

Arkk Automation Platform Terms and Conditions outline

Use of the Arkk Automation Platform is governed by the Terms and Conditions set out in contract when engaging Arkk for this purpose. Here are the general terms and conditions our customers can expect.

TERMS

1 Interpretation

1.1 The following Terms will govern the relationship between the Supplier and the Customer (together, the "Parties ") in relation to the provision of the Access Services.

1.2 In the Agreement, the following definitions apply:

Access Services	means provision of access to the Modules during the applicable Module Term to Authorised Users via the Platform
Account	means the account created by the Supplier for the Customer and pursuant to which the Customer is provided access to the Platform
Additional Modules	means any additional modules which are added to the Agreement pursuant to the process described in clause 2.1
Administration Data	means any Personal Data supplied or made available to the Customer to enable the administration of the Customer's Account and the business relationship of the Parties generally, including billing information and contact information
Agreement	has the meaning as set out in the Front Page
Agreement Term	has the meaning as set out in clause 2.3
Applicable Laws	means all applicable laws, statutes, statutory instruments, orders, regulations and codes of practice (whether or not having the force of law) in force from time to time and which apply to the provision of the Access Services
Authorised User	means any individual who is employed by the Customer or a member of the Customer's Group
Business Day	means a day other than a Saturday, Sunday or public holiday in England
Charges or Fees	means the charges payable by the Customer to the Supplier for the supply of the Access Services in accordance with Clause 9.1
Customer Personal Data	means any personal data supplied or made available to the Supplier in relation to the provision of the Access Services, but excluding the Administration Data
Confidential Information	means information that is proprietary or confidential by its nature or is either clearly labelled as such or identified as Confidential Information in clause 6
Contract Year	means each 12 month period, commencing on the Effective Date and the anniversary thereof
Customer	has the meaning as set out in the Front Page
Customer Billing Contact	has the meaning set out in the Front Page
Customer Data	(a) material, information or other data inputted into the information fields of the system interface and/or uploaded by or on behalf of the Customer, including by the Supplier on the Customer's behalf; and (b) the outputs, including but not limited to reports and documents generated by the Supplier in response to the use of the Supplier Software by the Customer whether or not these outputs are cached, exported or otherwise extracted from the Suppliers system
Customer Default	means the acts or omissions listed in clause 12.1, which may be performed by the Customer, its employees, its agents, sub- contractors, or any other party authorised to act on the Customer's behalf
Data Processing Addendum	means the Supplier's Data Processing Addendum which both parties agree to comply
Data	means all applicable data protection and privacy legislation in force from time to

Protection Laws	time in the UK, including, whilst they are in effect in the UK: the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/ EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), all as amended or superseded from time to time; and the terms " Controller ", " Processor ", " Data Subject ", " Personal Data ", " Personal Data Breach " and " processing " shall have the meanings as set out in the GDPR;
Effective Date	has the meaning as set out in the Front Page
Platform	means the suppliers process management software available at https://automation.arkk.tech
Group	means, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, where a reference to a holding company or subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006
Initial Modules	means the modules that are identified on the Front Page as such and detailed in the applicable schedule
Intellectual Property Rights	means all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs (including website design and layout), rights in computer software, source code and object code, database rights, topography rights, rights in confidential information (including know-how, technical information and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection in any part of the world
Malware	means a thing or device (including any software, code, file or programme) that may: <ul style="list-style-type: none"> a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device; b) prevent, impair or otherwise adversely affect access to, or the operation of, any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); or c) adversely affect the user experience; including worms, trojan horses, viruses and other similar things or devices
Module Term	means the period agreed between the Parties during which the supplier shall provide access to the relevant Module, as further described in clause 2.2
Service Levels	means the service levels which relate to a Module as may be specified in the schedule relating to that Module or as otherwise communicated by the Supplier to the Customer in relation to a Module from time to time
Supplier	has the meaning as set out in the front page
Supplier Software	means the software infrastructure underlying the Platform, along with all related documentation, including user manuals and other materials related to such software infrastructure.
System Requirements	system requirements of the Platform, available at https://www.arkksolutions.com/hubfs/Platform%20System%20requirements.pdf as amended or replaced from time to time
Termination Date	means the date on which the Agreement is terminated in accordance with Clause 13
Terms	Means the Supplier's terms and conditions as contained in this document
VAT	has the meaning set out in clause 9.2

2 Authorised Use of the Access Services

2.1 In consideration for the payment of the Fees by the Customer, the Supplier agrees to provide the Access Services to the Customer and members of the Customer Group, subject always to the terms of this Agreement. To the extent that access to the Access Services is provided to members of the Customer Group the Customer shall remain responsible for the payment of all applicable Fees and all actions of those members of the Customer Group in relation to the Access Services. In addition, if the Access Services are used by the Customer or any member of the Customer Group to utilise the functionality of the Modules for or on behalf of any other member of the Customer Group, the Supplier shall only have liability to the Customer in relation to such use.



2.2 Subject to the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, and in consideration of payment by the Customer of the Fees, the Supplier hereby grants to the Customer a revocable, non-exclusive, non-transferable, non-sublicensable licence to permit the Customer and members of the Customer Group to access the Platform during the Agreement Term solely to receive the Access Services.

2.3 The Customer acknowledges and agrees that it will be responsible for the management of its Accounts via the Platform, including without limitation inviting Authorised Users to access an Account, initiating any processes that it wishes to be performed on the Platform, and making use of any other features that are offered on the Platform.

2.4 The Customer shall use commercially reasonable endeavours to prevent any unauthorised use of the Access Services and shall assume full responsibility for all activities which occur under each Account. In the event of any unauthorised use, the Customer shall promptly notify the Supplier of the same.

2.5 Subject to clause 2.1, the Customer shall not use the Platform to process data on behalf of any third party.

2.6 The Customer shall not, and shall ensure that each Authorised User does not:

- (a) knowingly access, store, distribute or transmit any Malware through the Platform;
- (b) store, distribute or transmit any material (including Customer Data) through the Platform that is unlawful, harmful, threatening, defamatory, obscene, harassing, racially or ethnically offensive, that facilitates illegal activity, depicts sexually explicit images or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability or any other illegal activities;
- (c) attempt to duplicate, distribute, use, modify, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Platform except:
 - (i) as is expressly permitted by this Agreement; or
 - (ii) where such activity is permitted under any Applicable Laws, is incapable of exclusion by agreement between the Parties and where the Customer has provided advance notice to the Supplier of such activity in writing;
- (d) take any action that, in the Supplier's sole discretion, imposes an unreasonable or disproportionately large load on the infrastructure of the Platform, Access Services, hardware or software networks connected to the Platform;
- (e) attempt to obtain, or assist others in obtaining, unauthorised access to the Platform;
- (f) access all or any part of the Platform in order to build a product or service which competes with the Platform;
- (g) attempt to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit any part of the Platform, or otherwise make the Platform available to any third party except the Authorised Users; and
- (h) attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this Agreement.

2.7 The Supplier may remove any material (including Customer Data) from the Platform without notice to the Customer which, in the Supplier's sole discretion, causes the Customer to be in breach of this Agreement or that is otherwise objectionable.

2.8 The Customer shall ensure that each Authorised User uses the Platform in accordance with the terms of this Agreement.

2.9 In relation to the Authorised Users, the Customer undertakes that:

- (a) each Authorised User shall keep a secure password for their use of the Platform, that such password shall be changed no less frequently than quarterly and that each Authorised User shall keep their password confidential;
- (b) it will notify the Supplier immediately of any unauthorised use of any password or account or any other known or suspected breach of security; and
- (c) it shall maintain an up to date list of current Authorised Users within the administration section of the Platform.

- 2.10** If the Customer uses the Platform to communicate with a third party:
- (a) the Customer shall be solely responsible for ensuring that the content of such communications are compliant with Applicable Laws, including any Data Protection Laws; and
 - (b) the Supplier shall have no responsibility to vet, question, challenge, review or filter any such communication.

2.11 The Customer shall be liable for and indemnify the Supplier (for itself and on behalf of any third party) against all costs, expenses, damages, compensation, fines and other liability arising out of or in connection with any breach by the Customer of clause 3.10 above, howsoever and whenever arising.

3 Supplier's Undertakings

3.1 The Supplier shall provide the Access Services using reasonable skill and care.

3.2 The Supplier shall use commercially reasonable efforts to provide the Access Services in accordance with the Service Levels.

3.3 All other warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law which relate to the Supplier, the Platform, the Supplier Software or the Access Services are, to the fullest extent permitted by Applicable Laws, excluded from this Agreement.

3.4 Pursuant to clause 4.2, the Supplier does not warrant the accuracy, completeness or reliability of any of the content or data derived from the Access Services or that the Customer's use of the Access Services will be uninterrupted, error-free or secure, or that the Access Services will meet the Customer's requirements. Further, the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Access Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4 Customer Undertakings

4.1 The Customer undertakes to:

- (a) provide the Supplier with all necessary cooperation in relation to the Agreement;
- (b) provide access to such information, materials and personnel assistance as may be required by the Supplier in order to provide the Access Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications, and will ensure that such information and materials are accurate in all material respects;
- (c) ensure that any information that it provides to the Supplier in connection with this Agreement is complete and accurate;
- (d) ensure that it uses appropriate authentication procedures and hardware in connection with the Platform;
- (e) comply with all Applicable Laws with respect to its activities under this Agreement;
- (f) carry out all of its obligations under this Agreement in a timely and efficient manner;
- (g) ensure that its systems used in connection with the Platform are in accordance with the System Requirements.
- (h) it is the responsibility of the Customer to comply with the UK GDPR and Data Protection Act 2018 laws by ensuring the rights of the data subjects are adhered to, in particular the right to erasure, by ensuring personal identifiable information is not processed longer than is necessary. As such, personal data associated to users who no longer require access to the platform should be removed by the Customer in order to comply with relevant Data Protection laws.

4.2 The Customer warrants and represents that it shall obtain, comply with and maintain all necessary authorisations, permits, licences and consents (statutory, regulatory, contractual or otherwise) in order to enable the Supplier to provide the Access Services.

4.3 The Customer shall report any actual or potential problem, error, security breach or other issues relating to the Access Services to the Supplier as soon as it becomes aware of such an issue.

4.4 The Customer acknowledges and accepts responsibility that it has elected to use the Platform in its sole discretion to achieve its intended results and acknowledges and accepts that the Platform has not been developed to meet the individual requirements of the Customer.

5 Confidentiality

5.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving Party;
- (b) was in the other Party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving Party, where such independent development can be shown by written evidence.

5.2 Subject to clause 5.4, each Party shall hold the other Party's Confidential Information in confidence and not make the other Party's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

5.3 Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

5.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much written notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 5.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

5.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

5.6 When agreed in writing between both Parties, either Party may issue such press releases, make such public announcements or develop such case studies regarding the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it or the relationship between the parties as they deem appropriate. In order to enable either party to utilise its rights under this clause 5.6, either Party grants the other a non-exclusive, non-transferable, terminable at-will licence to use, copy, store, transmit and display Intellectual Property Rights to the extent necessary or reasonable to enable the Party to issue such press releases or public announcements in any marketing or other publicity material which Party may choose to create.

5.7 The above provisions of this clause 6 shall survive termination of this Agreement, however arising.

6 Customer Data

6.1 The Customer or its licensors will own all right, title and interest in and to all of the Customer Data. The Customer shall have the sole responsibility for the reliability, integrity, accuracy, appropriateness, legality and quality of the Customer Data.

6.2 The Customer hereby grants the Supplier a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable right to use, reproduce, create derivative works of, distribute, transfer, transmit and distribute the Customer Data in any electronic media now or in the future for the exclusive purposes of providing, maintaining, supporting and improving the Services

6.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy will be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier.

6.4 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up) or the Customer.

6.5 The Customer must use the Supplier Platform for the inputting and uploading of all Customer Data and the Supplier has no obligation to process Customer Data it receives by email, text, letter, voicemail messages or conversations on the Customer's behalf.



6.6 The Customer warrants and represents that:

- (a) it has all necessary rights and consents in place to permit the supply of Customer Data (including Personal Data) to the Supplier and to enable such Customer Data to be used in relation to the Access Services and to enable to Supplier to exercise its rights under clause 6.2; and
- (b) all Customer Data provided in connection with the Customer's Account is current, complete and accurate, and that the Customer shall maintain the completeness and accuracy of such Customer Data using the Platform.

7 Intellectual Property Rights

7.1 The Customer acknowledges and agrees that:

- (a) the Supplier and/or its licensors owns all Intellectual Property Rights in respect of the Platform, the Modules, the functionality of the Modules (including the format and structure of any reports created using the Modules), the Access Services and any related documentation or material;
- (b) the limited licence granted by the Supplier to the Customer to allow the Customer to obtain the Access Services and use the Modules is as set out in clause 2.2; and
- (c) the Customer Data is owned by the Customer as described in clause 6.

7.2 Except as expressly stated herein, the Supplier does not grant to the Customer any rights to or in the Intellectual Property Rights or any other rights or licences in respect of the Platform, the Access Services or any related documentation or material.

7.3 The Customer represents and warrants that:

- (a) it owns or has the right to use the Intellectual Property Rights in the Customer Data to allow the Supplier to provide the Access Services under this Agreement; and
- (b) that the Customer Data does not infringe the rights of any third party or otherwise breach any Applicable Laws.

8 Charges and Payment

8.1 The Charges and Payment terms for the Access Services are set out on the Front Page for the Initial Modules and shall be agreed by the Parties for the Additional Modules.

8.2 All amounts set out in this Agreement (or included in a quote related to this Agreement) are exclusive of value added tax ("**VAT**"). The Customer will pay to the Supplier additional amounts in respect of VAT as are chargeable on the supply of the Access Services at the same time as payment is due for the supply of the Access Services.

8.3 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then the Supplier may, in its absolute discretion, require that interest be paid on the overdue amount at the rate of x% per annum above xxx's base rate from time to time. Such interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

8.4 If the Customer fails to make any payment due to the Supplier under the Agreement within a reasonable time period beyond the agreed payment terms the Supplier, may in its absolute discretion, engage a solicitor to enforce the contractually obligated payment. The associated costs and expenses for this action will be payable by the Customer.

8.5 The Supplier shall be entitled to set off any sums owed to it by the Customer.

9 Indemnities

9.1 The Customer shall defend, indemnify and hold harmless the Supplier and its affiliates against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- (a) the Customer's use of the Access Services, including claims from tax authorities; or
- (b) any alleged or actual infringement by the Customer of the rights of any third party in relation to any licence granted to the Supplier hereunder.



9.2 The Supplier shall defend, indemnify and hold harmless the Customer against any finally awarded costs, damages and/ or legal fees arising out of or in connection with any claim that the Platform infringes the Intellectual Property Rights of any third party, on the condition that if any third party makes, or notifies an intention to make, such a claim against the Customer, then the Customer shall:

- (a) as soon as reasonably practicable, give written notice of the claim to the Supplier, specifying the nature of the claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the claim; and
- (d) take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the claim.

10 Liability

10.1 Subject to clause 11.2, notwithstanding that Access Services may be provided to other members of the Customer's Group pursuant to this Agreement (and that Authorised Users may be employed or engaged by other members of the Customer's Group), and that Modules may be used to provide calculations or submissions in relation to other members of the Customer's Group, the Parties agree that no member of the Customer's Group other than the Customer shall be entitled to raise a claim against the Supplier under or in relation to the Agreement and that the Customer shall procure that no such claims shall be raised against the Supplier by any other member of the Customer's Group under or in relation to this Agreement.

10.2 Nothing in this Agreement excludes the liability:

- (a) of either Party for death or personal injury caused by a Party's negligence;
- (b) of either Party for fraud or fraudulent misrepresentation;
- (c) of either Party for any other liability which cannot be limited or excluded by Applicable Laws; and
- (d) of the Customer in relation to its obligations under clause 2.11, clause 9.1 and clause 11.3.

10.3 Subject to clause 10.2:

- (a) neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for all claims arising under or in connection with the performance or contemplated performance of this Agreement shall be limited in each Contract Year, for all claims, actions and proceedings which are raised in that Contract Year, to the total Fees paid or payable for the Access Services during that Contract Year or, to the extent that no Fees are payable in that Contract Year, the total Fees paid for the Access Services in the most recent Contract Year when Fees were paid.



11 Customer Default

11.1 Customer Default shall include, but shall not be limited to any act or omission by the Customer, its Authorised Users, its employees, contractors or agents which results in any or more of the following:

- (a) the Customer's breach of any of its obligations under this Agreement;
- (b) the Customer's use of the Platform contrary to the Supplier's instructions;
- (c) termination, interruption, delay, transmission or inaccuracy of any Customer Data;
- (d) the transmission of Malware onto the Platform;
- (e) the presence of Malware on the Customer's systems where the Supplier considers, at its sole discretion, that there is a risk of transmission to the Platform;
- (f) inaccuracy of any data received from a third party and used by the Supplier in connection with the Access Services, including in connection with the Platform; or
- (g) modification or alteration of the Platform by any party other than the Supplier or the Supplier's agents.

11.2 If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed due to a Customer Default, or where the Supplier, in its sole discretion, considers that a Customer Default poses a risk to the integrity of the Platform or the Supplier's business, the Supplier, without limiting its other rights or remedies:

- (a) may suspend performance of all or part of the Access Services until the Customer remedies the Customer Default;
- (b) shall be relieved from the performance of any of its obligations to the extent that the Customer Default prevents or delays the Supplier's performance of any of its obligations; and
- (c) shall have the right to terminate the Agreement, in whole or in part, in accordance with clause 13.1(a) below.

11.3 Customer shall be liable for and indemnify the Supplier (for itself and on behalf of any third party) against all costs, expenses, damages, compensation, fines and other liability arising out of or in connection with any Customer Default, howsoever and whenever arising.

12 Termination

13 Force majeure

13.1 Neither Party shall have liability to the other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

13.2 If such an event prevails for a continuous period of more than sixty days, the unaffected Party may terminate this Agreement by giving thirty days' written notice. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the affected Party in respect of any breach of this Agreement occurring prior to such termination.

14 General

14.1 Assignment and other dealings

Neither Party shall, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner any of its rights or obligations under this Agreement.

14.2 Notices

(a) Any notice or other communication sent in connection with this Agreement shall:

(i) be sent by email to the email address specified below:

Supplier's email address:	xxxxxxx@arkksolutions.com
Customer's email address:	as set out on the Front Page.

(ii) contain the relevant notice or communication in PDF format as an attachment to the email; and

(iii) be sent with the read receipt notification function activated.



- (b) A notice or other communication will be deemed to have been received on the date and time that it is sent.

14.3 Severance

(a) If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

(b) If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

14.4 Waiver

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

14.5 No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.6 Third parties

Except insofar as this Agreement expressly provides that a third party may directly rely upon or enforce a term of this Agreement, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

14.7 Variation

No variation of this Agreement shall be valid unless it is in writing (which for this purpose does not include email) and signed by or on behalf of each of the parties by its respective authorised representatives.

14.8 Entire Agreement

(a) This Agreement, together with the documents referred to in it and/or attached to it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

(b) Each of the Parties acknowledges and agrees that in entering into this Agreement and the documents referred to in it and/or attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.

(c) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. The only remedy available to either Party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

(d) Nothing in this clause 15.8 shall operate to exclude any liability for fraud.

14.9 Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.10 Costs

Except as otherwise provided in this Agreement, each Party shall pay its own costs in connection with the



negotiation, preparation, execution and performance of this Agreement, and all documents ancillary to it.

14.11 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

14.12 Further Assurance

Each Party shall (at its own expense) promptly execute and deliver all such documents, and perform and do all such further acts and things, or procure the execution of documents and doing of such acts and things as are required, or as the other Party may request, to give full effect to the provisions of this Agreement and the transaction intended to be effected in accordance with it.

14.13 Governing law

The 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 English Law.

14.14 Jurisdiction

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).