

EXPERIENZ

SERVICES TERMS AND CONDITIONS

Any services ordered by you ("Customer") from Experienz Limited ("Experienz", "us", "we") as detailed on a signed order form constitutes acceptance of these Terms and Conditions.

AGREED TERMS

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Terms and Conditions ("Agreement").

1.2. Definitions

- 1.2.1. **"Affiliate"** means in relation to a party, an entity that is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company.
- 1.2.2. **"Applicable Laws"** means all applicable laws, statutes and regulations from time to time in force.
- 1.2.3. **"Change Request"** means a request for a change to the Services made by Customer in accordance with clause 6.
- 1.2.4. **"Data Protection Legislation"** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union applies in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy; and the terms 'data subject', 'personal data', 'data controller' and 'data processor' when used in this Agreement shall have the meanings given in the Data Protection Legislation;
- 1.2.5. **"Deliverables"** means any and all documents, products, developments, improvements, software, reports, materials and all other services developed or provided by Experienz or its agents, subcontractors, consultants and employees in accordance with the terms of this Agreement as more fully described in a Order Form.
- 1.2.6. **"Input Material"** means any material provided by the Customer in respect of the Services.
- 1.2.7. **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights and rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.2.8. **"Out of Scope"** means any work requested by the Customer which is not in the scope of the applicable Order Form.
- 1.2.9. **"Personnel"** means any Supplier personnel who are used in the provision of the Services.
- 1.2.10. **"Retail Price Index"** means the rate of increase in prices for goods and services as published by the Office of National Statistics from time to time.
- 1.2.11. **"Service Fees"** means the fees to be paid by the Customer to Experienz for the provision of the Services, as specified in a Order Form.
- 1.2.12. **"Services"** means the services and Deliverables to be provided by Experienz under this Agreement, as described in the applicable Order Form.
- 1.2.13. **"Order Form"** means a written Order Form annexed as a Schedule to this Agreement and executed by both parties that identifies and defines the scope of the Services to be provided by Experienz under this Agreement. Each Order Form shall be subject to and incorporate all of the terms of this Agreement.
- 1.2.14. **"UK Data Protection Legislation"** means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

- 1.2.15. **"Working Day"** means a day other than a Saturday, Sunday or public holiday in England.
- 1.3. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.6. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9. This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12. A reference to **writing** or **written** includes email.
- 1.13. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15. 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.

2. COMMENCEMENT AND DURATION

- 2.1. Experiencz shall provide the Services as set out in each Order Form to the Customer subject to the terms and conditions of this Agreement.
- 2.2. Experiencz shall provide the Services from the date specified in the applicable Order Form ("**Commencement Date**").
- 2.3. Experiencz may provide the Services from any of its global locations, including remote work locations, such as employees' homes.
- 2.4. The Services supplied under this Agreement shall continue to be supplied until the Services have been delivered in accordance with the applicable Order Form, unless this Agreement or the relevant Order Form is terminated in accordance with clause 13.
- 2.5. This Agreement will remain in force for a period of 12 months from the Commencement Date, unless terminated in accordance with Clause 13 ("Initial Term"). If notice to terminate is not served, this Agreement will continue for a further period of 12 months ("Extension Period") after the expiry of the Initial Term or subsequent Extension Periods, until such time as the required notice to terminate is issued.

3. SUPPLIER'S OBLIGATIONS

- 3.1. Experiencz shall:
- 3.1.1. provide the Services, and use reasonable endeavours to deliver the Deliverables to the Customer in accordance with the applicable Order Form, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
- 3.1.2. cooperate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

- 3.1.3. where applicable, appoint any Personnel, who shall be suitably skilled, experienced and qualified to carry out the Services; and
 - 3.1.4. ensure that the Personnel use reasonable skill and care in the performance of the Services.
 - 3.1.5. pay the salaries and benefits of any and all personnel employed by Experienz in the performance of the Services and shall pay all taxes, insurances, pension contributions and any and all other wage related costs associated with the employment of said personnel, as per the employment law of the respective countries in which they are employed.
 - 3.1.6. supervise, control and maintain efficient and effective discipline over any and all personnel performing its obligations under the Agreement and shall have exclusive, sole right to impose disciplinary action over those personnel.
 - 3.1.7. provide basic hardware, software and communication mechanisms in line with Experienz's corporate policy, which may change from time to time. A copy of this information is available on request.
- 3.2. Experienz shall also:
- 3.2.1. to the extent applicable for the provision of the Services, use reasonable endeavours to ensure that the Personnel observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 4.1.3. The Customer reserves the right to refuse the Personnel access to the Customer's premises. For the avoidance of doubt, access shall only be given to the extent necessary for the performance of the Services;
 - 3.2.2. subject to clause 16.1, in the event Experienz appoints a subcontractor to deliver any or all of the Services, remain fully responsible under this Agreement for the performance of any such subcontractor; and
 - 3.2.3. comply with all Applicable Laws.

4. COMPANY'S OBLIGATIONS

- 4.1. The Customer shall:
- 4.1.1. cooperate with Experienz in all matters relating to the Services;
 - 4.1.2. to the extent applicable for the receipt of the Services, provide such access to the Customer's premises and data (at the Customer's cost), and such office accommodation and other facilities as may reasonably be requested by Experienz and agreed with the Customer in writing in advance;
 - 4.1.3. where applicable, inform Experienz of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises; and
 - 4.1.4. provide such information as Experienz may reasonably request, in order to carry out the Services, in a timely manner, and ensure that it is accurate in all material respects.
 - 4.1.5. not engage directly, or solicit through other service providers, any Experienz personnel (either employees or contractors) during the period this Agreement is in force or within twelve (12) months from the date of termination of this agreement.
 - 4.1.6. provide (at the Customer's cost) additional hardware, software and technology specifically required for carrying out the Services.
 - 4.1.7. provide any training and necessary support to Experienz's team required to deliver the services
 - 4.1.8. grant Experienz permission to display the Customer's logo on Experienz's website; to develop a case study for marketing purposes, and at its sole discretion, consents to provide a suitable testimonial for the Services upon completion

5. STATEMENTS OF WORK

- 5.1. Where the Customer wishes to place an order with Experienz for Services, the Customer shall submit to Experienz an order request for Experienz to consider and approve.
- 5.2. On approval of an order request, Experienz shall prepare the relevant Order Form to be signed by both parties before commencement of the Services.

- 5.3. Once signed by the parties, such Order Form shall be considered to be legally binding. Any modified and or deviating conditions contained in a Order Form shall not apply unless expressly approved by both parties in writing.

6. CHANGE CONTROL

- 6.1. At any time before completion of the Services in a particular Order Form, the Customer may request to change the scope of the Services by submitting a Change Request.
- 6.2. The Change Request prepared by the Customer shall state whether the requested change involves:
 - 6.2.1. a change to the Services set out in any existing Order Form; or
 - 6.2.2. additional Services beyond the scope of any existing Order Form.
- 6.3. Experienz will review the Change Request and will provide its acceptance or rejection in writing to the Customer as soon as reasonably practicable.
- 6.4. If accepted by Experienz under clause 6.3, where the Change Request requires additional Services beyond the scope of the existing Order Form, the parties shall negotiate and execute a new Order Form.
- 6.5. If accepted by Experienz under clause 6.3, where the Change Request involves a modification of the existing Services set out in the existing Order Form, then:
 - 6.5.1. if the change requested will not have any impact upon the existing cost or timescale for those Services, Experienz shall issue a revised Statement or Work; or
 - 6.5.2. in all other cases, Experienz shall issue a preliminary estimate of the additional costs payable by the Customer if Experienz was required to implement the modifications to the Services set out in the Change Request.
- 6.6. Within five (5) Working Days of the Customer's receipt of the estimate set out in clause 6.5.2:
 - 6.6.1. if the Customer accepts Experienz's estimate, Experienz will prepare and issue a revised Order Form governing the additional work or expense as a result of the Change Request, and such Order Form shall be effective when agreed in writing by the parties; or
 - 6.6.2. if the Customer rejects Experienz's estimate, the Customer may withdraw the Change Request in writing.
- 6.7. Any work that is Out of Scope will be dealt with under the normal change control mechanism set out in this clause 6.

7. FEES AND PAYMENT

- 7.1. The Customer shall pay the Service Fees as set out in each Order Form.
- 7.2. The Services Fees set out in each Order Form are exclusive of VAT and all other applicable taxes and local or national government charges. If any withholding taxes are due in the relevant jurisdiction, the Customer shall increase the sum payable by it so that, after making the minimum deduction or withholding required, Experienz will receive and be entitled to retain a net sum at least equal to the sum which it would have received had the deduction or withholding not been made.
- 7.3. Any travel fees or expenses incurred in delivering the services will be estimated on each Order Form and will be agreed in advance with the Customer. Any such travel fees and expenses will be recharged based on actual costs incurred.
- 7.4. Experienz shall submit an invoice to the Customer for the Service Fees and any travel fees or expenses in accordance with any milestones set out in each Order Form. The Customer shall pay each undisputed invoice which is properly due and submitted to the Customer by Experienz, in accordance with the Order Form.
- 7.5. The Customer shall reimburse Experienz for all reasonable, proper and necessary expenses incurred by Experienz in the performance of the Services.
- 7.6. If the Customer fails to make any payment due to Experienz under this Agreement by the due date for payment, then, without limiting the remedies under clause 13, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue

amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.

- 7.7. The Customer shall have 5 Working Days from the date of an invoice to notify Experienz in writing of a dispute in relation to Service Fees. The Customer shall pay the disputed portion of Service Fees within 15 days of resolution.
- 7.8. Experienz may, at its discretion, suspend or terminate the relevant Services in the event that the Customer does not pay any undisputed Service Fees in accordance with the payment terms set out in clause 7.2.
- 7.9. In relation to payments disputed in good faith, interest under clause 7.4 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 7.10. The Customer may not set off any liability of Experienz to the Customer against any liability of the Customer to Experienz, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this Agreement.
- 7.11. From time to time, Experienz and the Customer will participate in good faith discussions about the Service Fees payable under this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The parties acknowledge that all Intellectual Property Rights in any Deliverables or customisations shall vest to the Experienz on completion. Experienz shall have the sole right to apply for patent rights or any other formal protection in respect of any Intellectual Property Rights in and relating to any Services or works originated as a result of and during the term of the Agreement or as otherwise specifically agreed in writing between the parties.

9. WARRANTIES

- 9.1. Both parties warrant that they have the requisite authority to execute, deliver and perform its obligations under this Agreement.
- 9.2. Experienz warrants that:
 - 9.2.1. Experienz will perform the Services with reasonable care and skill;
 - 9.2.2. the Services will conform substantially with all descriptions and specifications provided to the Customer by Experienz and as set out in the applicable Order Form; and
 - 9.2.3. the Services will be provided in accordance with all Applicable Laws from time to time in force.
- 9.3. The warranties set out in clause 9.2 are in place of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, Experienz specifically denies any implied or express representation that the products of the Services will be fit:
 - 9.3.1. to operate in conjunction with any hardware items or software products other than with those that are expressly identified in writing to Experienz by the Customer; or
 - 9.3.2. to operate uninterrupted or error-free.
- 9.4. Any unauthorised modifications, use or improper installation of the products of the Services by, or on behalf of, the Customer shall render all Experienz's warranties and obligations under this agreement null and void
- 9.5. The Customer warrants to Experienz that the receipt and use in the performance of this Agreement by Experienz, its agents, subcontractors or consultants of any and all Input Materials shall not infringe the rights, including any Intellectual Property Rights, of any third parties.

10. LIABILITY

- 10.1. Nothing in this clause 10 or any other term of this Agreement shall exclude or limit either party's liability for:
 - 10.1.1. death or personal injury caused by the negligence of its personnel, agents or subcontractors in connection with the performance of their duties hereunder;
 - 10.1.2. fraud or fraudulent misrepresentation; or

- 10.1.3. any liability that cannot be excluded by Applicable Law.
- 10.2. In no event shall Experiencz be liable to the Customer in contract (including under any indemnity), tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profit, business or revenue, failure to realise anticipated savings or benefits, loss of goodwill, loss of opportunity, loss of operation time, loss of or corruption to data, wasted management or staff time, or for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.
- 10.3. Subject to clauses 10.1 and 10.2, Experiencz's aggregate liability to the Customer in relation to this Agreement whether arising in contract, tort (including negligence or breach of statutory duty) or otherwise shall not exceed the total Service Fees paid by the Customer under the relevant Order Form in the twelve (12) months' preceding the date of the occurrence of the first event giving rise to the liability.

11. CONFIDENTIALITY

- 11.1. Each party will keep confidential all information supplied by the other party which is marked or asserted as confidential at the time of its disclosure, and shall not without the prior written consent of the other party use, or make any copies, or disclose to any third party the confidential information for any purpose whatsoever except for the purposes permitted or envisaged under this Agreement and only to the extent necessary for those purposes, and each shall inform its employees and contractors of their duty of confidentiality.
- 11.2. The obligations of confidentiality shall not extend to any part of the confidential information which:-
 - 11.2.1. is already known to the recipient prior to its disclosure by the discloser; or
 - 11.2.2. is lawfully received by the recipient from a third party; or
 - 11.2.3. is published at the date of such disclosure or subsequently through no fault of the recipient; or
 - 11.2.4. is independently developed by the receiving party without recourse to the confidential information; or
 - 11.2.5. is required to be disclosed by law to the extent of such required disclosure.
- 11.3. Each party gives the other its consent to publicise the fact that the parties have a business relationship, but not to disclose the terms of this Agreement except that the parties may individually or jointly make public announcements or press releases about the collaboration, subject to prior approval by both parties.

12. PERSONAL DATA

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 12.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Experiencz is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. Where applicable, the relevant Order Form will set out the scope, nature and purpose of processing by Experiencz, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).
- 12.3. Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Experiencz for the duration and purposes of this agreement.
- 12.4. Without prejudice to the generality of clause 12, Experiencz shall, in relation to any Personal Data processed in connection with the performance by Experiencz of its obligations under this agreement:
 - 12.4.1. process that Personal Data only on the written instructions of the Customer unless Experiencz is required by Applicable Laws to otherwise process that Personal Data. Where Experiencz is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, Experiencz shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Experiencz from so notifying the Customer;

- 12.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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, pseudonymisation 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);
- 12.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 12.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 12.4.4.1. the Customer or Experiencz has provided appropriate safeguards in relation to the transfer;
 - 12.4.4.2. the data subject has enforceable rights and effective legal remedies;
 - 12.4.4.3. Experiencz complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 12.4.4.4. Experiencz complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 12.4.5. assist the Customer, at the Customer's 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;
- 12.4.6. notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 12.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 12.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Customer or the Customer's designated auditor.
- 12.5. The Customer consents to Experiencz appointing selected third parties as a third-party processor of Personal Data under this agreement. Experiencz confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Experiencz, Experiencz shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.
- 12.6. Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

13. TERMINATION

- 13.1. Subject to clause 2.3, clause 2.4 and clause 13.2, the Customer may terminate this agreement and the end of the Initial Period, by giving 90 days written notice to Experiencz. Following the Initial Period, this Agreement can be terminated at any time by the Customer on 90 days written notice.
- 13.2. Experiencz may terminate this Agreement immediately by giving written notice to the Customer if:
 - 13.2.1. the Customer fails to pay the Service Fees set out in this Agreement within 30 days of their becoming due; or
 - 13.2.2. there is a change of control of the Customer.
- 13.3. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 13.3.1. the other party commits a material breach of any of the terms of this agreement (in particular in relation to clause 11 (Confidentiality) and clause 12 (Personal Data)) and (if such a breach is

remediable) fails to remedy that breach within 15 Working Days of that party being notified in writing of the breach (or such additional cure period as the non-defaulting party may authorise);

- 13.3.2. the other party repeatedly breaches any of the terms of this 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 this Agreement;
- 13.3.3. any corporate voluntary arrangement or other composition with creditors is made by the other party or a petition for winding up is filed by or against the other party or the other party enters into voluntary liquidation or a receiver, administrative receiver, administrator or similar officer is appointed to take charge of all or a substantial part of the other party's property or if the other party takes or suffers any analogous procedure under applicable law; or
- 13.3.4. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14. CONSEQUENCES OF TERMINATION

- 14.1. On termination or expiry of this Agreement:
 - 14.1.1. each party shall return to the other all copies of Confidential Information and any other data provided by the other party for the purposes of this Agreement or destroy or erase such information if instructed to do so by the other party;
 - 14.1.2. the Customer will pay all outstanding Service Fees due to Experienz for completed work (including any additional expenses incurred in relation to such Services) immediately; and
 - 14.1.3. Experienz will repay to the Customer any Service Fees and additional expenses already paid by the Customer for Services not yet rendered by Experienz.
- 14.2. Following termination or expiry of this Agreement, the following clauses shall continue in force: clause 8 (Intellectual Property Rights), clause 9 (Warranties), clause 10 (Liability), clause 11 (Confidentiality) and clause 21 (Conflict).
- 14.3. Termination or expiry of this Agreement 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 Agreement which existed at or before the date of termination or expiry.

15. FORCE MAJEURE

- 15.1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances and unless otherwise agreed in writing, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month or such other period of time as agreed in writing between the parties, the party not affected may terminate this Agreement by giving seven (7) days' written notice to the affected party.

16. ASSIGNMENT

- 16.1. Experienz may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the Customer.
- 16.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Experienz.

17. NON-EXCLUSIVITY

- 17.1. Experienz shall be free to offer and provide services covered by the Agreement to other persons to the extent permissible by law.

18. VARIATION

- 18.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

- 19.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 19.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

- 20.1. If any provision or part-provision of this Agreement 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 this Agreement.

21. ENTIRE AGREEMENT

- 21.1. This Agreement, together with the applicable Order Form, 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. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause 20 shall limit or exclude any liability for fraud.

22. CONFLICT

- 22.1. Except where expressly set out in a Order Form, in the event of an inconsistency between any of the provisions of this Agreement and the provisions of a Order Form, the provisions of this Agreement shall prevail.

23. NO PARTNERSHIP OR AGENCY

- 23.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 23.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. THIRD PARTY RIGHTS

- 24.1. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. NOTICES

- 25.1. All notices to be given under this Agreement must be in writing and sent to the address of the recipient set out in this Agreement, or any other address which the recipient may tell the other in writing. Any notice may be delivered by hand personally or sent by first class prepaid letter (within England) or airmail (if overseas); if by hand, when delivered; if by first class post, 48 hours after posting; and if by airmail, 6 business days after posting.

26. COUNTERPARTS

- 26.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27. GOVERNING LAW

- 27.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

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