

MAXIMUM SOLUTIONS CONSULTING LIMITED

TERMS OF BUSINESS: BUSINESS ADVISORY

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

1. DEFINITIONS AND INTERPRETATION

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

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer to the Supplier for the supply of the Services in accordance with Clause 5 (Charges and Payment).

Commencement Date: has the meaning given in Clause 2.2.

Confidential Information: means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of a Party for the time being confidential to that Party and trade secrets including, without limitation, technical data and know-how relating to the business of the Party or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts including (but not limited to) information that the other Party creates, develops, receives or obtains in connection with the Services, whether or not such information (if in anything other than oral form) is marked confidential.

Contract: the contract between the Supplier and the Customer for the supply of Services made up of these Terms and the Order Form.

Controller: shall have the meaning defined in the Data Protection Legislation.

Customer: the person or firm who purchases Services from the Supplier whose details are set out in the Order Form and/or any of that person's staff or other beneficiaries of the Services, as applicable.

Customer Default: has the meaning set out in Clause 4.2.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); 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) as amended.

Data Subject: shall have the meaning defined in the Data Protection Legislation.

Deliverables: the deliverables set out in the Order Form produced by the Supplier for the Customer.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade-marks and service 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, 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.

Order: the Customer's order for Services as set out in the Order Form.

Order Form: means the form or email detailing the Charges and specification of the Services as agreed between the Parties.

Parties: mean the Customer and the Supplier (each a **Party**).

Personal Data: shall have the meaning defined in the Data Protection Legislation.

Personal Data Breach: shall have the meaning defined in the Data Protection Legislation.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Contract other than as expressly set out in this agreement or any documents referred to in it.

Processor: shall have the meaning defined in the Data Protection Legislation.

Processing: shall have the meaning defined in the Data Protection Legislation.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order Form.

Supplier: means **Maximum Solutions Consulting Limited** registered in England and Wales with company number 11158869 and whose registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN.

Supplier Materials: has the meaning set out in Clause 4.1(f).

Terms: these terms and conditions as amended from time to time.

Termination: the termination of the Services however caused.

Termination Date: means the date of Termination (howsoever caused).

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision
- 1.3 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.
- 1.4 A reference to writing or written includes email.
- 1.5 A reference to any gender includes a reference to each of the other genders.
- 1.6 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.7 Unless the context otherwise requires, words in the singular include the plural and in the plural, include the singular.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms.
- 2.2 The Order shall only be deemed to be accepted when the Supplier signs the Order Form or the parties agree to the terms of the Order over email are agreed by email at which point and on which date the Contract shall come into existence, or at the time that the Customer participates in the Services offered by the Supplier (the “**Commencement Date**”).
- 2.3 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall use reasonable endeavours to supply the Services to the Customer in accordance with the Order Form.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. The Supplier accepts no liability for any delays in performance of the Services howsoever arising.
- 3.3 In the event that a change in applicable law prevents the Services and/or an Order from being provided to the Customer, the Supplier may terminate this agreement without liability to the Customer.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall, at its own cost:
- (a) ensure that the terms of the Order and any information it provides in the Order Form are complete and accurate. The Supplier accepts no liability for any default arising from errors in the Order Form where there has been no prior notification of error by the Customer;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) use best endeavours to comply with all applicable laws, including health and safety laws;
 - (f) keep all materials, equipment, documents and other property of the Supplier (the “**Supplier Materials**”) at the Customer's premises in safe custody at its own risk, maintain the Supplier

Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

- (g) comply with any additional obligations as set out in the Order Form or notified to the Customer during the term of this agreement; and
- (h) pay any invoices issued by the Supplier, in accordance with Clause 5.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, or failure by the Customer to perform any relevant obligation (the "**Customer Default**"):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations, in each case, to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations. For the avoidance of doubt, this shall include a right for the Supplier to withhold the delivery of an Order where payment has not been made by the Customer; and
- (b) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 For the avoidance of doubt, the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay in performing any of its obligations under this agreement. Save for those instances outlined in Clause 9, the sole remedy of the Customer for any default of the Supplier shall be re-performance of the Services.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be as outlined by the Supplier in the Order Form.

5.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services including without limitation travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. For the avoidance of doubt, any costs incurred under this Clause 5 shall be in addition to the costs outlined in the Order Form.

5.3 The Supplier reserves the right to increase the Charges at its sole discretion with effect from each anniversary of the Commencement Date in line with the percentage increase in the average earnings index in the preceding twelve (12) month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the average earnings index.

5.4 The Supplier shall invoice the Customer at the time that an Order is accepted by the Supplier or at the intervals set out in the Order Form.

5.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within fourteen (14) days of the date of the invoice (the "**Due Date**"); and

- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- (c) time for payment shall be of the essence of the Contract.

5.6 It is agreed between the Parties that any breach by the Customer of Clause 5.4 shall be deemed to be a material contravention of the Contract.

5.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services and/ or any invoices issued in accordance with Clause 5.1.

5.8 If the Customer fails to make a payment due to the Supplier under the Contract by the Due Date, then, without limiting the Supplier's remedies under Clause 10, the Customer shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5 will accrue each day at four percent (4%) a year above the Bank of England's base rate from time to time, but at four percent (4%) a year for any period when that base rate is below 0%.

5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

6. SUPPLY OF SERVICES

6.1 In the event that the Customer is unable to make an appointment with the Supplier, the Customer must give at least 48 hours' notice to the Supplier. In the event that the Customer is unavailable and/or fails to attend a scheduled appointment with the Supplier and the requisite notice has not been given to the Supplier, the Customer remains liable for the costs of the appointment as if the Customer had attended. Nothing in this Contract may be perceived as obligating the Supplier to refund or reschedule any appointments where the Customer has failed to attend or provide the appropriate notice to re-schedule.

6.2 Where the Customer frequently fails to attend scheduled appointments, the Supplier may, at its sole discretion, choose to terminate the Contract .

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables for the purpose of receiving and using the Services and/or the Deliverables.

7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 7.2 without the prior express written consent of the Supplier and shall not take or use copies of the Deliverables in order to

replicate or provide content the same or similar to the Services in-house or to third parties, whether or not on a commercial basis.

- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.5 The Customer undertakes to the Supplier that it will not give permission to any third party to use any of the Intellectual Property Rights in the Deliverables or Services.
- 7.6 The Customer agrees to indemnify the Supplier and keep it indemnified at all times against all or any costs, claims damages or expenses incurred by the Supplier, or for which the Supplier may become liable, with respect to any Intellectual Property Rights infringement claim or other claim relating to any use of the Deliverables and/or Services by the Customer arising as a result of any breach of the Contract.

8. DATA PROTECTION

- 8.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of any Personal Data relating to any clients and/or employees of the Customer provided by the Customer to the Supplier.
- 8.3 Without prejudice to the generality of Clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of Clause 8.1, the Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only on the documented written instructions of the Customer, unless the Supplier is required by the Data Protection Legislation to otherwise process that Personal Data;
 - (b) ensure that it has in place appropriate technical and organisational measures 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 encryption of the 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);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not to 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:
 - (i) the Customer and/or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (f) 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;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this Clause 8; and, immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

8.5 The Customer consents to the Supplier appointing a third party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 8 and, in either case, which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 8.

8.6 The Customer agrees to indemnify the Supplier against any losses, howsoever arising, as a result of the Supplier's adherence to this Clause 8, save for losses arising from situations where the Supplier materially neglects to follow any reasonable instruction from the Customer pursuant to the collection and processing of Personal Data.

8.7 The Customer shall have no claim against the Supplier for any breach of this Clause 8 and/ or breach of the Data Protection Legislation, as a result of the Supplier's adherence to this Clause 8, save for losses arising from situations where the Supplier materially fails to follow any reasonable instruction from the Customer (provided that the instruction given is capable with the Data Protection Legislation) pursuant to the collection and processing of Personal Data.

9. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 Without affecting any other limitation in this agreement, the Supplier's liability under or in connection with this Contract shall be limited to the amount of any Charges paid by the Customer (or on the Customer's behalf) in respect of provision of the Services in the three (3) calendar months preceding the cause of action giving rise

to any loss suffered by the Customer, or £100, whichever is the greater. This limit shall apply however that liability arises, including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty, provided that this Clause 9.1 shall not exclude or limit the Supplier's liability for:

- (a) death or personal injury caused by the Supplier's negligence; or
- (b) fraud or fraudulent misrepresentation.

9.2 Notwithstanding Clause 9.1, the Customer acknowledges and agrees that the Services and Deliverables constitute general advice and guidance and should not be interpreted as absolute instructions on any course of action. The Customer also acknowledges that the Supplier may not be an expert in the business sector in which the Customer operates and so any aspects of the Services which relate or appear to relate to the Customer's business should not be relied upon as being suitably tailored to the Customer's business. The Supplier shall not be liable for any loss, harm or damage to the Customer's business by reason of the Customer applying any outcome of the Services to its business.

9.3 This Clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, either Party may terminate the Contract by giving the other party two (2) Business Days written notice.

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

- (a) the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within twenty-eight (28) days of that Party being notified in writing to do so; or
- (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other Party's financial position deteriorates to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

- (a) the Customer fails to pay any amount due under the Contract on the Due Date for payment; or
- (b) there is a change of control of the Customer.

10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the Due Date for payment, the Customer becomes subject to any of the events listed in Clause 10.2(b) to Clause 10.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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

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

12. GENERAL

12.1 **Force majeure.** Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, provided that the affected party provides notice to the other of the event as soon as reasonably possible. For the avoidance of doubt, failure to provide adequate notice will mean that the affected party will remain liable for any failure to fulfil their obligations under this Contract.

12.2 If the affected party remains unable to perform its obligations under this Contract for a period exceeding seven (7) Business Days then the non-affected party may, without liability terminate the Contract and/or an Order.

12.3 **Assignment and other dealings.**

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

12.4 **Confidentiality.**

- (a) Each of the Supplier and the Customer acknowledges that in the course of the Contract it may have access to Confidential Information of the other Party. Each of the Supplier and the Customer has therefore agreed to accept the restrictions in this Clause 12.4.
- (b) Each Party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination of the Contract, disclose to third party (and shall use best endeavours to prevent the publication or disclosure of) any of the Confidential Information, except as permitted by Clause 12.4(c).
- (c) Each Party may disclose the other Party's Confidential Information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 12.4; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (d) Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Contract.

12.5 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (c) Each Party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud

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

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

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

12.9 **Notices.**

- (a) Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order Form.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 12.9(b)(iii), business hours means 9.00am to 5.00pm on any Business Day.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.10 **Third party rights.**

- (a) 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 enforce any term of this agreement.
- (b) The rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.

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

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

12.13 **Counterparts.** This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

12.14 **Precedence.** In the event of any conflict between these terms and an Order, the terms within the Order shall prevail.