 1.5 “Licence” means the Licence granted under clause 2.1.
- 1.6 “Licensee Client Personal Data” means any Personal Data (as defined in the Data Protection Legislation) of the Licensee’s clients (who for the purpose of this agreement and the Data Protection Legislation are the data subjects).
- 1.7 “Results” are defined as the data displayed on screen by the System.
- 1.8 “Reports” are defined as any printout generated by/ from the System.
- 1.9 “User Licence” is defined as a unique login provided to each individual who requires simultaneous access to the System or wishing to use Results or Reports from the System.
- 1.10 “User” is defined as the individual who is provided with a User Licence by the Licensor at the request of the Licensee.
- 1.11 “Module” is defined as the application the Licensee has elected to subscribe to.
- 1.12 “Add On” is defined as any additional software or service that can be applied to a Module to enhance User experience.
- 1.13 “Applicable Anti-Bribery Law” means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which the Licensor or its Associated Person, as applicable, is subject to in using the System. Where relevant this may include the UK Bribery Act 2010 (“Bribery Act”) and the US Foreign Corrupt Practices Act 1977 (“FCPA”).
- 1.14 “Associated Person” means in relation to any entity, a person who performs any services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors.
- 1.15 “Public Official” means:
- 1.15.1 any officer, employee or representative of a government, whether national, federal or local;
- 1.15.2 any individual exercising a legislative, administrative or judicial function, whether appointed or elected;
- 1.15.3 any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;
- 1.15.4 any candidate for or holder of public office;
- 1.15.5 any political party or official of a political party;
- 1.15.6 any officer, employee or representative of a public international organisation; and
- 1.15.7 any member of a royal family.
- 1.16 “Government Entity” means:
- 1.16.1 any national, federal, state, province, local and / or municipal government department, agency, office and / or instrumentality;
- 1.16.2 any company or organisation where a government has 50 percent or more ownership interest;
- 1.16.3 any company or organisation where a government controls a majority of votes attaching to the shares;
- 1.16.4 companies and organisations that are controlled by a government. For example, the term ‘Government Entity’ will generally include companies and organisations that:
- 1.16.4.1 have constituting statutes that establish that they are instrumentalities, agents or mandataries of a government;
- 1.16.4.2 perform functions or services that are public-in-nature (i.e., for the benefit of the general public or a large sector of the population);
- 1.16.4.3 are financially dependent on the government (i.e., the government is responsible for losses or funding of operations);
- 1.16.4.4 do not operate on a normal commercial basis (e.g., because they are given special powers by legislation);
- 1.16.4.5 have boards of directors or management committees where the government nominates a majority of directors or officers.

2 SCOPE AND BASIS OF LICENCE

- 2.1 This Licence grants the Licensee a non-exclusive, non-transferable Licence (without rights to sub-licence) to use the System subject to acceptance of all terms and conditions within this Licence.
- 2.2 The Licensor reserves the right to refuse any application for a Licence.
- 2.3 We may grant a temporary trial System. A Licensee with only a trial System would not be subject to the clauses listed under section 5, 10.1 or 11.1 but may be terminated at any time by the Licensor.

3 OWNERSHIP

- 3.1 The System remains the property of the Licensor.

4 SYSTEM AVAILABILITY

- 4.1 The Licensee acknowledges that whilst the Licensor will endeavour to provide continuous access to the System, certain downtime is unavoidable and may be beyond the control of the Licensor.

5 CHARGES

- 5.1 Unless specified in the original order form, the Licensor and the Licensee agrees that the Licensee shall rent the System for a minimum period of 12 months. Any subsequent additions by the Licensee to any Module(s), User(s) or Add On(s) are also subject to the same minimum period from date of issue.
- 5.2 The Licensee shall pay all sums owing to the Licensor with regard to the System issued under this Licence within 30 days of these sums falling due, following receipt of a valid and correct invoice from the Licensor. All initial sums due under this Licence are payable before the delivery of the System and training takes place.
- 5.3 Any sum payable to the Licensor under this Licence shall be paid without regard to any equity set-off or counterclaim and, without prejudice to its other rights and remedies. Notwithstanding the Late Payment of Commercial Debts (Interest) Act 1998 the Licensor may charge interest on all outstanding amounts from the due date, both before and after judgement, until such time as these sums and any interest accrued are paid up in full at the rate of four percent (4%) above Bank of England base rate.
- 5.4 Upon expiry of the minimum period referred to in 5.1 above, the Licensor may vary the sum chargeable with regard to the System issued under this Licence, however 6 weeks’ written notice must be given to the Licensee.
- 5.5 All sums payable under this Licence are payable in advance. If the Licensee terminates this Licence under clause 11.1, no refund will be given for any sums paid or payable under this Licence, unless the termination is due to the Licensor’s material breach of the terms of this Licence, in which case a pro-rata refund of the sums paid in respect of the remaining period of this Licence will be given. If the Licensor terminates this Licence under clause 11.1 a pro-rata refund of the sums paid in respect of the remaining period of this Licence will be given, unless such termination is due to the Licensee’s material breach of the terms of this Licence.

- 5.6 All sums payable by the Licensee to the Licensor under this Licence are exclusive of any applicable value added tax which shall be paid by the Licensee at the rate and in the manner from time to time prescribed by law.
- 5.7 The Licensor reserves the right to make a reasonable administration charge for any changes made as detailed under clause 7.5.
- 6 RESTRICTIONS ON USE**
- 6.1 Neither party shall assign or transfer the benefit of this Licence without the prior written consent of the other, such consent not to be unreasonably withheld or delayed or subjected to excessive cost, provided always that nothing in this clause shall prevent assignment by either party to any other company within its group of companies
- 6.2 The Licensee shall use the System Results/Reports only for its own business purposes and only in accordance with, and on the terms and conditions set out in this Licence.
- 6.3 The Licensee is permitted to process and create Reports and Results in relation to their own clients and to share these Reports and Results with any entities providing support services to the Licensee and the Licensee's regulator.
- 6.4 The Licensee is explicitly refused permission to provide Reports and Results for or on behalf of another entity where this would be considered a bureau or paraplanning service.
- 6.5 The Licensee and Users shall not:
- 6.5.1 Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System (as applicable) in any form or media or by any means; or
- 6.5.2 Attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the System; or
- 6.5.3 License, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the System available to any third party except the Licensee; or
- 6.5.4 Access all or any part of the System in order to build a product, system or service which competes with the System; or
- 6.5.5 Attempt to obtain, or assist third parties in obtaining, access to the System other than as provided under this clause 6.
- 6.6 A 'Fair Use' policy applies to all Users to ensure the System remains available to all Users. The Licensor will monitor usage and reserves the right to suspend access or renegotiate System cost, should it be deemed that usage exceeds that expected from a User or Licensee.
- 7 USER MANAGEMENT**
- 7.1 The Licensor and Licensee will control access to the System.
- 7.2 It is the responsibility of the Licensee to ensure each User has read the terms and conditions of this License and agree to abide by them.
- 7.3 The use of User Licences is the responsibility of the Licensee. Use of the System or User Licences (or the transfer of the System or User Licences or making the same available) to or by any person other than a User authorised by the Licensor shall be deemed a material breach of the Licence by the Licensee and the Licensee shall be liable for all losses suffered by the Licensor arising from such unauthorised use.
- 7.4 The Licensor will issue a link for each User Licence rented to the User email address specified and generic usernames and/or display names and/ or email addresses will not be permitted. The password can be modified by the User and will be subject to the Licensee's password policy to be set on System by the Licensee.
- 7.5 Maintenance of usernames will be undertaken by the Licensor. The Licensee acknowledges that the Licensor reserves the right to make a reasonable administration charge for maintenance where changes to individual User Licences are made more than once in any 12 month period.
- 7.6 The Licensee shall procure that all of its Users adhere to the Terms and the Licensee shall be directly liable to the Licensor for any losses caused by use or misuse of the System by itself or its Users.
- 8 WARRANTY AND LIMITATION OF LIABILITY**
- 8.1 The Licensor warrants that the software is free from significant programming errors and from material defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto.
- 8.2 The System is for use only for legal entities regulated under the Financial Services and Markets Act 2000 or replacement legislation.
- 8.3 The Licensee acknowledges that the use of the System requires the Licensee to use its own skill and judgement. The Licensee warrants that it has such skill and judgement and undertakes at all times to exercise its own judgement in the use of the System and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.
- 8.4 The Licensor shall not in any circumstances whatever be liable to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 8.4.1 loss of profits, sales, business, or revenue;
- 8.4.2 business interruption;
- 8.4.3 loss of anticipated savings;
- 8.4.4 loss or corruption of data or information, including Licensee Client Personal Data as defined in 15.9.1;
- 8.4.5 loss of business opportunity, goodwill or reputation; or
- 8.4.6 any indirect or consequential loss or damage.
- 8.5 Other than the losses set out in clause 8.4 (for which the Licensor is not liable), the maximum aggregate liability of the Licensor under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Licence fees received by the Licensor from the Licensee in the 12 months preceding the date of the event giving rise to a claim. This maximum cap does not apply to death or personal injury resulting from the Licensor's negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.
- 9 INTELLECTUAL PROPERTY RIGHTS**
- 9.1 The copyright and all intellectual property rights of whatever nature in the System and the selection and arrangement of its content are and shall remain the property of the Licensor or its data suppliers as the case may be and nothing in this Licence shall be construed so as to transfer any intellectual property rights whatever to the Licensee. In addition, the Licensee shall have no rights in respect of any trade name or trade mark of the Licensor or of the goodwill associated with it.
- 9.2 The Licensor will indemnify and defend any cause of action against the Licensee in any claims on infringement of patent, copyright, trade secret or other intellectual property rights of a third party in relation to the System, at the Licensor's expense. The Licensor will pay any costs, damages and settlements awarded against the Licensee in such action.
- 10 TRAINING AND TECHNICAL SUPPORT**
- 10.1 The Licensee and Users are entitled to receive one session of free training at the offices of the Licensor and unlimited access to online training webinars. Further training can be arranged, but the Licensor reserves the right to make a charge for this.
- 10.2 The Licensee and User are entitled to receive technical support from the Licensor and/or its data suppliers. Technical support will be provided between the hours of 9:00am and 5:00pm Monday to Friday (excluding English public holidays and any weekdays that the Licensor's office is closed. Any office closure dates will be notified on FinCalc's website www.fincalc.co.uk). Technical support can be contacted through a variety of means, including telephone, fax, email and the Licensor's website. The Licensor aims to respond to any request for technical support within 4 working hours and will attempt to rectify any problems found as quickly as practicable.
- 10.3 The entitlement under clauses 10.1 and 10.2 is revoked if the Licensee has failed to pay all sums owing under, or breached any terms of, this Licence.

11 TERM AND TERMINATION

- 11.1 Upon expiry of the minimum period referred to in 5.1, the Licence will continue in perpetuity, until terminated in writing by either party giving the notice period detailed on the order form (or one month's notice if not specified on the order form) to the other party.
- 11.2 The effective date of any notice to the Licensor is the date that the letter or e-mail arrives at the Licensor's office. Merely posting/sending the notice will not class as instigating the notice period. The Licensor will acknowledge receipt of notice within 24 hours.
- 11.3 The Licensor may terminate this Licence immediately and without notice if the Licensee fails to comply with any of the Terms.
- 11.4 The Licensor has the right to terminate the User Licence assigned to a User without notice if the User fails to comply with any of the terms and conditions of this Licence.
- 11.5 Breach of any of the provisions in clause 22 shall be deemed to be a material breach of this Agreement for the purpose of clause 11 and, without remedy to any other right, relief or remedy, entitles Licensee to terminate this Agreement immediately. Licensee shall not be obliged to make any payments under this Agreement where it reasonably suspects those payments may be used by Licensor or any of its Associated Persons to make a payment that would violate clause 22 of this Agreement.

12 LAW

- 12.1 This Licence shall be governed by English law.
- 12.2 The English Courts shall have jurisdiction to settle any disputes that may arise out of or in connection with this Licence.

13 HEADINGS

- 13.1 The headings of this Licence are for ease of reference only and do not affect its interpretation or construction.

14 ACKNOWLEDGMENT

- 14.1 Both parties acknowledge that the terms and conditions of this Licence are understood and agree to be bound by them. The Licensee acknowledges that the rent for the System takes into account the terms on which such System is supplied.
- 14.2 The Licensee also agrees that this Licence supersedes all prior Licences, arrangements and undertakings and constitutes the entire agreement relating to the Licence of the System.
- 14.3 No addition to or modification of any provision of this Licence shall be binding unless made in writing by a Director of the Licensor.
- 14.4 The parties to this Licence shall respect and shall keep in confidence and shall not disclose any information of the other party which is designated confidential or which by its nature is reasonably expected to be confidential material. This obligation shall not apply to information which:
- 14.4.1 is in the public domain or becomes into it other than by breach of this Licence; or
- 14.4.2 is rightfully obtained from other parties without restrictions; or
- 14.4.3 can be shown to have been already known to the receiving party or developed independently by it; or
- 14.4.4 is disclosed to another party under an obligation created by a court or government action.
- 14.5 Any information received by one party in the performance of this Licence shall remain the property of the disclosing party. All copies of such information in written, graphic or other tangible form shall be returned upon request. The obligations of this clause shall survive the expiry or termination of this Licence.
- 14.6 If any provision in this Licence is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Licence that shall remain in full force and effect.
- 14.7 The Licensee and User acknowledge that:
- 14.7.1 the Licensor does not provide investment advice hereunder and that nothing within the System constitutes investment advice and that the Licensee and User shall not treat any of the System's content as such;
- 14.7.2 the Licensor does not recommend any financial product;
- 14.7.3 the Licensor does not recommend that any financial product should be bought, sold or held by the Licensee, User or its clients;
- 14.7.4 nothing within the System should be construed as an offer, nor the solicitation of an offer, to buy or sell securities by the Licensor;
- 14.7.5 nothing within the System is intended to be or to be treated as an inducement or invitation by the Licensor to engage in any kind of investment activity.

15 DATA PROTECTION

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 15.2 The parties acknowledge that for the purposes of the Data Protection Legislation and using terms defined in Data Protection Legislation;
- 15.2.1 the Licensee is a data controller for their Licensee Client Personal Data;
- 15.2.2 the Licensor is a data controller for Licensee contact data; and
- 15.2.3 the Licensor is a data processor for Licensee Client Personal Data as defined in 15.9.1.
- 15.3 Without prejudice to the generality of clause 15.1, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Licensor for the duration and purposes of this Licence.
- 15.4 Without prejudice to the generality of clause 15.1, the Licensor shall, in relation to any Personal Data processed in connection with the performance by the Licensor of its obligations under this Licence:
- 15.4.1 process that Personal Data only pursuant to this clause 15 and on the written instructions of the Licensee unless the Licensor is required by Applicable Laws to otherwise process that Personal Data.
- 15.4.2 ensure that it has in place appropriate technical and organisational measures 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);
- 15.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 15.4.4 not transfer any Licensee Client Personal Data outside of the European Economic Area,
- 15.4.4.1 Personal Data relating to the Licensee, specifically excluding the Licensee Client Personal Data, shall not be transferred outside the European Economic Area without the prior written consent of the Licensee (not to be unreasonably withheld or delayed) unless the appropriate safeguards are place in accordance with the Data Protection Legislation;
- 15.4.5 assist the Licensee, at the Licensee's reasonable cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.4.6 notify the Licensee within 2 working days on becoming aware of a Personal Data breach;
- 15.4.7 at the written direction of the Licensee, delete or return Personal Data and copies thereof to the Licensee on termination of this Licence unless required by Applicable Law to store the Personal Data; and
- 15.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.
- 15.4.9 The Licensor shall, in accordance with the Data Protection Legislation, make available to the Licensee such information it has as necessary to demonstrate the Licensor's compliance with the obligations placed on it and allow for and contribute to audits by the Licensee, at the Licensee's reasonable cost.

- 15.5 The Licensee consents to the Licensor appointing contractors as third-party processors of Personal Data under this Licence. The Licensor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating equivalent training and wording relating to data protection that the Licensor's staff are provided which are substantially similar to those set out in this clause 15. As between the Licensee and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15. The Licensor shall inform the Licensee in advance, providing at least one month's written notice, of any intended changes concerning the addition or replacement of other processors where this will have an impact on the Licensee.
- 15.6 The Licensor's processing instructions as at the date of this Licence are to receive and use the Licensee's Personal Data solely for the purpose of providing the System.
- 15.7 The nature and purpose of the data controlling by the Licensor of the Licensee's Personal Data is to organise and process such Personal Data to ensure Licensee Client Personal Data Reports are issued appropriately.
- 15.8 The nature and purpose of the data processing by the Licensor is to organise and process the Licensee Client Personal Data and combine this into the System, owned by the Licensor, in order to produce Results and Reports.
- 15.9 The types of Personal Data which may be controlled and/or processed under this Licence includes:
- 15.9.1 Licensee Client Personal Data details including without limitation title, name, date of birth, marital status, spouse's date of birth, address, national insurance number, pension scheme reference number, salary, pension values and other financial data; and
- 15.9.2 Business contact details of the Licensee's employees (former and current) and Scheme Administrators;
- 15.10 The categories of Data Subjects to whom the Personal Data might relate are set out in clause 15.9.
- 15.11 The Licensee shall not transfer to the Licensor (and the Licensor shall not process) any special categories of Personal Data (within the meaning of the Data Protection Legislation).
- 15.12 The Licensee and User acknowledge that the Licensor is entitled to collate certain data from the System, to assist the Licensor in understanding the usage and performance of the System. Only data from the System, specifically excluding the Licensee Client Personal Data, will be collated in other systems of the Licensor. Whilst Licensee specific information will not be disclosed to any third party, the Licensor reserves the right to publish/share information highlighting general trends of usage and performance of the System.

16 FORCE MAJEURE

- 16.1 Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, strikes or fuel crises.

17 INSOLVENCY

- 17.1 Without prejudice to any other right or remedy, either party may terminate this Licence if the other party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, has an order or resolution made for it to be wound up (otherwise than in the furtherance of a scheme for amalgamation or reconstruction), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

18 NON-SOLICITATION

- 18.1 During the term of this Licence and for a period of six months after termination, howsoever arising, both parties undertake that they will not directly or indirectly and whether on their own behalf or on behalf of any other person, firm or company, solicit or offer employment or engagement to, or employ or engage, any person who is at any time during the term of this Licence employed by the other party. In the event of any breach of this provision, the infringing party shall pay to the other party an amount equivalent to the employee's net annual salary in recognition of the disruption caused to the conduct of that party's business.

19 NOTICES

- 19.1 All notices which are required to be given hereunder shall be in writing and sent to the address of the recipient set out in this document or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered by hand or by first class post pre-paid letter, or fax, and shall be deemed to have been served if by hand when delivered and if by first class post forty-eight hours after posting and if by fax when acknowledged by the receiving party.

20 THIRD PARTY CLAUSE

- 20.1 In this clause "Third Party" means any person other than a) the parties to this Licence or b) any company within the group of companies of The Licensor. Save as provided below a Third Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence. This clause shall not affect any right or cause of action, which exists apart from the said Act. It is hereby agreed that this contract is for the benefit of all companies within the Licensor Group.

21 PUBLICITY

- 21.1 The Licensee agrees that the Licensor may make a public announcement of the fact that the Licensee has taken on board the System. However, no public announcement will be published without the full permission and authority of the Licensee, such permission not being unreasonably withheld.
- 21.2 The use of the Licensee's logo is subject to a separate signed undertaking by the Licensor.

22 ANTI-BRIBERY – UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 22.1 Licensor understands that Licensee is committed to complying with all anti-bribery laws and regulations to which Licensee is subject, including the Bribery Act and the FCPA. Licensor represents and warrants that neither it nor any of its Associated Persons have taken or will take any action that might cause Licensee to violate either the Bribery Act or the FCPA, namely: that neither it nor any of its Associated Persons will, authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to this Agreement which;
- 22.1.1 is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or
- 22.1.2 is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in his/its official capacity, inducing such Public Official to use his/its influence to affect any act or decision of a government entity, or securing an improper advantage; or
- 22.1.3 would otherwise violate any Applicable Anti-Bribery Law.
- 22.2 Licensor represents and warrants that it has implemented and agrees that it shall at all times maintain adequate procedures designed to comply with its obligations under clause 22.1 above
- 22.3 Licensor shall keep appropriate up to date books, accounts, and records that accurately reflect its transactions relating to this Agreement, and the steps taken by it to comply with Applicable Anti-Bribery Law from the date of this Agreement. Such books, accounts and records shall be retained for a period of not less than six years after their creation.
- 22.4 Where Licensee has reasonable grounds to suspect a breach of any of clauses 22, Licensee shall, where permitted by law, notify Licensor in writing of the suspected breach and be entitled to suspend any payments under this Agreement for up to ninety days whilst it investigates the suspected breach. At the conclusion of that period, Licensee shall either make the suspended payments or terminate this Agreement.