



PARTNERSHIP TERMS AND CONDITIONS

These Partnership Terms and Conditions (“Terms and Conditions”) apply to the Services which the Supplier supplies to the Provider Partner. A fully executed Partnership Proposal for Services constitutes acceptance of the following Terms and Conditions. The fully executed Partnership Proposal and these Terms and Conditions shall be referred to herein as the “**Contract**”.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words have the following meanings:

“**Additional Service**” means any additional services requested by the Provider Partner after the Commencement Date and which the Supplier agrees to supply to the Provider Partner in accordance with clause 5.10.

“**Applicable Laws**” means (i) all applicable laws, statutes, regulations or subordinate legislation; (ii) all binding court order, judgement or decree; (iii) all guidance, industry code, policy or standard enforceable by law; (iv) all applicable direction, policy, rule or order made or given by any relevant regulator or relevant authority having jurisdiction over that party or any of that party’s assets, resources or business in any jurisdiction, from time to time, in each case applicable to or binding upon that party.

“**Business Day**” means any day other than a Saturday or Sunday, on which banks are open for business in London.

“**Charges**” means the aggregate amount of the sums to be paid by the Provider Partner to the Supplier as specified in any and all Partnership Proposals, including variation documents in respect of Additional Services, forming part of unexpired Contracts between the Provider Partner and Supplier.

“**Commencement Date**” means the date upon which the Contract comes into force which, unless specified otherwise in the Partnership Proposal, is the date when an authorised representative of both parties has signed the Partnership Proposal.

“**Confidential Information**” means any and all information, documents and/or material of a confidential or sensitive nature (whether or not marked as such) in any form whatsoever relating to either party’s business, or the business of either party’s Group Companies, including but not limited to commercial, financial, marketing, operational or technical information, trade secrets, systems, processes and know how of either party which are disclosed by one party to the other in connection with the operation of the Contract, whether disclosed electronically, orally or in writing, and whether disclosed before on or after the date of the Contract.

“**Contract**” means the legally binding agreement between the Supplier and the Provider Partner for the provision of the Services supplied by the Supplier to the Provider Partner, incorporating the terms set out in all fully executed, unexpired Partnership Proposals and these Terms and Conditions.

“**Contract Year**” means a period of twelve (12) months from the Commencement Date, and (if any) each successive period of twelve (12) months during the term of the Contract and the period (if any) starting on the day following expiry of the last such period of twelve (12) months and ending on the date on which the Contract expires or is terminated.

“Data Insight Reports” means the reports generated by the Supplier which may include consolidated, anonymised data, usage statistics and analytics and which Data Insight Reports are provided by the Supplier to a Provider Partner who has contracted for Data Insight Services as provided in a fully executed Partnership Proposal.

"Data Protection Legislation" means all applicable data protection, privacy and electronic marketing legislation, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, UK GDPR, and any codes of practice relating to the same. **“Controller”**, **“Data Subjects”**, **“Personal Data”**, **“Processor”** and **“Processing”** have the meaning given in the Data Protection Legislation.

"Deliverable" means each element of the Services ordered by the Provider Partner on the Partnership Proposal, to be supplied by the Supplier.

“Disclosing Party” means a party who provides Confidential Information or on whose behalf Confidential Information is provided.

“Event(s)” means a physical or virtual or hybrid event arranged or hosted by the Supplier or any of its Group Companies, which includes conferences, seminars, workshops and symposia and which may involve one or more presenters, including one or more presenters from the Provider Partner.

“Expiry Date” means the date upon which the Contract ends, due to expiry of any fixed term set out in the Partnership Proposal and **“Expiry”** shall be interpreted accordingly.

“FCA” means the Financial Conduct Authority or any regulatory body which succeeds or replaces it.

“Force Majeure Event” means any event or sequence of events beyond a party’s reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, drought, lightning, earthquake or other natural disaster; war, insurrection, civil war, riot or civil unrest, terrorist attack, military operations or imposition of sanctions; acts or omissions of government or other appropriate body; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; denial of service or malicious technological attack; interruption or failure of material(s) or services required for performance of the Contract, trade blockage or embargo; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving either party’s workforce.

“FSMA Order 2001” means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended).

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under such circumstances, complying with all Applicable Laws and consents and taking due account of any applicable guidance, codes of practice or other advice from any relevant authority.

“Group Companies” means in respect of a person, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time (**“Holding Company”** and **“Subsidiary”** having the meanings set out in section 1159 Companies Act 2006.

“ICO” means the Information Commissioner’s Office.

“Insolvency Event” means a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent; or an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of a party (otherwise than for the purposes of a solvent amalgamation or reconstruction); or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of a party; or a party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction; or a party ceases to carry on business.

“Intellectual Property Rights” means all intellectual property rights of any nature including: (a) copyright, patents, trade marks, trade names, domain names, database rights, computer software rights, rights in get-up, rights in goodwill, design rights, format rights, inventions, know-how, trade secrets, techniques and confidential information, customer and supplier lists and other proprietary knowledge and information (whether registered or unregistered); (b) applications and the right to apply for registration for any of the foregoing; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in each case for their full term and together with any renewals or extensions.

“Liability” means all costs and expenses, losses, liabilities, obligations, damages, deficiencies, penalties, interest and expenses (including the reasonable fees and expenses of solicitors and other professionals and specialists) and other adverse effects resulting from any and all allegations, claims, judgments or causes of action, howsoever arising out of or in connection with the Contract, and including in contract, tort, misrepresentation, restitution, under statute or otherwise. **“Liable”** and **“Liabilities”** shall be interpreted accordingly.

“Managed Distribution Services” means the Managed Distribution Services if any, as set out in the Partnership Proposal.

“Managed Distribution Services Charges” means the charges payable by the Provider Partner to the Supplier for the Managed Distribution Services, if any, as set out in the Partnership Proposal.

“Member” means a member firm of the Supplier or of one of the Supplier’s Group Companies.

“Member Data” means Personal Data provided by a Member (including any Personal Data of customers of the Member) to the Supplier in relation to services provided by the Supplier to the Member.

“Minimum Term” means the minimum term of the Contract, if any, as specified in the Partnership Proposal.

“Notice Period” means the notice period for termination of the Contract as set out in the Partnership Proposal, if applicable, and in clause 14.

“Partnership Proposal” means the document titled “Partnership Proposal” and which includes Services Schedules (as amended, varied or supplemented from time to time), which set out inter alia details of the Services to be provided by the Supplier to the Provider Partner under the Contract and the Charges for those Services.

“PRA” means the Prudential Regulation Authority or any regulatory body which succeeds or replaces it.

“Provider Partner” means the company or other legal person stated on the Partnership Proposal who contracts to receive the Services from and pay the Charges to the Supplier.

“Provider Partner Data” means data provided by the Provider Partner to the Supplier in relation to the Services, including Personal Data and data contained in any Provider Partner Materials.

“Provider Partner Materials” means all documents, information, items, materials and any data (excluding Personal Data) in any form, whether owned by the Provider Partner or a third party, which are provided by the Provider Partner to the Supplier in connection with the Services.

“Recipient” means a party who receives Confidential Information or on whose behalf Confidential Information is received.

“Regulatory Authority” means any regulator or governmental or regulatory body, including but not limited to the FCA, the PRA and the ICO which has responsibility for regulating the parties, or either of them and/or the Services.

“Regulatory Requirements” means all applicable statutory and other rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Authority or body, including (without limitation) the FCA and PRA.

“Representatives” in respect of a party means any of that party’s and any of its Group Companies’ respective officers, directors, employees, consultants, sub-contractors, agents and professional advisers and **“Representative”** means any of them.

“Services” means all the Deliverables to be supplied by the Supplier to the Provider Partner under the Contract and as set out in the Partnership Proposal.

“Services Schedule” means any services schedule referenced in and which forms part of a Partnership Proposal and which sets out the Deliverables for a specific Contract Year, including Additional Services, to be provided by the Supplier to the Provider Partner.

“**Supplier**” means the company or other legal person stated on the Partnership Proposal who contracts to supply the Services to the Provider Partner in consideration for the Charges.

“**Supplier’s Policies**” means the policies and processes set out in the Fintel Group Companies’ Policies and the Fintel Code of Ethics, (which can be found at www.wearefintel.com/our-impact/better-business/corporate-governance/policies/) and which includes inter alia the Supplier’s policies regarding anti-bribery and anti-corruption, anti-slavery and human trafficking, anti-money laundering, anti-facilitation of tax evasion and conflicts of interest.

“**Term**” has the meaning set out in clause 14.1.

“**UK GDPR**” shall have the meaning given to it in Section 3 of the Data Protection Act 2018.

“**Ultimate Beneficial Owner**” means any natural person(s) who directly or indirectly own(s) or control(s) 25% or more of the shares of a company and/or any natural person(s) who exercise(s) a Controlling Interest in that company. “Controlling Interest” means for any company: (a) the ownership or control, directly or indirectly, of more than 50% of the company’s fully diluted voting share capital; and/or (b) the ability to direct how more than 50% of the fully diluted votes are exercised at its general meetings on all, or substantially all, matters; and/or (c) the right to appoint or remove its directors that hold a majority of the voting rights at its board meetings on all, or substantially all, matters.

“**VAT**” means value added tax or any other similar or equivalent tax chargeable on the sale of services, in the UK.

- 1.2 Any reference in these Terms and Conditions to a statute, statutory instrument, rule, or regulation shall be construed as a reference to such statute, statutory instrument, rule, or regulation as amended, re-enacted or replaced from time to time.
- 1.3 Where applicable, schedules form part of the Contract and shall have effect as if set out in full in the body of the Terms and Conditions.
- 1.4 Any reference in these Terms and Conditions to another agreement, schedule or document shall be construed as a reference to that other agreement, schedule or document as amended or supplemented from time to time.
- 1.5 Any reference in these Terms and Conditions to a clause, sub-clause, or paragraph shall be construed as a reference to a clause, sub-clause, or paragraph of these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for reference purposes only and do not affect its interpretation.
- 1.7 A reference to a “person” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and any other legal or commercial entity or undertaking and its personal representatives, successors and permitted assigns.

- 1.8 A reference to a “company” includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9 A reference to a “party” or “parties” shall be to a party or parties to the Contract and includes that party’s personal representatives, successors and permitted assigns, as the context requires.
- 1.10 A reference to “writing” or “written” includes e-mail.
- 1.11 Unless the context requires, words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.12 The words and phrases "including" and "in particular" shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.

2. Authority

- 2.1 Each party warrants and undertakes that:
 - 2.1.1 it is validly incorporated and has full power, authority and capacity to enter into the Contract and to perform its obligations hereunder;
 - 2.1.2 its signatory has the authority to sign the Partnership Proposal on its behalf;
 - 2.1.3 it is not aware of any breach of its memorandum and articles of association or Applicable Laws arising from execution and delivery of the Contract;
 - 2.1.4 it is not aware of any existing or threatened dispute, claim or litigation that will or may prevent or restrict it from entering into or performing its obligations under the Contract;
 - 2.1.5 no resolutions have been passed or steps taken for its winding up; and
 - 2.1.6 it holds all relevant licences, consents, regulatory authorisations, permissions or approvals necessary for the performance of obligations under the Contract.
- 2.2 Breach of clause 2.1 shall be deemed a material breach of the Contract entitling the non-defaulting party to terminate the Contract immediately without prejudice to any other rights or remedies it may have in respect of such breach.

3. Compliance and Warranties

- 3.1 Each party warrants and undertakes that it shall:
 - 3.1.1 perform its obligations hereunder in compliance with all Applicable Laws and Regulatory Requirements;
 - 3.1.2 comply with all Applicable Laws, including: (a) all applicable requirements of Data Protection Legislation; (b) all Applicable Laws relating to anti-bribery and anti-corruption, including without limitation, the Bribery Act 2010; (c) all Applicable Laws relating to money laundering; (d) all Applicable Laws relating to anti-slavery, including without limitation, the Modern Slavery Act 2015; and (e) all Applicable Laws relating to anti-tax evasion facilitation; and
 - 3.1.3 at all times maintain Professional Indemnity Insurance in accordance with any and all applicable Regulatory Requirements.

- 3.2 Each party warrants and undertakes that (a) it shall not take and shall ensure that its Representatives shall not take any actions or make any omissions that would cause the other party to be in violation of any Applicable Laws; and (b) it shall not and shall ensure that its Representatives shall not directly or indirectly, offer, pay, promise to pay or authorise any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with the Contract or any transactions undertaken for or on behalf of the other party.
- 3.3 Each party warrants and undertakes that neither it, nor to its knowledge, any of its Representatives and/or Ultimate Beneficial Owners: (a) are the target of economic or financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the United States or any relevant and applicable jurisdiction; (b) are currently under actual or threatened investigation, inquiry, or audit by any government authority in relation to any potential offence involving fraud, bribery, corruption, or dishonesty; (c) have been convicted of or pleaded guilty to an offence involving fraud, bribery, corruption, or dishonesty; or (d) have ever been listed by any government agency or non-governmental organisation as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for procurement programs.
- 3.4 The Supplier warrants and undertakes (a) that it shall comply with Supplier's Policies, which may be amended, updated, supplemented or replaced from time to time; and (b) that it shall ensure that all Representatives engaged or instructed to act for or on its behalf in connection with the Contract, are aware of and comply with all Supplier's Policies.
- 3.5 Breach of clauses 3.1, 3.2, 3.3 and/or 3.4 shall be deemed a material breach of the Contract entitling the non-defaulting party to terminate the Contract immediately without prejudice to any other rights or remedies it may have in respect of such breach.
- 3.6 Each party shall promptly report to the other party any breach or suspected breach of clause 3.
- 3.7 Except where expressly stated otherwise in the Contract or as required by Applicable Laws, no warranty, condition, undertaking or term, whether statutory, express or implied as to condition, satisfactory quality, performance, durability, fitness for purpose or otherwise is given or assumed by either party in relation to the performance of its activities and all such warranties, conditions, undertakings and terms are hereby excluded to the extent allowed by law.

4. Partnership Proposal and Application of these Terms and Conditions

- 4.1 The Contract will become legal binding on the Commencement Date.
- 4.2 The Partnership Proposal constitutes the Supplier's offer to the Provider Partner to purchase the Services subject to these Terms and Conditions. These Terms and Conditions will in all cases be deemed to be incorporated into and govern the Contract.
- 4.3 In the event of a conflict or ambiguity between the provisions of the Terms and Conditions and the provisions of the Partnership Proposal, the provisions of the Partnership Proposal shall prevail.

- 4.4 The Provider Partner acknowledges and agrees that these Terms and Conditions: (a) apply to every Partnership Proposal for the supply of Services to the Provider Partner by the Supplier; and (b) supersede any previously agreed terms and conditions between the Supplier and the Provider Partner relating to the supply of Services.
- 4.5 For the avoidance of doubt: (a) any marketing and other promotional material relating to the Services are for illustrative purposes only and do not form part of the Contract; and (b) in the event that the Provider Partner provides the Supplier with a purchase order, the purchase order shall be purely for the Provider Partner's administrative purposes only and it shall not form part of the Contract.

5. Supply of services

- 5.1 Subject to the Provider Partner paying the Charges to the Supplier, as set out in the Partnership Proposal and in accordance with clause 6, the Supplier shall supply the Services in accordance with the Contract.
- 5.2 The Supplier will use all reasonable endeavours to meet any performance dates specified or estimated timescales agreed. In the event that no performance dates are so specified or estimated timescales agreed, the Supplier will perform the Services within a reasonable time.
- 5.3 The Provider Partner shall be responsible for providing the Supplier in a timely manner with all information required to enable the Supplier to provide the Services in the agreed timescales. The Provider Partner shall provide such information at its own cost.
- 5.4 The Provider Partner agrees that in the event of any delays in the supply of instructions and/or information by the Provider Partner to the Supplier, the Supplier may adjust any relevant timescales as the Supplier considers reasonably necessary.
- 5.5 The Supplier shall not be Liable for any delay in supplying the Services caused by the Provider Partner's failure to: (a) provide the Supplier with adequate instructions to supply the Services and perform its obligations under the Contract; (b) furnish the Supplier in a timely manner with all reasonably requested information and materials required in order for the Supplier to supply the Services; or (c) furnish the Supplier with factually correct information.
- 5.6 Notwithstanding any other terms of the Contract, the Supplier will not be in breach of the Contract or otherwise Liable to the Provider Partner for any failure to perform or delay or defect in performing the Supplier's obligations under the Contract if its failure to perform or the delay or defect in performing its obligations under the Contract arises as a result of a Force Majeure Event.
- 5.7 The Supplier reserves the right, without Liability to the Provider Partner, to change, improve, modify or substitute the format, operation, specification, design or configuration of any Deliverable or the Services, provided always that (a) this is necessary due to changes in Applicable Laws or for information technology reasons; (b) the reason for change is notified to the Provider Partner as soon as reasonably practicable; (c) no change shall be made in accordance with this clause 5.7 that requires the Provider Partner to pay any new

Charge or bear any additional expense in order to continue to enjoy the benefit of the Services; and (d) any such change shall not result in any material reduction in the functionality or performance of the Services.

- 5.8 It is agreed by the parties that in the case of Managed Distribution Services, the Services shall be supplied by the Supplier as a package and not as separate, individual Deliverables subject to separate and distinct Charges.
- 5.9 It is agreed by the parties that where the Supplier is supplying marketing services only, individual Deliverables may each be subject to agreed separate and distinct Charges which will be itemised in the Partnership Proposal.
- 5.10 From time to time, the Provider Partner may request and the Supplier may agree to provide Additional Services to the Provider Partner. Any agreed Additional Services and Charges shall be recorded in writing in a Services Schedule to the relevant Partnership Proposal and such Services Schedule shall form part of the Contract governed by these Terms and Conditions.
- 5.11 Where certain Deliverables, including Events, are included in the Services for a Contract Year as set out in the Partnership Proposal or agreed in writing from time to time and such Deliverables are cancelled (“**Cancelled Event**”), the Provider Partner is entitled to take up any substitute Deliverables offered by the Supplier (“**Cancelled Event Substitute**”) within 90 days after the end of the relevant Contract Year (“**Cancelled Event Substitute Time Limit**”) failing which the Deliverables will automatically lapse and may no longer be taken up by the Provider Partner in any subsequent Contract Year. Only in the event that the Supplier is unable to offer to the Provider Partner a Cancelled Event Substitute within the Cancelled Event Substitute Time Limit will the Supplier provide a refund to the Provider Partner for the Cancelled Event.
- 5.12 The Services (or any part thereof) and the Deliverables (or any part thereof) are supplied to the Provider Partner for its use only and the Provider Partner agrees not to use or attempt to use the Services (or any part thereof) and the Deliverables (or any part thereof) for any re-sale purposes or otherwise commercially exploit or make available to any third party the Services (or any part thereof), or the Deliverables or any part thereof.
- 5.13 The Supplier and the Provider Partner agree that the Services are not regulated activities as defined in Part II of the FSMA Order 2001 and as such, the Services are not subject to the FCA rules and guidance relating to regulated activities.

6. Charges and Payment

- 6.1 The Supplier shall invoice the Provider Partner in accordance with the Partnership Proposal, including in accordance with the billing start date and the payment frequency set out therein.
- 6.2 All Charges payable under the Contract are quoted exclusive of VAT and invoiced inclusive of VAT and shall be payable in pounds sterling.

- 6.3 The Provider Partner shall pay the Charges to the Supplier in accordance with each unexpired Partnership Proposal, including in accordance with the billing start date, the payment frequency and the payment method set out therein.
- 6.4 Any omission or delay by the Supplier in invoicing the Charges shall not prohibit the Supplier from raising an invoice at a later date in respect of the same, nor shall it relieve the Provider Partner of the liability to pay it.
- 6.5 Save where the Supplier's invoice is disputed, the Provider Partner shall pay the Supplier's invoices within thirty (30) days of the date of the invoice ("**Payment Due Date**"), unless otherwise agreed in writing between the parties or otherwise set out in the Partnership Proposal.
- 6.6 Unless otherwise expressly stated in the Contract, or required by law, the Provider Partner shall pay all Charges and sums due under the Contract in full and without any set-off, counterclaim, deduction or withholding of any kind.
- 6.7 If the Supplier is affected by a Force Majeure Event, then the Provider Partner will continue to pay the Charges in respect of any Services and/or Deliverables that the Supplier continues to supply.
- 6.8 Where the Term of a Contract exceeds one Contract Year, the Supplier may increase the Charges on an annual basis as set out in the Partnership Proposal, or as otherwise agreed in writing.

7. Unpaid and Disputed Invoices

- 7.1 The Supplier shall be entitled to charge interest on any amount that is overdue for payment by the Provider Partner at a rate of two per cent (2%) above the base lending rate of Barclays Bank plc, unless the unpaid amount is the subject of a bona fide dispute. Interest shall accrue on a daily basis but shall not compound.
- 7.2 Save where an invoice is the subject of a bona fide dispute, in the event that the Provider Partner fails to make any payment due to the Supplier within thirty (30) days after the Payment Due Date ("**Payment Default**"), then without prejudice to the Supplier's other rights and remedies, the Supplier may suspend the supply of Services to the Provider Partner until payment of an unpaid invoice has been received in full. For the avoidance of doubt, the Supplier shall be under no obligation to supply Services to the Provider Partner whilst there is Payment Default by the Provider Partner.
- 7.3 The Provider Partner shall have twenty-one (21) days from the date of the invoice ("**Dispute Period**") in which to dispute an invoice. In the event that the Provider Partner does not dispute an invoice within the Dispute Period, the invoice shall be deemed to have been approved.
- 7.4 In the event that the Provider Partner determines in good faith that any invoice submitted by the Supplier to the Provider Partner is either incorrect or invalid for any reason, ("**Disputed Invoice**") the Provider Partner shall within the Dispute Period, notify the Supplier in writing, setting out the details of the invoice, the amount in dispute and the grounds upon which the invoice is disputed ("**Invoice Dispute Notice**").

- 7.5 Where the Supplier agrees with the Provider Partner that a Disputed Invoice is incorrect, the Supplier shall submit a correct invoice to the Provider Partner within fourteen (14) days after the date upon which the Supplier received the relevant Invoice Dispute Notice.
- 7.6 In the event that the parties cannot resolve the dispute concerning a Disputed Invoice within fourteen (14) days after the date upon which the Supplier received the relevant Invoice Dispute Notice, the Dispute Resolution Procedure set out in clause 17 shall apply.

8. Provider Partner's Obligations

- 8.1 The Provider Partner shall carry out all its responsibilities and obligations as specified in the Contract in a timely manner.
- 8.2 The Provider Partner shall (a) provide the Supplier with all such information, documents, data and Provider Partner Materials as reasonably required by the Supplier from time to time for the purposes of the Supplier performing its obligations or exercising its rights under the Contract; and (b) use reasonable endeavours to ensure that all information, documents, data and Provider Partner Materials which it provides (or is provided on its behalf) to the Supplier and/or are made available to the Supplier are accurate, adequate and complete.
- 8.3 The Provider Partner shall not use the Services: (a) to facilitate illegal activity; (b) to violate any Applicable Laws or Intellectual Property Rights which it does not have the right to use; (c) for any fraudulent, illegal or unauthorised use; (d) in a manner that is unlawful, causes damage or injury to any person or property; (e) in a manner that damages the reputation of the Supplier or any of its Group Companies; or (f) causes the Supplier or any of its Group Companies to be Liable for any costs, losses, expenses, damages or suffer any Liability; and the Supplier reserves the right, without Liability to the Provider Partner or prejudice to its other rights and remedies, to suspend, without notice, the supply of the Services if the Provider Partner breaches this clause 8.3.
- 8.4 The Provider Partner shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services. In the event of any such unauthorised access or use, the Provider Partner shall immediately notify the Supplier.
- 8.5 In the event that the Supplier considers that the Provider Partner is in breach of any of its obligations under this clause, the Supplier shall advise the Provider Partner in writing of the nature of the breach ("**Supplier Breach Notification**") as soon as reasonably practicable. Provider Partner shall remedy that breach within a period of thirty (30) days after being notified in writing to do so by Supplier.

9. Supplier's Obligations

- 9.1 The Supplier shall provide and perform the Services in accordance with Good Industry Practice for the benefit of the Provider Partner.
- 9.2 The Supplier shall ensure that: (a) each of the Supplier's Representatives is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged; and (b) there is an adequate number of Supplier's Representatives to provide the Services properly.

- 9.3 The Provider Partner acknowledges that the Supplier has no responsibility for verifying or checking the accuracy or completeness of the Provider Partner Materials. The Supplier's only obligation to the Provider Partner in respect of the Provider Partner Materials is to ensure that the relevant information is conveyed to the same level of accuracy as received from the Provider Partner.
- 9.4 In the event that the Provider Partner considers that the Supplier is in breach of any of its obligations under this clause, the Provider Partner shall advise the Supplier in writing of the nature of the breach ("**Provider Partner Breach Notification**") as soon as reasonably practicable. Supplier shall remedy that breach within a period of thirty (30) days after being notified in writing to do so by Provider Partner.

10. Confidentiality

- 10.1 Each party shall ensure that Confidential Information of the other party is kept confidential and shall not make or cause or permit to be made any use of or disclose any such Confidential Information except to the extent necessary to perform its obligations under the Contract, or as expressly permitted by these Terms and Conditions.
- 10.2 The parties acknowledge and agree that nothing contained in the Contract shall be construed as granting or conferring any rights, by license or otherwise in any Confidential Information disclosed pursuant to the Contract, unless expressly agreed to in writing by the parties. All Confidential Information belonging to a party prior to the signing of the Contract shall remain the property of that party.
- 10.3 Each party shall keep Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.
- 10.4 Each party may disclose Confidential Information to any of its Representatives, or to its Group Companies and their respective Representatives, ensuring that any and all Recipients of the Confidential Information are aware of the duty of confidentiality under this clause 10.
- 10.5 Each party shall be permitted to disclose Confidential Information of the other party to the extent that it is required to do so by law or by any public, governmental, supervisory or Regulatory Authority or by any legally binding order of any court or tribunal given in any such case, provided that:
- 10.5.1 it shall give the other party prompt notice of the disclosure (where lawful and practical to do so) so that the other party has sufficient opportunity, where possible, to prevent or control the manner of disclosure by appropriate legal means;
- 10.5.2 the disclosure or use is limited strictly to those parts of the other party's Confidential Information which are required to be disclosed pursuant to this clause; and
- 10.5.3 each party shall use reasonable endeavours to ensure the Recipient of such Confidential Information is made aware that such information is confidential.
- 10.6 The obligations and restrictions contained in this clause 10 shall not apply to any information which: (a) is publicly available; (b) is already known free of any restrictions at

the time it is obtained, as evidenced by documentary evidence; (c) is subsequently learned from a third party free of any restrictions.; (d) can be demonstrated to have been developed by the Recipient independently of the Confidential Information disclosed to it by the Disclosing Party; or (e) the parties have agreed in writing shall not be subject to the obligations and restrictions contained in this clause 10.

- 10.7 Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this clause 10 by the Recipient. Accordingly, the Disclosing Party (or any of the Disclosing Party's Group Companies) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by the Recipient.

11. Intellectual Property Rights

- 11.1 Each party shall retain all interest, rights and entitlement to its own Intellectual Property. Neither party shall acquire any rights or licences to the other party's Intellectual Property unless expressly provided under these Terms and Conditions or otherwise agreed by both parties in writing. The parties agree that nothing in the Contract shall assign or transfer to the other party, any Intellectual Property Rights owned by either party or any of its Group Companies.
- 11.2 Neither party shall use any Intellectual Property of the other party or that party's Group Companies without prior written consent.
- 11.3 For the duration of the Term, each party grants to the other party a free of charge, non-exclusive, non-transferable, non-sublicensable, royalty-free licence to make use of, and reference to, the other party's name, trade or service marks in any promotional and marketing literature relating to the Services and/or Deliverables and for the performance and/or enjoyment of the Services, including without limitation, for display on a party's website, advertising materials, announcements and communications; and any such use shall comply with the other party's instructions and any brand guidelines issued or notified to the other party from time to time.
- 11.4 For the duration of the Term and subject to the Provider Partner's compliance with this clause 11, the Supplier grants the Provider Partner a non-exclusive licence to use within the United Kingdom the Services and Deliverables (and any Intellectual Property Rights in the Services and Deliverables) solely for the Provider Partner's own business purposes to the extent necessary to receive and use the benefit of the Services and Deliverables.
- 11.5 Each party represents and warrants to the other that:
- 11.5.1 it owns or is licensed to use all Intellectual Property Rights which it uses or exploits in the performance of its obligations under these Terms and Conditions;
 - 11.5.2 it has obtained all necessary permissions, consents, waivers and licences required from any third party (including all necessary or appropriate regulatory consents) in order for it to lawfully perform its obligations under these Terms and Conditions; and
 - 11.5.3 the use by the other party in accordance with these Terms and Conditions of any Intellectual Property Rights licensed by it in the performance of its obligations under these Terms and Conditions shall not breach the rights, including any Intellectual Property Rights, of any third party.

- 11.6 Each party agrees that it will:
- 11.6.1 not do anything or cause anything to be done which would prejudice the other party's Intellectual Property Rights or damage or diminish the goodwill or reputation of the other party;
 - 11.6.2 save to the extent expressly permitted by the other party, not remove or alter any copyright notices or similar proprietary devices, including any electronic watermarks or other identifiers, that may be incorporated in any Deliverables (or any part thereof) or any Provider Partner Materials provided or made available to the other party;
 - 11.6.3 notify the other party as soon as it becomes aware of any improper or unlawful use or actual, alleged, threatened or potential infringement of the other party's Intellectual Property Rights and shall, cooperate and assist the other party and/or any of its Group Companies with any claims or proceedings brought or threatened in respect of the other party's Intellectual Property Rights;
 - 11.6.4 not take any action which might invalidate the Intellectual Property Rights owned by the other party; and
 - 11.6.5 execute such documents and/or do such things as the other party may reasonably require during or at any time after the Term to give effect to the provisions of this clause 11.
- 11.7 The Provider Partner must:
- 11.7.1 save to the extent expressly permitted by the Supplier, not modify, alter, adapt, make error corrections to or in any way interfere with any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier or merge them with or incorporate them into other products, services, data, programs or systems or attempt to do any of these things;
 - 11.7.2 not assign, novate, sub-license, rent, lease, sell, pledge, charge, transfer or otherwise dispose of or grant rights over or out of any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier and will not attempt to do any of those things; and
 - 11.7.3 notify the Supplier immediately if it becomes aware of any unauthorised use by any person of any Services (or any part thereof) and/or Deliverables (or any part thereof) provided or made available by the Supplier.
- 11.8 Each party shall indemnify the other against all Liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with any claim by a third party that any use by the indemnified party of the indemnifying party's Intellectual Property Rights infringe the intellectual property rights or other proprietary rights of any third party or constitute a breach of any other rights held by or obligations owed to any third party. Each party's total aggregate Liability in respect of a claim under this indemnity shall be limited to one million pounds sterling (£1,000,000).
- 11.9 Indemnification under clause 11.8 is contingent upon:
- 11.9.1 the indemnified party promptly notifying the indemnifying party of a claim;
 - 11.9.2 the indemnifying party having sole control of the defence and settlement of any such claim; and

11.9.3 the indemnified party providing prompt cooperation and assistance to the indemnifying party in defence of such claim.

12. Data Protection

- 12.1 Each party and its respective Representatives shall comply with all applicable requirements under the Data Protection Legislation.
- 12.2 Each party agrees that it shall, in relation to Personal Data processed in connection with the Contract:
- 12.2.1 process the Personal Data in accordance with the Contract and the Data Protection Legislation;
 - 12.2.2 process the Personal Data only so far as is necessary for the purpose of performing its obligations under the Contract;
 - 12.2.3 not disclose or allow access to Personal Data other than by its Representatives or third parties engaged to perform obligations in accordance with the Contract, and ensure that such Representatives or third parties are subject to written contractual obligations concerning the Personal Data which are no less onerous than those imposed by the Contract;
 - 12.2.4 take appropriate measures to ensure the security of Processing;
 - 12.2.5 assist the Controller in meeting its obligations under the Data Protection Legislation including in relation to the security of Processing, the notification of Personal Data breaches and data protection impact assessments;
 - 12.2.6 assist the Controller in providing subject access and allowing Data Subjects to exercise their rights under the Data Protection Legislation;
 - 12.2.7 only engage a sub-processor with the prior written consent of the Controller and a written contract between Processor and sub-processor;
 - 12.2.8 not transfer Personal Data outside the UK or the European Economic Area (EEA) without the Controller's written consent and in the event that the Controller provides such consent, the Processor shall ensure that there are adequate measures in place to ensure that Personal Data is protected; and
 - 12.2.9 delete or return all Personal Data to the Controller as requested at the end of the Contract unless required by Applicable Laws to store the Personal Data.
- 12.3 The Supplier acknowledges and agrees that in respect of its provision of Member Data to Provider Partner, it is responsible for:
- 12.3.1 ensuring that all necessary clearances, consents and/or permissions are obtained; and
 - 12.3.2 providing Data Subjects with any necessary notifications and any other information required under Data Protection Legislation in respect of Supplier's use of Member Data.
- 12.4 The Supplier warrants and undertakes that:
- 12.4.1 it is entitled to anonymise Member Data for the purpose of generating Data Insight Reports;
 - 12.4.2 it shall not be in breach of any agreement with a Member by making available Member Data to Provider Partners through the Services; and
 - 12.4.3 the clearances, consents, permissions and/or conditions and notifications and/or information referred to in clauses 12.3.1 and 12.3.2 above have been or shall in any event be obtained and/or satisfied and/or provided (as applicable) in advance of the

date on which any Member Data is provided to Provider Partner pursuant to the Contract.

12.5 The Provider Partner warrants and undertakes that:

12.5.1 it shall only use Data Insight Reports for the purposes of marketing and distribution to Members; and

12.5.2 it shall not disclose the contents of Data Insight Reports to a third party.

12.6 Each party shall indemnify the other against all Liabilities, costs, expenses, damages and losses suffered or incurred by the indemnified party arising out of or in connection with the breach of Data Protection Legislation by the indemnifying party or its Representatives, provided that the indemnified party gives to the indemnifying party prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. Each party's total aggregate Liability in respect of a claim under this indemnity shall be limited to one million pounds sterling (£1,000,000).

13. Suspension of Services

13.1 Supplier reserves the right to suspend Services to the Provider Partner in accordance with clauses 7.2 (Payment Default) and 8.3 (breach of Provider Partner's Obligations).

13.2 Supplier shall not be in breach of the Contract if and to the extent that it is exercising its rights of suspension in accordance with this clause 13 or as otherwise provided in these Terms and Conditions.

13.3 Suspension in accordance with this clause 13 shall be without prejudice to any other rights and remedies that Supplier may have.

13.4 Provider Partner shall remain liable for Charges during any period of suspension pursuant to clause 13.

13.5 Supplier shall as soon as reasonably practicable (a) notify Provider Partner of the suspension and the reason for the suspension and its expected duration; and (b) reinstate access to Services, once the ground(s) for suspension no longer exist.

14. Term and Termination

14.1 The Contract shall commence on the Commencement Date and shall continue until Expiry or until terminated in accordance with its terms (the "**Term**").

14.2 For the avoidance of doubt, in the event that a Minimum Term is stated on the Partnership Proposal, the Contract shall continue after the end of the Minimum Term and until such time as it is terminated in accordance with this clause 14.

14.3 The parties may mutually agree in writing to terminate the Contract on a specified date.

14.4 Unless otherwise provided in the Partnership Proposal, either party may terminate the Contract by providing no fewer than thirty (30) days' written notice to the other. Such

termination shall take effect at the end of the month in which the notice expires. All Charges shall remain payable during the notice period.

- 14.5 Without affecting any other rights or remedies available to it, a party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of these Terms and Conditions which breach is irremediable; or if such breach is remediable the other party fails to remedy that breach within a period of thirty (30) days from the date of a breach notification received under clause 8.5 or clause 9.4 as applicable.
- 14.6 If the Supplier is unable to supply all or substantially all of the Services for a continuous period of more than six (6) weeks, the Provider Partner may terminate the Contract upon not less than two (2) weeks' written notice.
- 14.7 Without prejudice to the other provisions of the Contract, either party may terminate the Contract at any time with or without notice in the event that: (a) the performance of the Contract becomes illegal under Applicable Laws, or if termination is required by any competent Regulatory Authority; (b) the other party has its regulatory permissions withdrawn or amended so it ceases to be appropriately authorised under Regulatory Requirements and is no longer able to carry out its business as foreseen by the Contract; (c) there is evidence of improper or fraudulent behaviour by the other party; or (d) the other party is the subject of an Insolvency Event.
- 14.8 Notwithstanding clauses 18.1 and 18.2, written notice of termination by Provider Partner may be given by e-mail to: contracts@omnicore-solutions.co.uk

15. Consequences of Termination

- 15.1 Upon Expiry or termination of the Contract:
 - 15.1.1 the Supplier shall immediately cease all further supply of the Services;
 - 15.1.2 all rights of access to and use of the Services by the Provider Partner shall immediately and automatically terminate;
 - 15.1.3 the licenses granted pursuant to clause 11.3 shall immediately terminate and each party shall immediately cease the use of the other party's Intellectual Property Rights;
 - 15.1.4 any sums due to the Supplier from the Provider Partner shall become due and payable immediately;
 - 15.1.5 any repayment due to the Provider Partner from the Supplier shall become due and payable immediately;
 - 15.1.6 each party shall cease to use the other party's Confidential Information; and
 - 15.1.7 subject to Applicable Laws and Regulatory Requirements, each party shall, to the extent it is practicable and technically feasible, within a reasonable period of time:
 - 15.1.7.1 return or destroy (at the other party's discretion) all Confidential Information and Personal Data provided to it by the other party, or its Group Companies and their respective Representatives which is in a tangible form (including, without limitation, hard copy documents of any kind) and shall procure the same of any of its Group Companies and their Representatives; and
 - 15.1.7.2 delete or make permanently unusable (at the other party's discretion) all Confidential Information and Personal Data provided to it by the other party or its Group Companies and their respective Representatives which

is stored in electronic form, whether or not on portable devices (including without limitation, portable memory sticks, CDs, and laptop hard drives) and shall procure the same of any of its Group Companies and their Representatives.

- 15.2 Expiry or termination of the Contract shall not affect either party's rights, remedies, obligations or Liabilities that have accrued up to the date of Expiry or termination, under or in relation to the Contract. Any provision of the Contract which expressly or by implication is intended to come into force on or after Expiry or termination of the Contract, shall come into force. Any provision of the Contract which expressly or by implication is intended to remain in full force and effect on or after Expiry or termination of the Contract, shall remain in full force and effect.
- 15.3 Other than as set out in the Contract, neither party shall have any further obligation to the other party under the Contract after its Expiry or termination.

16. Liability and Indemnification

- 16.1 Nothing in the Contract will exclude or limit either party's Liability in respect of: (a) death or personal injury caused by the negligence of that party; (b) fraud (including fraudulent misrepresentation); or (c) any Liability which may not otherwise be lawfully excluded or limited.
- 16.2 Subject to clause 16.1, clause 16.4 and any indemnities expressly provided in this Contract, each party's total aggregate Liability (including interest and costs) in contract, tort (including negligence), for breach of statutory duty, misrepresentation, restitution, or otherwise, arising in connection with its performance or contemplated performance of the Contract, or as a result of the Liable party's negligence or failure to comply with the terms of the Contract, shall be limited in each Contract Year either (a) to the amount of the Charges paid by the Provider Partner in the preceding Contract Year or (b) to the amount of the Charges payable by the Provider Partner in the first Contract Year, where Liability arises in the first Contract Year.
- 16.3 Subject to clause 16.1, clause 16.4 and any indemnities expressly provided in this Contract, neither party shall be Liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for: (a) any loss of revenue, profit, business, anticipated savings, goodwill, reputation, contract, data, use of equipment or process or any wasted management time; or (b) any indirect, economic, special or consequential loss whatsoever.
- 16.4 Clause 16.3 shall not prevent the Supplier recovering: (a) the Charges; or (b) damages calculated on the basis of amounts due but not paid by the Provider Partner as a result of a breach of the Contract by the Provider Partner.
- 16.5 The Supplier shall have no Liability for: (a) damage caused by Provider Partner's errors or omissions in any information or instructions provided to the Supplier; (b) Provider Partner's improper or unauthorised use of the Services and/or Deliverables; (c) delays or failure to supply the Services, to the extent the delay or failure arises from any acts or omissions of the Provider Partner, its Representatives, its infrastructure, including software, network systems and computer systems; or (d) third party services, information, materials, or the content of websites.

- 16.6 Neither party shall be Liable for any failure or delay in performing its obligations under the Contract if and to the extent that such failure or delay is the result of a Force Majeure Event.
- 16.7 Nothing in this Clause 16 will be taken as in any way reducing or affecting a general duty upon a party to mitigate any loss suffered by it.

17. **Dispute Resolution Procedure**

- 17.1 Save that nothing in this clause 17 will prevent a party from taking any actions in relation to the recovery of debts, in the first instance the following procedure shall be followed by the parties in connection with disputes which may arise between them:
- 17.1.1 each party shall nominate a representative who will be authorised to deal with the management, negotiation and settlement of any dispute arising under or in connection with the Contract (“**Nominated Representative**”). Each party may change the identity of its Nominated Representative at any time during the Term of the Contract;
- 17.1.2 each party shall refer any dispute that arises under or in connection with the Contract to its Nominated Representative appointed in accordance with clause 17.1.1, who shall be responsible for the escalation of the dispute within that party’s organisation and shall notify the other party’s Nominated Representative in writing of the reason for the dispute. (“**Dispute Notice**”). Any such notifications shall include a summary of the salient details of the relevant dispute;
- 17.1.3 the parties’ Nominated Representatives shall meet in person or online within fourteen (14) days of the date of a Dispute Notice from the relevant Nominated Representative in order to agree a resolution to the dispute or action(s) required by each party in order to resolve the dispute;
- 17.1.4 if any dispute has not been settled and/or a course of action for its settlement has not been agreed within twenty-eight (28) days of the date of the Dispute Notice, each party’s Nominated Representative shall procure that an alternative senior representative (“**Alternative Senior Representative**”) shall meet in person or online with an Alternative Senior Representative of the other party in order to seek a resolution of such dispute on one separate, further occasion. The parties shall procure that such meeting between each party’s Alternative Senior Representative takes place as soon as reasonably practicable, taking into account the timescale in which the matter in dispute should be resolved so as not to impede the performance of the Contract and in any event within forty-two (42) days of the date of the Dispute Notice;
- 17.1.5 if a settlement does not result from the meeting held between the parties’ Alternative Senior Representatives and in any event within fifty-six (56) days of the date of the Dispute Notice, the parties will attempt to settle their dispute by mediation, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party will (a) serve notice in writing (“**ADR Notice**”) to the other party, requesting a mediation; and (b) send a copy of the ADR Notice to CEDR. The mediation will start no later than thirty (30) days after the date of the ADR Notice. The costs of mediation shall be shared equally between the parties;
- 17.1.6 neither party will commence any court proceedings under clause 20 in relation to the whole or part of the dispute until ninety (90) days after service of the ADR

Notice, provided that the right to issue proceedings is not prejudiced by a delay. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the dispute; and

17.1.7 if the dispute is not resolved within ninety (90) days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of ninety (90) days, or the mediation terminates before the expiration of the said period of ninety (90) days, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 20.

17.2 All periods specified in clause 17.1 shall be extendable by written agreement of the parties.

17.3 Each party shall act in good faith in its attempts to resolve its dispute with the other party.

18. Notice

18.1 Any notice or other document required or permitted to be given under the Contract: (a) shall be in writing and in English; and (b) may be hand delivered, sent by first class, recorded post or other next Business Day delivery service, with a copy sent by e-mail to the e-mail address specified on the Partnership Proposal or any other successor email address provided by the other party from time to time.

18.2 Any notice or other document to be delivered under the Contract shall unless otherwise agreed, be addressed to a director of the recipient party and sent to the registered address or to an address that the recipient party has notified to the other party in writing from time to time.

18.3 Any notice or other document delivered under the Contract shall be deemed to have been received as follows:

- (a) if delivered by hand, on delivery;
- (b) if sent by first class, recorded post or other next Business Day delivery service, on the second Business Day after the date of posting;
- (c) if sent by e-mail, on the date and at the time of transmission, provided an out of office response is not received, in which case deemed receipt shall be on the first following Business Day.

18.4 This clause 18 does not apply to the service of any legal proceedings, or where applicable, any other method of dispute resolution.

18.5 Nothing in this clause 18 shall prevent the use of e-mail for day-to-day communication between the parties, or for matters not requiring formal notice.

19. Miscellaneous

19.1 The rights and remedies provided under these Terms and Conditions are cumulative and not exclusive of any rights and remedies provided by law or otherwise.

19.2 Neither party may assign, transfer, mortgage, charge, sub-licence, sub-contract, delegate, declare a trust or deal in any other manner or otherwise dispose of or encumber the Contract

or any of its rights or obligations under it, in whole or in part, without the other party's prior written consent.

- 19.3 No variation of the Contract shall be effective unless agreed to in writing by each of the parties.
- 19.4 No breach by any party of any provision of the Contract shall be waived or discharged except with the express written consent of the other party.
- 19.5 No failure or delay by any party in exercising any right, power or privilege under the Contract shall operate as a waiver of that right, power or privilege and no single or partial exercise by any party of any right, power or privilege shall preclude any further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 19.6 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.
- 19.7 Any modification to or deletion of a provision or part-provision under clause 19.6 shall not affect the legality, validity and enforceability of the rest of the Contract, which shall remain in full force and effect.
- 19.8 If any provision or part-provision of the Contract is deemed deleted under clause 19.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.9 Nothing in these Terms and Conditions is intended to or shall operate to create a partnership between the parties, nor 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.
- 19.10 Except as expressly stated in these Terms and Conditions, the Contract shall not create nor confer any rights that shall be enforceable by anyone other than the parties to the Contract and, where applicable, their successors and permitted assigns pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.11 The Contract constitutes the entire agreement between the parties on the subject matter of the Contract and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations, contracts, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 19.12 Each party acknowledges that in entering into the Contract it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

20. Governing Law and Jurisdiction

- 20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).