

Prevention of fraud and corruption



Hornbill shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the agreement or for showing or refraining from showing favour or disfavour to any person in relation to the agreement

Hornbill shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its staff (meaning directors, officers, employees, agents, consultants and contractors of Hornbill and/or of any sub-contractor of Hornbill engaged in the performance of Hornbill's obligations under the

agreement) and Hornbill (including its shareholders, members and directors) in connection with the agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

If Hornbill or its staff engages in conduct prohibited or commits fraud in relation to the agreement or any other contract with the Customer, the Customer may:

1. terminate the agreement and recover from Hornbill the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the SaaS Service (and Support Service and any other ancillary services) and any additional expenditure incurred by the Customer throughout the remainder of the agreement; or
2. recover in full from Hornbill any other loss sustained by the Customer in consequence of any breach of this clause.