

**TERMS AND CONDITIONS OF SUPPLY**  
**ACTIV**

The Customer's attention is in particular drawn to the provisions of Conditions 6 and 10.

**1. INTERPRETATION**

1.1. The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

**Applicable Data Protection Laws:** (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**Confidential Information:** all information, whether technical or commercial, where the information is identified as confidential at the time of disclosure, or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

**Contract:** the contract between the Supplier and the Customer for the provision of the System incorporating the Specification and these Conditions.

**Customer:** the person, firm or company who purchases a System from the Supplier.

**Customer Data:** all data and/or content uploaded to the System by the Customer, and in all data derived from it, including personal data.

**Customer Personal Data:** any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

**Customer's Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the System and any Support Services.

**EU GDPR:** the General Data Protection Regulation ((EU) 2016/679).

**Initial Term:** a period of 12 months.

**Intellectual Property Rights:** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**Monthly or Annual Cost:** the licence fee referred to in Condition 7.3.

**Party:** a party to the Contract.

**Renewal Term:** has the meaning given in Condition 3.1.

**Specification:** the official documentation outlining the System provided by the Company for the Customer.

**Supplier:** InfoSaaS Ltd, a company registered in England under number 09237183, whose registered office is at 30 Tower View, Kings Hill, West Malling ME19 4UY.

**Support Services:** the services provided by the Supplier under the Contract to assist users of the System.

**System:** the Activ system being supplied to the Customer by the Supplier pursuant to the Contract.

**Term:** the Initial Term and each Renewal Term (as applicable).

**UK GDPR:** has the meaning given to it in the Data Protection Act 2018.

**VAT:** value added tax chargeable under applicable law for the time being and any similar additional tax.

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. A reference to writing or written includes faxes and e-mail.
- 1.4. References to Conditions are to the Conditions of the Contract as set out herein.

## **2. APPLICATION OF CONDITIONS**

- 2.1. These Conditions shall:
  - (a) apply to the provision of the System and Support Services detailed in the Contract; and
  - (b) prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, confirmation of order, acceptance of a quotation, or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.
- 2.2. The Customer is deemed to have accepted these Conditions by:
  - (a) clicking the accept button on the Supplier's website; or
  - (b) signing the Specification; andclicking 'accept' or signing the Specification is a declaration of agreement by the Customer to abide fully by these Conditions.
- 2.3. If the Specification contains any terms or conditions that are inconsistent with these Conditions then in relation to such terms or conditions the Specification shall prevail.

## **3. COMMENCEMENT**

- 3.1. The Contract shall come into force on the date on which the Customer accepts these Conditions in accordance with Condition 2.2 and shall continue thereafter for the Initial Term. Subject to Condition 12.3, following the expiry of the Initial Term the Contract shall automatically renew for successive periods of 12 months (each a "Renewal Term").
- 3.2. The System to be delivered under the Contract shall be provided by the Supplier as soon as is reasonably possible after acceptance of these Conditions in accordance with Condition 2.2.

## **4. ACCESS AND USE**

- 4.1. Subject to payment of all applicable Monthly or Annual Costs set forth in the Specification and these Conditions, the Supplier grants the Customer, during the Term, a non-exclusive, non-transferable right to access and use the System and Support Services solely for Customer's internal business purposes in accordance with the Specification. The Customer shall operate the System in accordance with the Specification and be responsible for the acts and omissions of its agents, subcontractors, consultants or employees in connection with any access or use.
- 4.2. The Customer shall not (directly or indirectly):
  - (a) remove any notice of proprietary rights from the System;
  - (b) modify or reverse engineer any part of the System;
  - (c) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of

any part of the System, attempt to recreate the System or use the System for any competitive purpose;

- (d) copy, modify, translate or otherwise create derivative works of any part of the System;
- (e) sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available the System to or for the benefit of any third party; or
- (f) use the System to infringe on the Intellectual Property Rights, publicity rights, or privacy rights of any third party, or to store defamatory, trade libelous, or otherwise unlawful data.

## **5. SUPPLIER'S OBLIGATIONS AND WARRANTIES**

5.1. The Supplier shall use reasonable endeavours to deliver the System and any Support Services to the Customer in accordance with the Specification in all material respects.

5.2. The Supplier warrants to the Customer that:

- (a) it has full and sufficient right, title and authority to grant the access to the System and provide the Support Services under the Contract for the permitted uses expressed in the Contract;
- (b) it has all and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract;
- (c) the provision of the System and the provision of the Support Services will be performed in accordance with all applicable laws and regulations and with all reasonable care and skill; and
- (d) the disclosure and delivery of any information, documents and other materials, and use thereof, as contemplated by the Contract, the use of the System or provision of the Support Services, will not knowingly infringe or violate any Intellectual Property Rights or right of confidentiality of any third party.

5.3. The Supplier's warranties under Condition 5.2 shall not apply to Systems modified or used by the Customer otherwise than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

5.4. The Supplier does not warrant that:

- (a) the Customer's use of the System will be uninterrupted or error-free; or
- (b) the System, Specification and/or the information obtained by the Customer through the System will meet the Customer's requirements.

5.5. The Supplier is providing the System and Support Services at the Customer's request and the Customer is responsible for verifying that the information it provides to the Supplier is correct. The Supplier will not be liable for any Systems or Support Services which are incorrect as a result of information provided by the Customer.

## **6. CUSTOMER'S OBLIGATIONS**

6.1. The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the delivery of the System and any Support Services;

- (b) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the System and conforms to all relevant standards or requirements;
  - (c) not use the System for any other user except for the Customer without the Supplier's express written authorisation. Any such unauthorised use shall be a material breach of the Contract.
- 6.2. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 6.3. The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, abuse, misuse and/or modification of the System (including negligent misuse or modification), subject to the Supplier confirming such costs, charges and losses to the Customer in writing. This does not affect the Supplier's rights in respect of any claim for breach of contract or delay in performance by the Customer.

## **7. CHARGES AND PAYMENT**

- 7.1. In consideration of the delivery of the System and any Support Services by the Supplier, the Customer shall pay the Monthly or Annual Cost as set out in the Customer's payment plan in the Specification without deduction or set-off.
- 7.2. All Monthly or Annual Costs set out in the Specification or other contract exclude VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.3. The Customer's payment plan (as referred to in Condition 7.1) for the System shall comprise a Monthly or Annual Cost, the amount of which shall depend upon the Specification.
- 7.4. The Monthly or Annual Cost may be reviewed and increased by the Supplier with effect from 1 January in any calendar year provided that the Supplier has given the Customer at least one month's prior written notice of such proposed increase. Each individual increase applied will be limited to the higher of 5% or UK RPI (as published in the month prior to the notification of the increase).
- 7.5. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
  - (a) charge interest on such sum after 30 days from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest within 7 days of demand for payment.
  - (b) suspend the System and all Support Services until payment has been made in full.
- 7.6. Time for payment is of the essence. For the avoidance of doubt the failure of the Customer to make payment in accordance with these provisions shall be a material breach of the Contract.
- 7.7. All sums payable to the Supplier under the Contract shall become due immediately on its termination despite any other provision.
- 7.8. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

## **8. INTELLECTUAL PROPERTY RIGHTS AND THE SYSTEM SOFTWARE**

- 8.1. Except for the rights granted in this Contract, all rights, title, and interest in and to the Intellectual Property Rights in the System and Specification are hereby reserved by the Supplier, its affiliates or licensors. Except as provided for herein, all rights, title, and interest in and to the Customer's Intellectual Property Rights are hereby reserved by the Customer, its affiliates or licensors. Nothing in this Contract shall (a) transfer ownership of any Intellectual Property Rights from one Party to the other, or (b) provide either Party a right to use the other Party's trade names, logos, or trademarks.
- 8.2. The Customer owns all right, title and interest in all Customer Data. Nothing in this Contract shall be construed to grant the Supplier any rights in Customer Data beyond those expressly provided herein. The Customer grants the Supplier the limited, non-exclusive right to view and use the Customer Data solely for the purpose of providing the System.

## **9. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

- 9.1. Each Party to the Contract shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 9.2. Either Party may disclose Confidential Information:
  - (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Party's obligations under the Contract; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
- 9.3. Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 9.
- 9.4. Neither Party shall use Confidential Information for any purpose other than to perform its obligations under the Contract.

## **10. LIMITATION OF LIABILITY**

- 10.1. This Condition 10 sets out the extent of the Parties' liability under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) in respect of:
  - (a) any breach of Contract;
  - (b) any use made by the Customer of the System and Support Services or any part of them; and
  - (c) any representation, statement or tortious act or omissions (including negligence) arising under or in connection with the Contract
- 10.2. Except as expressly and specifically provided in this Contract:
  - (a) the Customer assumes sole responsibility for results obtained from the use of the System and the Support Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the System, or any actions taken by the Supplier at the Customer's direction;

- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and
  - (c) the System, Support Services and the Specification are provided to the Customer on an "as is" basis.
- 10.3. Nothing in these Conditions limits or excludes the liability of either Party:
  - (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation; or
  - (c) for any liability as a result of any of the conditions as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 10.4. Subject to Condition 10.2 and Condition 10.3:
  - (a) Neither Party shall be liable for any special, indirect, consequential or pure economic loss, loss of profit, costs, damages, charges or expenses, nor any loss of, theft of, damage to, or corruption of, the Customer's data and/or documents; and
  - (b) The Parties' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to an amount equal to 12 months' Monthly or Annual Costs (as set out in the Specification).
- 10.5. The limitations of liability set out in Condition 10.4 shall not apply in respect of any indemnities given by either Party under this Agreement.
- 10.6. Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights
- 10.7. The limitation of liability set out in Condition 10.4 shall not apply in respect of Conditions 5.3, 6.2 and 6.3 which are expressly excluded from this provision

## **11. DATA PROTECTION**

- 11.1. For the purposes of this Condition 11, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Applicable Data Protection Laws.
- 11.2. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency.
- 11.3. Personal data relating to the Customer's employees, clients and/or suppliers may be processed on behalf of the Customer by the Supplier for the purposes of, and for the duration of, the delivery of the System and Support Services.
- 11.4. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Condition 11.4 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.
- 11.5. The Customer remains legally responsible for the processing of any personal data carried out by the Supplier in relation to the delivery of the System and Support Services, and shall not instruct the Supplier to process personal data where the Customer does not have a secure basis in law to process that data. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of this agreement.
- 11.6. The Supplier shall at all times process personal data in relation to the delivery of the System and Support Services only on documented instructions from the Customer, which

shall be to process the Customer Personal Data for the purposes set out in the Supplier's privacy policy and in accordance with the Applicable Data Protection Laws, unless required to do so by law.

- 11.7. The Supplier shall have in place appropriate technical and organisational security measures that protect any personal data it is contracted to process on behalf of the Customer from unauthorised or unlawful processing, accidental loss, destruction or damage.
- 11.8. The Supplier shall assist the Customer in ensuring compliance with Applicable Data Protection Laws in relation to security of personal data, the notification of personal data breaches and data protection impact assessments.
- 11.9. The Supplier shall have in place appropriate measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights in relation to their personal data.
- 11.10. The Supplier shall ensure that anybody authorised to process any personal data has committed themselves to maintain its confidentiality.
- 11.11. Subject to Condition 11.12, the Supplier shall not share any personal data that is processed by the Supplier in relation to the delivery of the System and Support Services with any third party without the prior written permission of the Customer or process personal data on behalf of the Customer in any way or for any purpose that has not been instructed and authorised by the Customer.
- 11.12. The Supplier uses secure UK data centres with ISO27001 certification as sub-processors in relation to the delivery the System. The Customer shall authorise the use of the above sub-processors to process personal data on behalf of the Supplier in relation to the delivery of the System. The Supplier shall impose the same data protection obligations contained in this Condition 11 on the sub-processors by way of a binding contract.
- 11.13. Where the Supplier transfers personal data processed on behalf of the Customer to any territory outside the United Kingdom, the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner's Office from time to time (where the UK GDPR applies to the transfer).
- 11.14. The Supplier shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Condition 11 and allow for and contribute to audits, including inspections, conducted by the Customer (or another auditor mandated by the Customer) at the Customer's expense.
- 11.15. The Supplier shall, at the choice of the Customer, delete or return any personal data processed on behalf of the Customer to the Customer after the end of the provision of System and Support Services, and delete any existing copies.
- 11.16. The Supplier shall notify the Customer without undue delay after becoming aware of a security incident relating to any personal data processed on behalf of the Customer.
- 11.17. The Customer acknowledges and agrees that the Supplier may use the Customer's name and company logo in its marketing materials unless the Supplier is advised to the contrary in writing by the Customer at any time.
- 11.18. The Supplier shall have access to the Customer's System in order to provide Support Services and may collect and use technical information from the Customer's System for those purposes.

## 12. TERMINATION

- 12.1. Without prejudice to any other rights or remedies which the parties may have, either Party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- (a) the other Party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
  - (b) the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
  - (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
  - (d) the other Party takes any action, or any third party takes any action in relation to the other Party, or its assets, which leads the Party seeking to terminate the Contract pursuant to this Condition 12 reasonably to believe that the other Party may be insolvent, may become insolvent, or may be or become the subject of insolvency-related proceedings of any nature whatsoever;
  - (e) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 12.1(c); or
  - (f) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.2. The parties acknowledge and agree that any breach of Condition 7.1 shall constitute a material breach for the purposes of this Condition 12.
- 12.3. Either Party may terminate the Contract by giving the other Party at least three months' written notice following the expiry of the Initial Term. Prior to the end of such notice period, the Customer shall retrieve all of its data from the System and notify the Supplier in writing when it has done so.
- 12.4. On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Systems and Support Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
  - (b) subject to Condition 12.4(c), the Customer shall be entitled to export all of its records from the System;
  - (c) the Supplier shall disable the System and thereafter the Customer shall cease to have access to the System;
  - (d) the Supplier will delete the System 12 months after termination or upon written request from the Customer to do so;
  - (e) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.5. On termination of the Contract (however arising) the following Conditions shall survive and continue in full force and effect:



- (a) Condition 9;
- (b) Condition 10;
- (c) Condition 12; and
- (d) Condition 22;

### **13. FORCE MAJEURE**

Neither Party shall be liable to the other if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

### **14. VARIATION**

14.1. The Supplier may, from time to time and without notice, change the System and Support Services in order to comply with any applicable safety and/or statutory requirements, and, subject to giving the Customer notice (which in this instance shall include electronic means including notification posted on the System), make changes which, in the reasonable opinion of the Supplier, enhance the nature and scope of the System and Support Services.

14.2. The Supplier may make changes to these Conditions from time to time. If the Supplier makes a material change to any of these Conditions, the Supplier shall inform Customer by e-mail to the Customer's e-mail address(es) designated by Customer in writing as a contact for notifications from the Supplier, or through a banner or other prominent notice within the System. If the Customer does not agree to the change, the Customer must so notify the Supplier by e-mail within thirty (30) days after the Supplier's notice. If the Customer so notifies the Supplier, then the Customer will remain governed by the most recent Conditions applicable to the Customer until the end of the then-current Term and the updated Conditions shall apply upon the commencement of the subsequent Renewal Term.

### **15. WAIVER**

A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

### **16. SEVERANCE**

16.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **17. ENTIRE AGREEMENT**

- 17.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.2. 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 for breach of contract.

## **18. ASSIGNMENT**

- 18.1. The Customer shall not, without the prior written consent of the Supplier (which shall not be unreasonably withheld), assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.
- 18.2. The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 18.3. Each Party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

## **19. NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute either Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

## **20. RIGHTS OF THIRD PARTIES**

A person who is not a Party shall not have any rights under or in connection with it.

## **21. NOTICES**

- 21.1. Unless expressly stated otherwise in this Contract, any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier, or by e-mail, to the other Party.
- 21.2. Any notice or other communication required to be given under the Contract shall be deemed to have been duly received if delivered personally, when left at the address specified for that Party in the Specification or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if delivered by e-mail, on the date and time specified on the electronic delivery receipt and/or read receipt received by the sender in respect of such e-mail.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1. 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.
- 22.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).