

## DATA SUPPLY AGREEMENT TERMS AND CONDITIONS

### 1. INTERPRETATION

#### 1.1 The following expressions shall have the following meanings in this Agreement:

- **Agreement:** the Services Order Form and/or Purchase Order and these terms and conditions.
- **Anti-Slavery Policy:** Expana's anti-slavery policy available on Expana's website at [www.expanamarkets.com/Legal](http://www.expanamarkets.com/Legal).
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- **Charges:** the fees as set out in the Services Order Form and/or Purchase Order (as the case may be).
- **Code of Conduct:** Expana's supplier code of conduct available on Expana's website at [www.expanamarkets.com/Legal](http://www.expanamarkets.com/Legal).
- **Commencement Date:** the date specified in the Services Order Form and/or Purchase Order (as the case may be).
- **Confidential Information:** has the meaning given to it in clause 6.1.
- **Data:** the data or information, in whatever form (including but not limited to: commodity data, price data, metadata, images, sound recordings), the provision of which comprises the Services (wholly or in part).
- **Data Provider:** a third party whose data, information, software or other material is supplied as part of the Services.
- **Derived Data:** any Data (wholly or in part) that has been Manipulated.
- **Direct Feed:** a feed of the Services by direct technical means from the Supplier to a particular Subscriber.
- **Expana Data:** means any and all data, information and content uploaded, inputted or installed by Expana, Expana Users or Supplier on Expana's behalf for the purpose of using or facilitating use of the Services.
- **Expana Group:** Mintec Limited (trading as "Expana"), any subsidiary or holding company of Mintec Limited from time to time and any subsidiary from time to time of a holding company of any of the foregoing.
- **Expana Group Company:** any member of Expana Group.
- **Expana System:** any network and information system or systems owned or operated by Expana to which Data is delivered or within which Data is Redistributed in accordance with this Agreement.
- **Expana User:** any employee of Expana and/or Expana Group authorised by Expana to access and use the Services (wholly or in part).
- **Expana User Restrictions:** the obligations set out in clause 11.3.
- **Good Industry Practice:** in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.
- **Initial Period:** the period set out in the Services Order Form and/or Purchase Order (as the case may be).
- **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and rights in domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how 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 such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- **Licence:** the licence granted in clause 11.
- **Materials:** any hardware, Software or documents supplied by the Supplier under this Agreement.
- **Manipulate:** to combine, analyse, amend or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part).
- **Manipulated Data:** any Data which has been Manipulated. Manipulated Data includes any Derived Data.
- **Mitigate:** the taking of such reasonable steps that would be taken by a prudent provider of IT services in accordance with Good Industry Practice to mitigate against the incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the recipient in writing in advance, and the terms **Mitigated** and **Mitigation** shall be construed accordingly.

- **Normal Business Hours:** 8.30 am to 6.00 pm in England on a Business Day.
- **Redistribute:** to make Data or Manipulated Data accessible (including the provision of access through a database or other application populated with the Data or Manipulated Data, re-selling, sub-licensing, transferring or disclosing the Data or Manipulated Data) by any means, including any electronic means (including but not limited to Subscription Agreements).
- **Release:** generally available upgrades and enhancements to the Data or Software.
- **Renewal Period:** each successive 12-month period after the Initial Period for which this Agreement is renewed.
- **Representatives:** in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
- **Service(s):** each service to be supplied by the Supplier under this Agreement, including the supply of Data and Materials, as more specifically detailed in the Services Order Form and/or Purchase Order (as the case may be).
- **Software:** any software provided by the Supplier to enable the Services to be used including any Releases.
- **Services Order Form and/or Purchase Order:** an order for services to which these terms and conditions are attached.
- **Subscriber:** any third party that has entered into a Subscription Agreement.
- **Subscriber User:** any individual recipient, under a Subscription Agreement, who is authorised by the Supplier to receive the Data or the Manipulated Data.
- **Subscription Agreement:** any agreement (which may, for the avoidance of doubt, be in electronic form, including a click-wrap agreement) entered into by Expana or any Expana Group Company and a third party relating to the use of Expana's goods and services (wholly or in part) by that third party.
- **Term:** the Initial Period and any Renewal Periods.
- **Unauthorised Use:** any use of the Services which is not in accordance with, or permitted under, this Agreement, including any use which does not comply with the scope or conditions set out in clause 11, or is in breach of Expana User Restrictions.
- **Virus:** any thing or device (including any software, code, file or programme) which may: 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; 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 part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- **Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 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.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

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 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes email.

1.12 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.

1.13 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.

1.14 In the case of conflict or ambiguity between:  
any provision contained in the body of this Agreement and any provision contained in the schedules or appendices, the order of precedence shall be as follows: Services Order Form and/or Purchase Order, provisions in the body of this Agreement and then the provisions of any other Schedule or Appendices.

## 2. SCOPE

During the Term the Supplier shall supply the Services to Expana and Expana shall pay the Charges, use the Services and enter into Subscription Agreements in accordance with this Agreement.

## 3. CONNECTION

3.1 The Supplier shall use reasonable efforts to make connection to the Services available by the method specified in the Services Order Form and/or Purchase Order on the Commencement Date.

3.2 Expana may purchase specific or additional services by agreement in writing between the parties.

3.3 Unless otherwise specified on a Services Order Form or Purchase Order (as the case may be), the Supplier shall promptly supply any Releases to Expana by no later than the end of each month and in any event no later than such Release is generally made available to the Supplier's other customers.

3.4 The Supplier shall ensure that each Release shall Mitigate against any known Virus or Vulnerability affecting the Data or Software since the last Release provided to Expana.

## 4. SERVICES

4.1 During the Term the Supplier shall supply the Services to Expana.

4.2 The Supplier shall not be entitled to change the Services during the Services Term save for: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Services; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

4.3 The Supplier will ensure the continuity of the Services at all times with a view to ensuring the continuity and availability of the Data, and any of Expana's services which Redistribute, rely on, or utilise the Data.

## 5. CHARGES

5.1 For the performance of each Service specified in the Services Order Form and/or Purchase Order, Expana shall pay to the Supplier the corresponding Charges.

5.2 The Charges shall be due and payable to the Supplier in accordance with the payment terms in the Service Order on 60 days of receipt of Supplier's invoice.

5.3 All Service Fees are exclusive of VAT or any other applicable sales tax, which shall be paid by Expana at the rate and in the manner for the time being prescribed by law.

5.4 Expana shall be free to set, and from time to time amend, its charges for the Subscription Agreements, Redistribution of the Data and any products or services incorporating any Data.

## 6. CONFIDENTIALITY

6.1 "**Confidential Information**" means any and all information or data, in whatever form or storage medium, whether tangible or intangible, and whether disclosed directly or indirectly before or after the effective date of this Agreement by or on behalf of the disclosing party (hereinafter, "**Disclosing Party**") to the receiving party (hereinafter, "**Receiving Party**") in writing, orally, through visual means, or by the Receiving Party's evaluation, observation, analysis, inspection or other study of such information, data or knowledge, which is now or at any time after the effective date of this Agreement, owned or controlled by the Disclosing Party. Confidential Information shall include Expana Data; the Documentation; the Charges; business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

6.2 Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law, or any legal or regulatory authority, any Confidential Information concerning the other party (or of any member of the group of companies to which the other party belongs) and each of the parties shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information.

6.3 The Supplier permits Expana to refer to it as a supplier in its marketing and public relations materials, including, the use of the Supplier's logo (whether or not a registered trade mark) and name. The Supplier shall not use Expana's name, logo or trademark without Expana's prior written consent.

## 7. ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## 8. SECURITY AND PASSWORDS

8.1 Expana shall ensure that the Data and Materials are kept secure and shall take remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data and the Materials.

8.2 If Expana becomes aware of any misuse of any Data or the Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or the Materials Expana shall, notify the Supplier and co-operate with the Supplier to remedy the issue as soon as reasonably practicable.

## 9. DATA PROTECTION

9.1 The parties agree that they are each independent Controllers of any personal data shared in connection with this Agreement. Each party shall comply with its obligations under applicable data protection law.

## 10. EXPORT, CODE OF CONDUCT AND ANTI-SLAVERY

10.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

10.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it which substantially replicates the one set out in clause 10.1; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

10.3 In performing its obligations under the agreement, the Supplier shall (and shall procure that its subcontractors shall):

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force ("**Anti-slavery Laws**") including but not limited to the Modern Slavery Act 2015;
- (b) comply with the Anti-Slavery Policy;
- (c) comply with the Code of Conduct;
- (d) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England or Wales;
- (e) include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 10;
- (f) notify Expana (in writing) as soon as it becomes aware of any breach or suspected breach of this clause 10; and
- (g) prepare and deliver to Expana, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

10.4 The Supplier represents and warrants throughout the term that:

- (a) its responses to Expana's slavery and human trafficking due diligence questionnaire are complete and accurate;
- (b) neither the Supplier nor any of its officers, employees or subcontractors:
  - (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or

- (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any government procurement programmes or other government contracts.

10.5 The Supplier shall implement due diligence procedures for its subcontractors or any part of its supply chain performing obligations under this agreement to ensure that there is no slavery or human trafficking taking place.

10.6 The Supplier undertakes not to purchase any resources that has been sourced from producers or manufacturers using forced labour or child labour in its operations.

10.7 The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all goods and services provided to Expana in connection with this agreement;
- (b) if Expana reasonably suspects the Supplier of breach of this clause 10, permit Expana and its third party representatives to have access to and take copies of any records and any other information at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 10; and
- (c) implement annual audits of its compliance and its subcontractors' compliance with the Anti-Slavery Policy and the Anti-slavery Laws, either directly or through a third party auditor.

10.8 The Supplier shall:

- (a) implement a system of training for its employees, and subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws;
- (b) keep a record of all training offered and completed by its employees, and subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws and shall make a copy of the record available to Expana on request.

10.9 The Supplier shall indemnify Expana against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by Expana as a result of any breach of this clause 10 by the Supplier or any breach of provisions equivalent to this clause 10 in any subcontract by any subcontractor.

10.10 Breach of this clause 10 shall be deemed a material breach.

## 11. LICENCE AND SUBSCRIPTION AGREEMENTS

11.1 Unless otherwise stated in the Services Order Form and/or Purchase Order (as the case may be), the Supplier grants to Expana a non-exclusive, worldwide licence during the Term to:

- (a) make commercial use of the Data and Services including but not limited to the use of the Data and Services for the purposes of marketing, promoting or demonstrating the Data to potential subscribers;
- (b) use the Data and Services internally;
- (c) make the Data and Manipulated Data available for trial to any potential subscriber provided that the potential subscriber has entered into a written agreement;
- (d) access, view and Manipulate Data;
- (e) store the Data and Manipulated Data on Expana System;
- (f) Redistribute the Services to Expana Users;
- (g) Redistribute the Data and Manipulated Data to any Subscriber and its Subscriber Users;
- (h) license a Direct Feed of the Data to Subscribers;
- (i) copy, adapt, display the Data (and Manipulated Data) internally and in Expana System; and
- (j) use the Materials in support of the activities referred to in this clause 11.1.

11.2 Any Expana Group Company may use the Services or exercise the Licence in accordance with this Agreement as if that Expana Group Company were Expana. The provisions of this Agreement shall apply to that Expana Group Company as if they were set out in full in this Agreement and each reference to Expana were replaced by that Expana Group Company, but Expana shall not be relieved of any of its obligations under this Agreement. Without limiting the Supplier's other rights and remedies, Expana acknowledges that it is responsible for the acts and omissions of that Expana Group Company as if they were its own and that it is directly liable to the Supplier for all loss and damage (whether direct or indirect) howsoever

arising out of, or in connection with, that Expana Group Company's access to or use of the Data, the Materials or the Services.

11.3 Unless otherwise stated in the Services Order Form and/or Purchase Order, Expana shall:

- (a) not use the Services for any purpose contrary to any law or regulation or any regulatory code;
- (b) not , decompile or reverse engineer the Software; and
- (c) not use the Data (wholly or in part) in any manner which is illegal, pornographic, racist or that incites religious hatred or violence.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 The parties acknowledge that:

- (a) all Intellectual Property Rights in the Data and the Materials are the property of the Supplier and/or its licensors, as the case may be;
- (b) Expana shall have no rights in or to the Data or the Materials other than the right to use them in accordance with the terms of this Agreement;
- (c) all Intellectual Property Rights in the Manipulated Data are the property of Expana and/or its licensors, as the case may be.

## 13. INTELLECTUAL PROPERTY RIGHTS OBLIGATION

13.1 The Supplier undertakes to defend, indemnify and hold Expana and each Expana Group Company harmless from and against any claim or action that the provision, receipt or use of the Services in accordance with the terms of this Agreement (wholly or in part) infringes any Intellectual Property Right of a third party (**IPR Claim**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Expana as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes a IPR Claim, or notifies an intention to make a IPR Claim against Expana, Expana shall:

- (a) give written notice of the IPR Claim to the Supplier as soon as reasonably practicable;
- (b) not make any admission of liability in relation to the IPR Claim without the prior written consent of the Supplier;
- (c) at the Supplier's request and expense, allow the Supplier to conduct the defence of the IPR Claim including settlement; and
- (d) at the Supplier's expense, co-operate and assist to a reasonable extent with the Supplier's defence of the IPR Claim.

13.2 Clause 13.1 shall not apply where the IPR Claim in question is attributable to use of the Services by Expana other than in accordance with this Agreement.

13.3 If any IPR Claim is made, or in the Supplier's reasonable opinion is likely to be made, against Expana, the Supplier may at its expense:

- (a) procure for Expana the right to continue using, developing, modifying or retaining the Services in accordance with this Agreement;
- (b) modify the Services so that they cease to be infringing;
- (c) replace the Services with non-infringing items; or
- (d) terminate this Agreement immediately by notice in writing to Expana and refund any Charges paid by Expana for the unused period (calculated on a pro rata basis) as at the date of termination.

## 14. WARRANTIES

14.1 The Supplier warrants that: (i) it has the right to license the use of the Services as specified in this Agreement, (ii) it will comply with applicable law and regulation at all times, (iii) it will provide the Services in accordance with Good Industry Practice.

14.2 The Supplier does not warrant that:

- (a) the supply of the Services will be free from interruption;
- (b) the Data is accurate or complete.

## 15. LIMITATION OF LIABILITY

15.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for the parties to exclude liability for respectively.

15.2 Subject to clause 15.1, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

15.3 Clause 15.2 shall not prevent claims for:

- (a) direct financial loss; or
- (b) tangible property or physical damage.

15.4 Subject to clause 15.2, each party's aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to an amount equivalent to 200% of the total Charges paid by Expana to the Supplier during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of actions arose during the Initial Period, in respect of the Initial Period.

15.5 Clauses 15.2 and 15.4 shall not apply to either party's liability in respect of breaches of clause 6 (Confidentiality), 9 (Data Protection), 10 (Export and Anti-Slavery), 12 (Intellectual Property Rights) and the provisions of clause 13 (Intellectual Property Rights Obligation).

## 16. TERM AND TERMINATION

16.1 Unless terminated earlier in accordance with clause 13.3(d) or this clause 16, this Agreement shall commence on the Commencement Date and continue for the Initial Period and shall extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period where Expana provides written notice to the Supplier of its intention to extend prior to the end of the Initial Period or Renewal period as applicable. Either party may give written notice to the other party, not later than 60 days before the end of the Initial Period or the relevant Renewal Period, to terminate this Agreement (or just certain Services under it) at the end of the Initial Period or the relevant Renewal Period, as the case may be ("**Termination Notice**").

16.2 Expana may terminate this Agreement in respect of the Services (wholly or in part) on written notice to the Supplier at any time it reasonably determines that the provision of the Services in question has become unlawful.

16.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or admits inability to pay its debts (within the meaning of section 123 or section 268 of the Insolvency Act 1986), (iii) becomes the subject of a petition in bankruptcy or any other proceeding relating to a winding up order, insolvency, receivership, liquidation or assignment for the benefit of creditors and/or if the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

## 17. GENERAL PROVISIONS

17.1 This Agreement is not intended to convey a benefit on any person not a party to it and no third party shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17.2 Neither party shall be in breach or liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable

extension of time for the performance of such obligations. If the affected party has been prevented from performing its obligations under this Agreement for a period of 60 days (or such other period agreed between the parties in writing), then either party may terminate this Agreement immediately by providing notice to the other party.

- 17.3 Any variation or amendment of this Agreement must be in writing, referenced to this clause 17.3 and signed by an authorised representative of both parties.
- 17.4 Expana may assign, transfer, charge or sub-contract all or any of its rights or obligations under this Agreement upon provision of 30 day's written notice to the Supplier provided that such assignee, transferee, chargee or sub-contractor is not deemed by the Supplier to be a competitor. The Supplier may not assign, transfer, charge, sub-contract all or any of its rights or obligations under this Agreement.
- 17.5 No failure or delay by a party to exercise any right under this Agreement or by law shall constitute a waiver of that or any right, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.6 Except as otherwise 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.
- 17.7 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, and neither party shall have authority to act in the name or on behalf of otherwise to bind the other. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.8 If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. 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 greatest extent possible to the commercial intention of the parties.
- 17.9 This Agreement (including the documents and instruments referred to in it) supersedes and extinguishes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to its subject matter and is the entire complete and exclusive agreement and understanding between the parties relating to its subject matter. Each party acknowledges that (i) it has not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement and (ii) it shall have no claim for innocent or negligent misrepresentation, or negligent misstatement based on any statement in this Agreement.

## 18. **NOTICES, DISPUTES, GOVERNING LAW AND JURISDICTION**

- 18.1 Any notice given under this Agreement shall be in English and in writing and shall be delivered by email to the email address as set out on the Services Order Form and/or Purchase Order or advised by each party to the other from time to time for this purpose, or sent by pre-paid registered post or airmail by a recognised mail carrier (return receipt requested) to the address of the relevant party as set out on the Services Order Form and/or Purchase Order or to such address as subsequently notified to the other party pursuant to this clause. In the case of email, the notice shall be deemed to have been delivered on acknowledgement by the recipient. In the case of post, the notice shall be deemed to be delivered on the date given on the proof of delivery.
- 18.2 This Agreement and any disputes 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 laws of England and Wales. 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). The parties expressly reject any application to an Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.