

TERMS AND CONDITIONS

These Conditions govern the supply of Services by TRANSCRIPT DIVAS LIMITED, a limited company registered in England and Wales (registration number: 08785529), whose registered address is at 27 Old Gloucester Street, Warrington, London, WC1N 3AX, UNITED KINGDOM. (TRANSCRIPT DIVAS LIMITED).

1. Interpretation

1.1 **The following definitions and rules of interpretation apply in these Conditions.**

1.2 Definitions:

Charges: the charges payable by the Client for the supply of the Services, and the other sums payable by the Client, in accordance with the Contract.

Client: the person who purchases Services from TRANSCRIPT DIVAS LIMITED.

Client Default: has the meaning set out in clause 4.3.

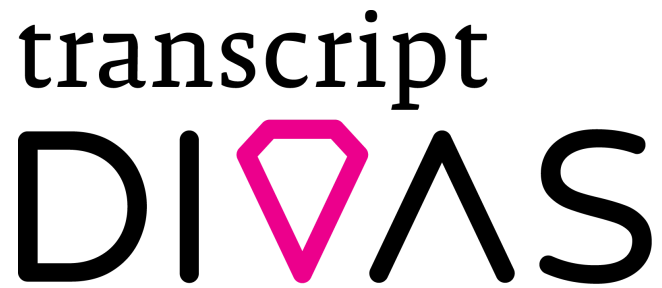
Client Materials: any materials that the Client provides to TRANSCRIPT DIVAS LIMITED to enable TRANSCRIPT DIVAS LIMITED to perform the Services, including documents, audio, and video.

Client's Premises: any premises at which TRANSCRIPT DIVAS LIMITED or its employees, officers, or Subcontractors attends the Client in order to perform any of the Services.

Conditions: these terms and conditions.

Contract: the contract between TRANSCRIPT DIVAS LIMITED and the Client for the supply of Services.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 2018



(DPA 2018) and General Data Protection Regulations

Data Subject: an individual who is the subject of Personal Data.

Deliverables: the documents produced by TRANSCRIPT DIVAS LIMITED for the Client in the course of the Services.

Intellectual Property Rights: copyright and neighbouring and related rights, moral rights, trade marks, business names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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 shall subsist now or in the future in any part of the world.

Order: the Client's confirmation (whether in writing, by clicking to confirm an order in the order form, or by telephone) that it wishes to purchase the Services referred to in a Quotation and Specification provided by TRANSCRIPT DIVAS LIMITED.

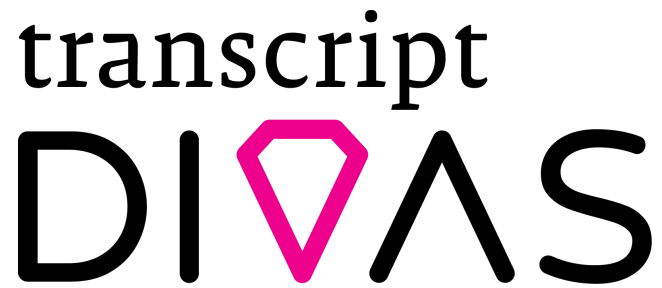
Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which TRANSCRIPT DIVAS LIMITED is providing Services under the Contract.

Order form: means TRANSCRIPT DIVAS LIMITED's web-based ordering and document processing platform.

Processing and process: have the meaning set out section 1(1) of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulation.

Quotation: TRANSCRIPT DIVAS LIMITED's quotation (provided via the order form, by telephone, or in writing) for the supply of the Services.

Services: the services, including the Deliverables, supplied by TRANSCRIPT DIVAS LIMITED to the Client as set out in the Specification.



Services Schedule: Schedule 1 to these Conditions.

Specification: the description or specification (provided by TRANSCRIPT DIVAS LIMITED via the order form, in writing, or by telephone) of the Services.

Subcontractor: a subcontractor engaged by TRANSCRIPT DIVAS LIMITED to perform the Services

TRANSCRIPT DIVAS LIMITED IPR: Intellectual Property Rights belonging to TRANSCRIPT DIVAS LIMITED and subsisting prior to the commencement of the Services.

1.3 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

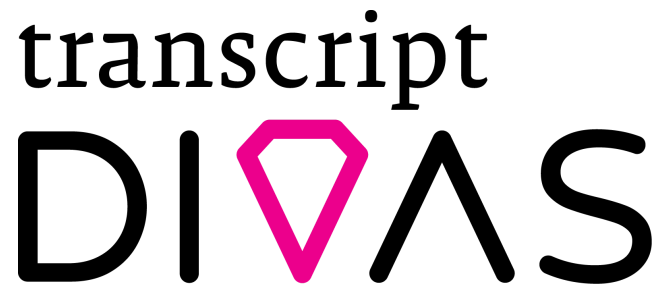
(c) A reference to **writing** or **written** includes emails but not faxes.

2. Basis of contract

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions, the Specification, and the Quotation.

2.2 The Order shall only be deemed to be accepted when TRANSCRIPT DIVAS LIMITED confirms acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 Any descriptive matter or advertising issued by TRANSCRIPT DIVAS LIMITED, including any descriptions contained in TRANSCRIPT DIVAS LIMITED's website, are issued or published for the sole purpose of giving an approximate idea of the Services



described in them. They shall not form part of the Contract or have any contractual force.

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

2.5 Any Quotation given by TRANSCRIPT DIVAS LIMITED shall not constitute an offer and are subject to change until TRANSCRIPT DIVAS LIMITED confirms acceptance of an order relating to that Quotation.

2.6 The Contract incorporates these Conditions, the Services Schedule, the Quotation, and the Specification. In the event of any conflict or inconsistency between any of those documents, a document appearing earlier in that list shall take precedence over a document later in the list.

3. Supply of Services

3.1 TRANSCRIPT DIVAS LIMITED shall use reasonable endeavours to supply the Services to the Client in accordance with the Specification, the Quotation, and the Service Schedule in all material respects.

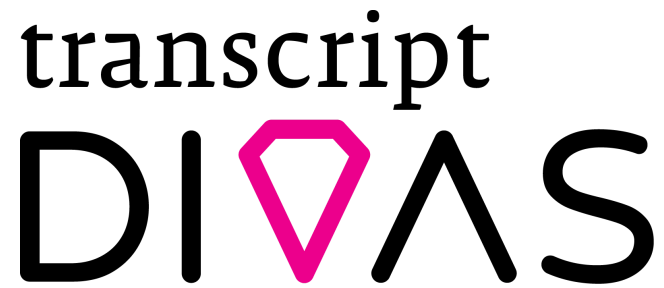
3.2 TRANSCRIPT DIVAS LIMITED warrants to the Client that the Services shall be provided using reasonable care and skill.

4. Client's obligations and Client Materials

4.1 The Client shall:

(a) co-operate with TRANSCRIPT DIVAS LIMITED in all matters relating to the Services;

(b) provide TRANSCRIPT DIVAS LIMITED, its employees, and subcontractors, with access to the Client's Premises as reasonably required by TRANSCRIPT DIVAS LIMITED for the performance of the Services;



(c) provide TRANSCRIPT DIVAS LIMITED with such information as TRANSCRIPT DIVAS LIMITED may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects, and in particular where the information is in the form of an audio recording that the audio recording is clearly audible; and

(d) comply with all applicable laws, including health and safety laws.

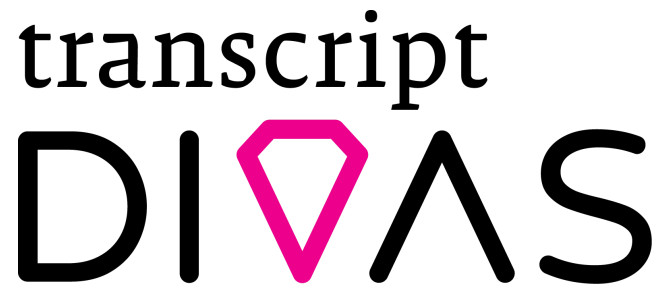
4.2 The Client warrants that any information it supplied to TRANSCRIPT DIVAS LIMITED upon which TRANSCRIPT DIVAS LIMITED based the Quotation or the Specification is true and complete.

4.3 If TRANSCRIPT DIVAS LIMITED's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any obligation (**Client Default**):

(a) without limiting or affecting any other right or remedy available to it, TRANSCRIPT DIVAS LIMITED shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays TRANSCRIPT DIVAS LIMITED's performance of any of its obligations;

(b) TRANSCRIPT DIVAS LIMITED shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from TRANSCRIPT DIVAS LIMITED's failure or delay to perform any of its obligations as set out in this clause 4.3; and

(c) the Client shall reimburse TRANSCRIPT DIVAS LIMITED on written demand for any costs or losses sustained or incurred by TRANSCRIPT DIVAS LIMITED arising directly or indirectly from the Client Default.



4.4 TRANSCRIPT DIVAS LIMITED reserves the right not to provide the Services if, on reviewing the Client Materials, it considers that they include anything that is illegal, indecent, immoral, or which may infringe the rights of third parties. In such cases:

- (a) TRANSCRIPT DIVAS LIMITED shall inform the Client that TRANSCRIPT DIVAS LIMITED will not provide the Services;
- (b) no Charges shall be payable for the Services that TRANSCRIPT DIVAS LIMITED declines to provide and TRANSCRIPT DIVAS LIMITED shall refund to the Client any Charges that the Client has already paid for those Services;
- (c) TRANSCRIPT DIVAS LIMITED may delete any electronic copies and dispose of any physical copies it holds of the Client Materials.

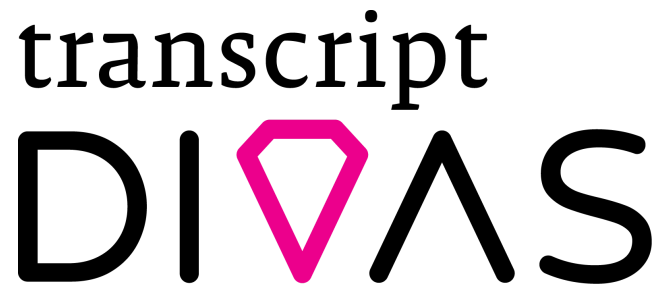
5. Charges and payment

5.1 The Client shall pay the Charges to TRANSCRIPT DIVAS LIMITED on the basis set out in the Quotation, these Conditions, and the Service Schedule. If the Quotation does not set out the charges payable by the Client for the supply of the Services, those charges shall be calculated at TRANSCRIPT DIVAS LIMITED's standard rates applicable at the time the Services are performed.

5.2 TRANSCRIPT DIVAS LIMITED's standard rates for the Supply of Services are available on request.

5.3 TRANSCRIPT DIVAS LIMITED may amend the Charges if the Client Materials actually supplied differ from those described when the Client requested the Quotation, or if the information that the Quotation was based on is materially inaccurate. TRANSCRIPT DIVAS LIMITED shall use reasonable endeavours to notify the Client of any such amendments to the Charges before commencing the Services, but failure to notify the Client shall not excuse the Client's obligation to pay the amended Charges.

5.4 TRANSCRIPT DIVAS LIMITED reserves the right to submit its invoice and require payment before commencing the Services. If the Services involve the provision of more than one Deliverable, TRANSCRIPT DIVAS LIMITED reserves the right to invoice upon the provision of each Deliverable. Where TRANSCRIPT DIVAS LIMITED invoices upon



the provision of an individual Deliverable the amount invoiced shall be the part of the Charges that relates to that Deliverable.

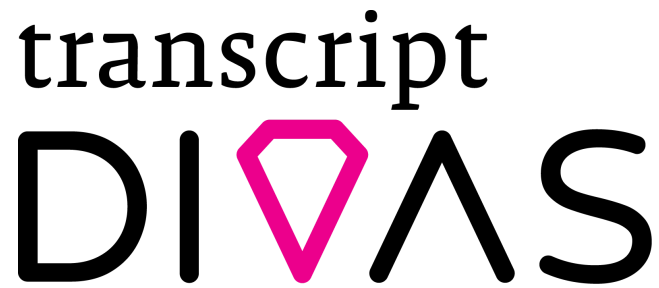
5.5 The Client shall pay each invoice submitted by TRANSCRIPT DIVAS LIMITED within 30 days of the date of the invoice or in accordance with any credit terms agreed by TRANSCRIPT DIVAS LIMITED and confirmed in writing to the Client.

5.6 Time for payment of TRANSCRIPT DIVAS LIMITED' invoices shall be of the essence of the Contract.

5.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by TRANSCRIPT DIVAS LIMITED to the Client, the Client shall, on receipt of a valid VAT invoice from TRANSCRIPT DIVAS LIMITED, pay to TRANSCRIPT DIVAS LIMITED such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8 If the Client fails to make a payment due to TRANSCRIPT DIVAS LIMITED under the Contract by the due date, then, without limiting TRANSCRIPT DIVAS LIMITED's remedies under clause 10, TRANSCRIPT DIVAS LIMITED reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time. As also detailed in Late Payment of Commercial Debts (Interest) Act 1998 TRANSCRIPT DIVAS LIMITED reserves the legal right to claim a set £40 late fee per invoice.

Without prejudice to TRANSCRIPT DIVAS LIMITED right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due TRANSCRIPT DIVAS LIMITED reserve the right to be paid on an indemnity basis any costs TRANSCRIPT DIVAS LIMITED incur in recovering any money due under this contract (and the costs of recovering such costs) including TRANSCRIPT DIVAS LIMITED administrative costs and any costs incurred with lawyers



or debt collection agencies. TRANSCRIPT DIVAS LIMITED administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating TRANSCRIPT DIVAS LIMITED administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998. If proceedings are issued a minimum contribution of £150 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.

5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

6. Intellectual property rights

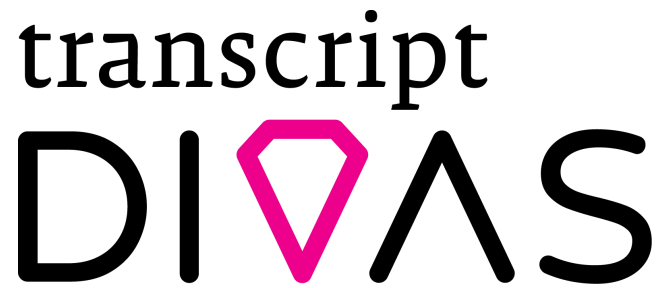
6.1 TRANSCRIPT DIVAS LIMITED assigns to the Client its right, interest, and title to the Intellectual Property Rights in Deliverables. Where such Intellectual Property Rights do not yet exist they shall vest in the Client upon their creation. The Client grants TRANSCRIPT DIVAS LIMITED and its Subcontractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (including by copying and modifying) any Deliverables for the purpose of providing the Services to the Client.

6.2 TRANSCRIPT DIVAS LIMITED warrants that, except to the extent they incorporate the Client Materials, TRANSCRIPT DIVAS LIMITED owns or have been licensed all of the Intellectual Property Rights in the Deliverables immediately prior to the vesting of those Intellectual Property Rights under clause 6.1.

6.3 The Client warrants and represents that it owns or have been licensed the Intellectual Property Rights in the Client Materials, and that the use of the Client Materials by TRANSCRIPT DIVAS LIMITED and its Subcontractors in accordance with these Conditions shall not infringe the Intellectual Property Rights of any third party.

6.4 The Client grants TRANSCRIPT DIVAS LIMITED and its Subcontractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (including by copying and modifying) any Client Materials provided to TRANSCRIPT DIVAS LIMITED for the purpose of providing the Services to the Client.

6.5 TRANSCRIPT DIVAS LIMITED shall execute any document or do any other thing



necessary to give full effect to clause 6.1, provided that the Client shall reimburse TRANSCRIPT DIVAS LIMITED's reasonable costs of doing so.

6.6 Notwithstanding the rest of this clause 6 nothing in the Contract shall assign or grant rights over any of the TRANSCRIPT DIVAS LIMITED IPR.

7. Confidentiality.

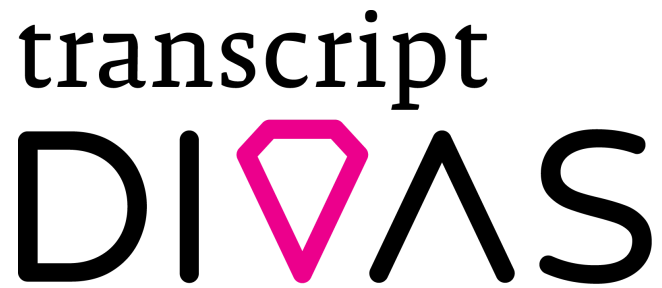
7.1 For the purpose of the Contract, **Confidential Information** means any and all information, in any form and however recorded or held, that is confidential in nature and is made available by the Client directly or indirectly to TRANSCRIPT DIVAS LIMITED in connection with the Contract, including such information contained in the Client Materials. For the avoidance of doubt, information need not be novel, unique, patentable, information in which copyright may subsist or constitute a trade secret in order to be Confidential Information.

7.2 TRANSCRIPT DIVAS LIMITED undertakes that, unless it and the Client agree otherwise, TRANSCRIPT DIVAS LIMITED shall not at any time disclose to any person any Confidential Information, except as permitted by clause 7.3.

7.3 TRANSCRIPT DIVAS LIMITED may disclose the Confidential Information:

- (a) to its employees, officers, Subcontractors or advisers who need to know such information for the purposes of performing the Services or carrying out TRANSCRIPT DIVAS LIMITED's obligations under the Contract. TRANSCRIPT DIVAS LIMITED shall ensure that its employees, officers, Subcontractors or advisers to whom it discloses the Confidential Information comply with confidentiality obligations no less strict than this clause 7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.4 TRANSCRIPT DIVAS LIMITED shall not use the Confidential Information for any purpose other than to perform its obligations or exercise its rights under the Contract.



8. Data protection and data processing

8.1 The Client and TRANSCRIPT DIVAS LIMITED acknowledge that for the purposes of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations, the Client is the Data Controller and TRANSCRIPT DIVAS LIMITED is the data processor in respect of any Personal Data.

8.2 TRANSCRIPT DIVAS LIMITED shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.

8.3 TRANSCRIPT DIVAS LIMITED shall take reasonable steps to ensure the reliability of all its employees and Subcontractors who have access to the Personal Data.

8.4 Each party warrants to the other that it shall process the Personal Data in compliance with its obligations under all applicable laws, enactments, regulations, orders, standards and other similar instruments.

8.5 TRANSCRIPT DIVAS LIMITED warrants that, having regard to the state of technological development and the costs of implementing any measures, it shall:

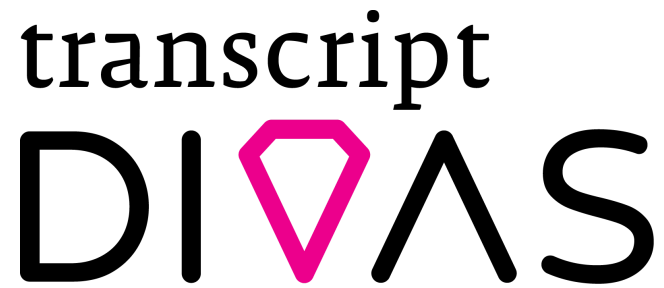
(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected; and

(b) take reasonable steps to ensure compliance with those measures.

8.6 TRANSCRIPT DIVAS LIMITED may authorise third parties (**Sub-processors**) to process the Personal Data in connection with the Services provided that TRANSCRIPT DIVAS LIMITED shall procure that the sub-processors take the measures and steps required by clause 8.5 above, and that the sub-processors only processes the Personal Data in accordance with the instructions of the Client.



8.7 The Client acknowledges that TRANSCRIPT DIVAS LIMITED and its Sub-processors are reliant on the Client for direction as to the extent to which they are entitled to use and process the Personal Data. Consequently, TRANSCRIPT DIVAS LIMITED shall not be liable for any claim brought by a Data Subject arising from any action or omission by TRANSCRIPT DIVAS LIMITED or its Sub-processors, to the extent that such action or omission resulted directly from the Client's instructions.

8.8 TRANSCRIPT DIVAS LIMITED and its Sub-processors may transfer the Personal Data out of the EEA, and the Client warrants and represents that it has obtained any consents necessary to permit such transfer.

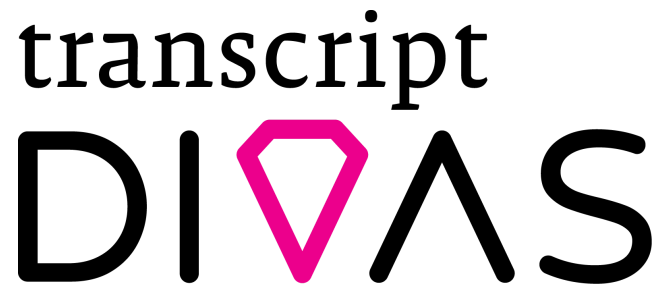
9. Limitation of liability:

9.1 Nothing in the Contract shall limit or exclude TRANSCRIPT DIVAS LIMITED's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, TRANSCRIPT DIVAS LIMITED shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;



- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

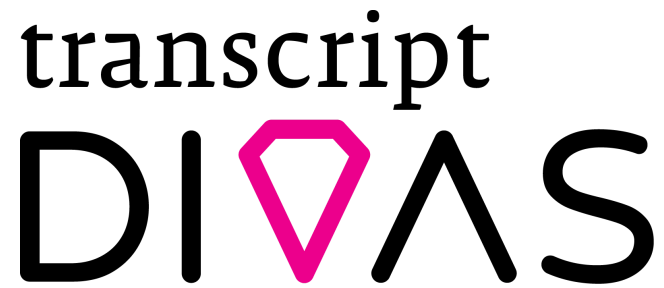
9.3 Subject to clause 9.1, TRANSCRIPT DIVAS LIMITED's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under by the Client under the Contract in the twelve months preceding the event giving rise to the first claim.

9.4 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or



(d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, TRANSCRIPT DIVAS LIMITED may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

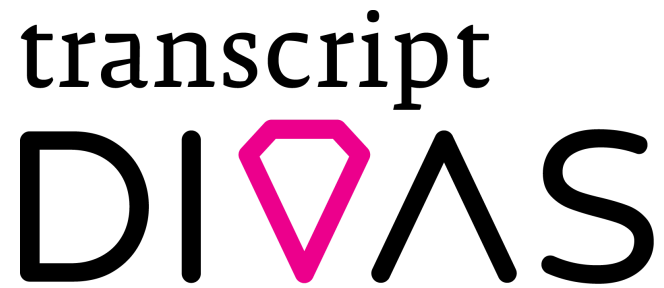
10.3 Without affecting any other right or remedy available to it, TRANSCRIPT DIVAS LIMITED may suspend the supply of Services under the Contract or any other contract between the Client and TRANSCRIPT DIVAS LIMITED if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or TRANSCRIPT DIVAS LIMITED reasonably believes that the Client is about to become subject to any of them.

11. Consequences of termination

11.1 On termination of the Contract the Client shall immediately pay to TRANSCRIPT DIVAS LIMITED all of TRANSCRIPT DIVAS LIMITED's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TRANSCRIPT DIVAS LIMITED shall submit an invoice, which shall be payable by the Client immediately on receipt.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.



12. Non-solicitation

12.1 If, during the term of the Contract or within six months following the performance of any Services, a Subcontractor is engaged (directly or indirectly) by the Client or by any person to whom the Client has introduced the Subcontractor, the Client shall pay TRANSCRIPT DIVAS LIMITED an introduction fee of £5,000 (plus VAT if applicable).

13. General

13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 Assignment and other dealings.

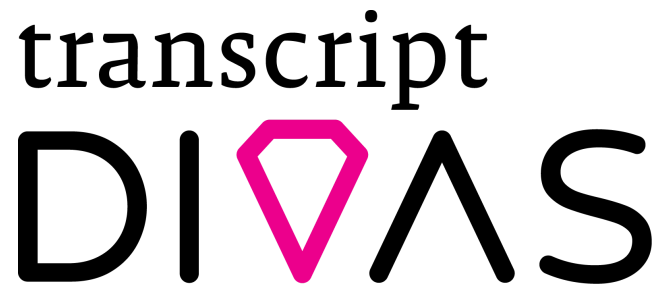
(a) TRANSCRIPT DIVAS LIMITED may at any time assign any or all of its rights and obligations under the Contract.

(b) The Client shall not assign any of its rights or obligations under the Contract without the prior written consent of TRANSCRIPT DIVAS LIMITED.

13.3 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) The Client acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Client agrees that it shall have no claim for innocent or



negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

13.4 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

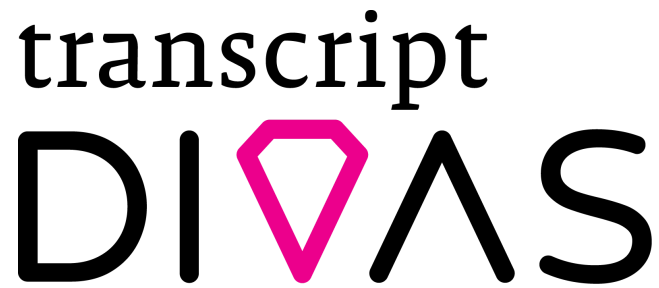
13.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered:

(i) by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) in the case of notices sent by TRANSCRIPT DIVAS LIMITED, by



email to the Client's email address associated with its TRANSCRIPT DIVAS LIMITED order form account or any email address previously used by the Client to communicate with TRANSCRIPT DIVAS LIMITED; or

(iii) in the case of notices sent by the Client, by email to TRANSCRIPT DIVAS LIMITED's email address associated with its TRANSCRIPT DIVAS LIMITED order form account or any email address previously used by TRANSCRIPT DIVAS LIMITED to communicate with the client.

(b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second day after posting or at the time recorded by the delivery service; if sent by email to the correct email address at 9.00 am on the day following the day the email is sent.

13.8 **Third party rights.**

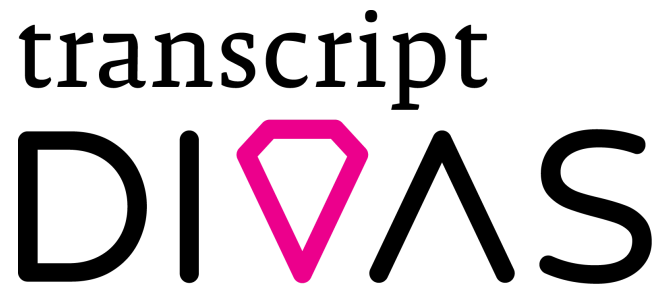
(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13.11 **Dispute Resolution (Negotiation/Mediation/Arbitration).** In the event of any controversy or claim arising out of or relating to this agreement, or the breach thereof,



the parties hereto shall enter into negotiation with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 7 days, then either party may, by notice to the other party and an online based recognised mediator, demand mediation under the Mediation Rules of the International Centre for Dispute Resolution. If settlement is not reached within 7 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one, the place of arbitration shall be London (UK). The language(s) of the arbitration shall be English.

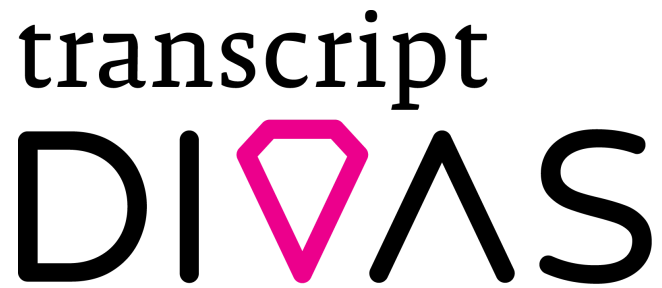
Services Schedule

1. Accuracy and Amendments

1.1 If a Deliverable does not accurately reflect the relevant Client Materials, TRANSCRIPT DIVAS LIMITED shall correct such inaccuracy at no cost to the Client, provided that the Client notifies TRANSCRIPT DIVAS LIMITED of the inaccuracy within seven days after TRANSCRIPT DIVAS LIMITED provides the Deliverable. If the Client does not notify TRANSCRIPT DIVAS LIMITED of an inaccuracy within seven days of receipt of the Deliverable the Client shall be deemed to accept the accuracy of the Deliverable.

1.2 If within seven days after receiving a Deliverable the Client requests an amendment to a Deliverable (for a reason other than inaccuracy under paragraph 1.1), TRANSCRIPT DIVAS LIMITED shall make the amendment at no further cost to the Client provided that:

- (a) the Client has complied with its obligations regarding the Client Materials;
- (b) the amendment is within the scope of the Specification for the Deliverable;
and
- (c) TRANSCRIPT DIVAS LIMITED shall not be obliged to amend any Deliverable on more than one occasion.



1.3 TRANSCRIPT DIVAS LIMITED may agree to make amendments beyond the scope of paragraph 1.2, subject to the Client agreeing to pay any further Charges specified by TRANSCRIPT DIVAS LIMITED.

1.4 If the Client wishes TRANSCRIPT DIVAS LIMITED to omit any information from a Deliverable, or to anonymise or pseudonymise any information, the Client must expressly request that TRANSCRIPT DIVAS LIMITED do this. Provided that such a request is made before TRANSCRIPT DIVAS LIMITED starts to produce the Deliverable, TRANSCRIPT DIVAS LIMITED shall use reasonable endeavours to comply with the request. If the request is not set out in the Specification or in the Order, TRANSCRIPT DIVAS LIMITED may amend its fees for providing the Services and the timescales for providing the Deliverables by notifying the Client.

2. TRANSCRIPT DIVAS LIMITED ORDER FORM

2.1 TRANSCRIPT DIVAS LIMITED provides the Services using the order form.

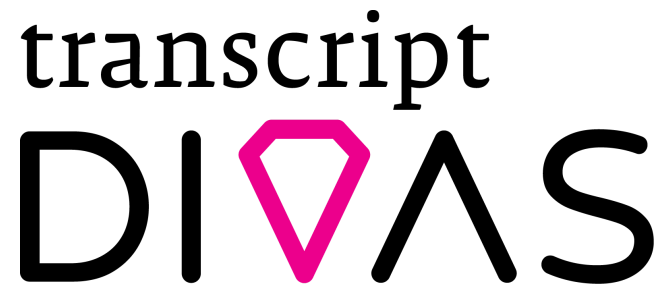
2.2 Unless expressly agreed otherwise by TRANSCRIPT DIVAS LIMITED, the Client shall provide the Client Materials by uploading them to the order form.

2.3 If TRANSCRIPT DIVAS LIMITED agrees to accept the Client Materials otherwise than as uploads to the order form, the Client agrees that TRANSCRIPT DIVAS LIMITED shall convert them into a format suitable for upload to the order form and shall upload them to the order form.

2.4 Unless expressly agreed otherwise, TRANSCRIPT DIVAS LIMITED may provide the Deliverables via the order form or by email. TRANSCRIPT DIVAS LIMITED shall provide the Deliverables to the Client contact who instructed TRANSCRIPT DIVAS LIMITED, unless TRANSCRIPT DIVAS LIMITED has been expressly instructed to do otherwise.

3. Turnaround Times

3.1 Where the Contract provides that TRANSCRIPT DIVAS LIMITED shall perform the Services or provide Deliverables within a given amount of time, the time shall be counted



from the time when all of the Client Materials required to perform the Services or provide the Deliverables have been uploaded to the order form.

3.2 Due to the complex and subjective nature of language Services, any timescales set out in the Order or the Specification for such Services are non-binding guidelines, unless expressly agreed otherwise in writing.

3.3 If a Deliverable has not been provided within the relevant timescale, the Client must inform TRANSCRIPT DIVAS LIMITED within 48 hours of the expiry of the timescale.

4. Cancellation

4.1 Except where these terms state otherwise, the Client shall not be entitled to cancel any of the Services under the Contract, but TRANSCRIPT DIVAS LIMITED may agree to cancel a Service at the Client's request.