

# SERVICE AGREEMENT

First Party: **"Client"**

Name:

Address:

Second Party: **"Supplier"**

Name: VitrX Ltd

Address: The Chapel  
Grenville Court  
Britwell Road  
Burnham, Bucks  
SL1 8DF

Start Date:

References: 240320/A

## DEFINITIONS

**"Agreement"**

means this Master Services Agreement ("MSA") including anything attached to it.

**"Confidential Information"**

mean all of the confidential, proprietary and trade secret information of any party to this Agreement including its employees, agents, contractors or customers, howsoever arising. Such Confidential Information includes:

- (a) Product information, including source code and other software information, know-how, inventions, technical information, procedures, computer programs and systems, techniques, product data, designs and specifications, research and product development results;
- (b) Business information, including marketing and sales methods, plans and strategies, cost information, profits, sales and other accounting and financial information;
- (c) Employee information, including salaries, benefits, addresses, skills, strengths and weaknesses;
- (d) Customer lists and information, including the names, addresses, phone numbers and all other information regarding each and every client and customer;
- (e) Product, material and service supplier lists and information, including the names, addresses, phone numbers and all other information regarding every agent, contractor supplier or provider of products, materials or professional or non-professional services.
- (f) Any other information that, by its very nature, ought reasonably to be treated as confidential.

The foregoing definition shall not be construed as restrictive or limiting in any manner and shall be given the broadest meaning possible.

**"Deliverables"**

means all of the Products, Services and supporting materials, both tangible and intangible, that Supplier delivers to Client as a consequence of fulfilling Client's work orders.

**"Incident"**

means an event or series of events connected together, which might reasonably be treated as a single occurrence for the purpose of providing Services.

**"Insolvency"**

means any act whereby either Party ceases or threatens to cease to carry on business or executes any assignment for the benefit of creditors, or makes a composition with creditors, or suffers the appointment of a receiver, administrative receiver or administrator of the whole or a substantial part of its assets or undertaking, or whereby an order is made or notice issued calling a meeting of its shareholders to consider the passing of a resolution for, or a resolution is passed for its winding up, other than for the purpose of amalgamation or reconstruction, or if any distress or execution is levied on the effects of the said Party or any judgement remains unsatisfied for a period of **21 days**.

**"Partial Loss"**

shall have the same meaning as the term "Total Loss", but in relation only to one or more items or some part or parts of the Equipment as opposed to all Equipment.

**"Personnel"**

means the employees, agents and contractors of a Party to this Agreement.

<b>“Products”</b>	means the technological hardware, software and peripheral devices described in any SOW or Client order attaching to this Agreement including all component parts, accessories, additions, alterations and replacement parts thereto that are not capable of removal without causing damage to or reducing the value of the Products as originally supplied and those component parts, accessories, additions, and alterations required by law.
<b>“Prime Operating Period”</b>	means the hours of operation during which the Parties shall conduct business, including the supply of Deliverables, the issuing of notices and access to premises.
<b>“Records”</b>	means the information pertaining to Products & Services including designs, technical drawings and schematics, plans, bills of materials, receipts, schedules of works, purchase orders, sales orders, despatch notes, repair orders, asset registers, reports, correspondence, minutes and such other information pertaining to the Products & Services.
<b>“Services”</b>	means all the services that Supplier is called upon to supply to Client, as described in a Statement of Work (“SOW”) attached to this Agreement, including hardware, software and network design, build, implementation and administration, maintenance, connectivity, technical support, consultancy, training, audit, asset tracking, equipment assembly, hardware and software configuration, testing, delivery and installation, repair, refurbishment, re-deployment, disposal, finance, insurance and such other ancillary services as Client may request and Supplier agrees to supply.
<b>“Site”</b>	means the premises notified by Client at which Deliverables are to be delivered.
<b>“Statement of Work” (“SOW”)</b>	means any work schedule, whether or not headed “Statement of Work” attaching to this Agreement that the Parties mutually agree adequately describes the type and specification of the Services to be delivered to Client, including the manner and time in which Products are delivered and Services rendered.
<b>“Term”</b>	means the period during which the terms and conditions of this Agreement are current and enforceable, save for any exceptions given in this Agreement.
<b>“Total Loss”</b>	means any loss, theft, seizure, confiscation or destruction of all (but not any part or single item only) of the Equipment on an applicable schedule or any damage thereto which in the insurer’s opinion may not be economical to repair.

#### INTERPRETATION

Save as otherwise given in this Agreement: (a) headings are for convenience only; (b) references to a clause, appendix, schedule or paragraph are references to the same in this Agreement; (c) statutes referenced herein include amendments; (d) singular words include the plural and vice versa; (e) gender words mean all genders; (f) “person” includes any individual, group or organisation; (g) an obligation on a Party includes an obligation to procure the same; (h) “includes” or “including” are to be construed without limitation; (i) the provisions of this Agreement shall prevail over all other writings of agreement relating to the subject matter contained herein.

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1) Scope

- a) **Supplier**, together with its principals, subsidiaries and affiliates is a supplier of Products & Services to businesses and private individuals. This Agreement governs the standards and the manner in which Supplier supplies Products and renders Services to its Clients’ orders.
- b) Any addenda arising from the business activities of Supplier and its Clients are deemed to incorporate these Terms & Conditions as if fully set forth therein. In the event two or more such writings shall have contradictory terms and conditions, precedence shall be given in chronological order to the last such writing jointly signed by the Parties.
- c) All orders for Products & Services issued by Client are subject to approval by Supplier and in accordance with the specifications issued with the order to the extent that it does not contradict the specifications issued by a manufacturer or third Party vendor.
- d) Where required, Supplier shall execute jointly with Client a written SOW accurately specifying the nature of the Products to be supplied, the Services to be performed and the means by which performance is to be measured prior to the provision of each and every Client order. All specifications contained in the SOW are based solely upon information provided by the Client unless otherwise expressly agreed by Supplier. When required, Supplier shall assist Client with the drafting of supplemental SOWs, each of which, upon signing, shall be governed by these Terms & Conditions.
- e) Upon the written acceptance of an order from Client, Supplier shall promptly provide such Products & Services within the timescales and to the standards agreed with the Client.

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- f) The Prime Operating Period for the provision of Products & Services will be **9.00am to 5.30pm, Monday to Friday**, excluding statutory holidays or such other holidays as the Parties shall mutually agree for convenience.
  - g) Supplier shall employ such Personnel as it sees fit to supply Products & Services in order to honour its obligations to the Client. Supplier shall not be relieved of any of its obligations to the Client by employing agency Personnel and shall always be responsible and liable to the Client for the conduct of all its Personnel.

## 2) Commencement & Interruption of Services

- a) Supplier shall commence the delivery of Products & Services on the agreed date where possible. The Start Date for this Agreement is the date given above or the first date on which Products were delivered or Services rendered, whichever is the earliest.
- b) Temporary interruptions may occur as normal and reasonable events in the provision of Products & Services. Supplier agrees to exercise reasonable care to prevent such occurrences.
- c) Supplier may have no control over third party products or services that Client may use or access in connection with Products & Services issued by Supplier, and shall not be accountable for them.

## 3) Acceptance of Deliverables

- a) Unless otherwise expressly agreed by the Parties, all Deliverables are supplied to Site. Multiple Sites may be elected by prior written agreement.
- b) Upon receipt of Deliverables, the Client agrees to satisfy itself by inspection that Deliverables are satisfactory. Inspection shall be completed promptly and in any event no later than **7 days** after delivery of Deliverables. Deliverables shall be deemed accepted by Client unless Client provides Supplier, within the inspection period, a written notice specifying all defects or discrepancies in the quality or quantity of Deliverables.
- c) Risk of loss or damage shall pass from Supplier to Client upon delivery of Deliverables, whether inspected or not. For Deliverables that are capable of being shipped by freight, the choice of carrier, shipping method and route shall be at Supplier's discretion. Supplier shall have the right to deliver all Deliverables covered hereby at one time or in partial shipments from time to time within the agreed time for delivery.
- d) Supplier hereby warrants, at full replacement value, the Deliverables from point of supply to point of delivery, after which risk and liability passes to Client. During Supplier's warranty for Deliverables, Supplier indemnifies Client against liability for loss or damage caused by Deliverables including injury, death, disease or physical damage or loss whether to persons or property. Such indemnification shall not include the negligent acts and omissions of the Client and other third parties.
- e) Client may return Deliverables only with Supplier's consent, not to be unreasonably withheld. Upon confirmation of a consent to return Deliverables, Client shall return Deliverables C.I.F. in the original packaging and in good condition (fair wear and tear excepted) to such premises as Supplier shall reasonably specify. Upon receipt of Deliverables in good order, compliant with this **Clause 3**, Supplier shall reimburse Client all monies properly due.

## 4) Products Exterior to these Terms & Conditions

- a) Save for Deliverables supplied by Supplier under these Terms & Conditions, all other products shall be exterior to these Terms & Conditions and shall be without risk or liability to Supplier, save as may be expressly given under a Statement of Work attaching to these Terms & Conditions.
- b) Client warrants that:
  - i) exterior products satisfy any laws currently in force concerning the use, build and quality of such products;
  - ii) Client holds licences for intellectual property it uses or requires Supplier to use in the supply of Products & Services;
- c) Client indemnifies Supplier against any liability and all reasonable costs (including legal fees) in respect of exterior products.

## 5) Rescheduling and Cancellation of Orders

- a) Client may reschedule or terminate any order for Services upon **fourteen days** prior written notice to Supplier. However, upon rescheduling or termination, Client shall pay all expenses, fees, and liabilities reasonably incurred by Supplier as a direct result of rescheduling or cancellation.
- b) If Client requests an accelerated delivery or performance date, Supplier will endeavour to meet such requests without obligation. If Client requests a delayed delivery or performance date, the rescheduled date may not be greater than **sixty days** later than the original date.
- c) If Client provides false or inaccurate information which is required for the provision of Products & Services or that which is necessary to allow Supplier to invoice Client for Products & Services, and such condition continues without remedy for **thirty days**, Supplier may terminate the Client's order without liability and Client shall pay all charges and liabilities due up to the time the order was terminated.

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## 6) Termination

- a) Either Party may terminate these Terms & Conditions, together with all works orders and the trading agreements between the Parties ("Termination"):
  - i) Immediately upon **three months** prior written notice without fault;
  - ii) Immediately upon **thirty days** prior written notice if the other has persistently or substantially breached any of its obligations, which is material to the essential purpose of these Terms & Conditions and has failed to remedy the breach within **thirty days** of notice;
  - iii) Immediately upon **thirty days** prior written notice if a Party can demonstrate a conflict of interest genuinely capable of causing actual damages;
  - iv) immediately upon **seven days** prior notice if the other fails to pay any charge, including taxes, when due and such condition continues without remedy for a period of **thirty days**;
  - v) Immediately and without notice if the other commits an act of insolvency.
- b) Where an event described in **Sub-Clauses 6)a)** occurs:
  - i) Each Party shall, at its own expense, promptly return to the other any and all property of the other in its possession or control to such address as the other shall reasonably specify in writing.
  - ii) If either Party fails to return the other Party's property within **thirty days** of Termination, then the injured Party may immediately, without further notice, re-possess its property and with the supervised consent of the other for that purpose, to enter upon the other's premises during the Prime Operating Period;
  - iii) The other shall ensure that any receiver, administrator or liquidator appointed is made aware of the injured Party's interest in property, Confidential Information and Deliverables supplied prior to Termination;
  - iv) The other shall pay the balance of charges properly due to the earliest date on which Termination could lawfully be applied;
- c) Deliverables supplied to Client for which payment has not been made shall be returned in the condition first received.
- d) In the event that Client requests Supplier to collect Deliverables, and Supplier so consents, Supplier shall charge, and Client shall pay, such reasonable charges as Supplier shall incur to extract, package and transport the Deliverables to the premises of Supplier. Supplier may additionally charge, and Client shall additionally pay, the full cost of repair or replacement of all Deliverables that fail to satisfy the conditions specified in **Sub-Clause 6)c)** of these Terms & Conditions.
- e) Termination shall not prejudice the rights and remedies of either Party and will not be without liability for any loss or damage by the other in default.

## 7) Payment and Charges

- a) Client shall pay Supplier the agreed charges due for Deliverables supplied to order. The charges will be those specified by Supplier in any price list or quotation notified to, and accepted by, Client in writing.
- b) Invoices are due and payable no later than **30 days** from the date of invoice (the "Due Date")
- c) All payments shall be in **British Pounds Sterling (ISO code GBP)** or such other currency as mutually agreed by the Parties in writing. All credit memos issued by Supplier shall permanently expire **one year** from the date of issuance. Payments shall be made by bank transfer. In the event payment is made by an alternative means, this will be at Client's risk.
- d) Any authorised early payment discounts must be taken at the time of invoice payment and will be calculated from the invoice date to the date payment is received by Supplier.
- e) The Client's outstanding unpaid balances shall be subject to administration and interest charges, which combined shall be equivalent to **2% per month** of the outstanding balances compounded month to month. Client shall also pay Supplier's cost of collection (including reasonable legal fees) of any Deliverables for which payment has not been made.
- f) Payments received may be applied by Supplier against any obligation owed by Client to Supplier. Supplier may repossess Products, suspend Services, discounts, warranties or liability and refuse or delay the provision of Deliverables if Client fails to pay promptly any payments due to Supplier.

## 8) Prices & Taxes

- a) The prices for Products & Services are those quoted to, and accepted by, Client in writing.
- b) Unless otherwise specified, the prices of all Deliverables are Free On Board ("F.O.B.") point of origin and all Products & Service prices are exclusive of power, premises fixtures and fittings, travel, accommodation and such other ancillary costs as may arise from time to time in the provision of Products & Services.
- c) Written quotations are valid for **fourteen days** from the date of issuance. Supplier may modify the price or cancel the quotation of Deliverables ordered by Client but not yet supplied by Supplier if Supplier's actual costs for such Deliverables have materially altered. In such an event, Supplier shall promptly notify Client in writing of any price change and Client may cancel any outstanding order by written notice given within **seven days** of receipt of such notice.

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- d) Notwithstanding the foregoing, Client shall pay all damages and expenses that are incurred by Supplier or assessed against Supplier by third Parties as a consequence of such cancellation. If Client accepts the revised price, Client agrees to pay such modified price in accordance with these Terms & Conditions.
  - e) Client is responsible for all preparation costs to receive Deliverables. Prices do not include sales or use taxes, services, excise, tariffs, duties or similar taxes or charges ("Tax Liabilities") all of which Client shall pay unless Client has valid tax exemption certificates issued by the local taxing authority.

## 9) Title

- a) Title to Deliverables supplied to Client shall not pass to Client until:
  - i) Supplier, either as owner or agent of the vendor has agreed in writing to sell such Deliverables to Client;
  - ii) Supplier's bank account has been credited with payment in full by Client for such Deliverables.
- b) In all other circumstances, the rights, titles and interests vested in Deliverables supplied by Supplier shall not pass to Client at any time, nor shall Client exercise a lien over them.
- c) Client's interest in any Deliverables and warranties obtained from third Party manufacturers and vendors shall be determined in accordance with the conditions and policies of such third Parties.

## 10) Access, Health & Safety

- a) Client shall ensure Supplier has reasonable access to the Sites at which Deliverables are to be received.
- b) Client is also responsible for the health and safety of all Personnel attending the Sites for whatsoever reason. Client will ensure that the working environment of the Sites complies with all health & safety regulations currently in force issued by any authority of competent jurisdiction.
- c) Client warrants that it will use all reasonable endeavours to keep Personnel free of any toxic substances, defective plant, machinery or building structures and any hazardous environment that places Personnel at risk.

## 11) Accountability

- a) Supplier shall keep Records of the Products & Services it provides Client.
- b) Supplier shall permit Client or its appointed representative, by prior appointment made at least **two working days** beforehand, access to the Records and with the supervised consent of Supplier for that purpose to enter upon premises owned by Supplier during the Prime Operating Period.
- c) Client shall be entitled to examine the Records and to make copies of them for its own use at any time provided Client continues to honour its obligation of confidentiality.

## 12) Warranties given by Supplier

- a) Supplier warrants and undertakes that:
  - i) The Products supplied will meet the specification of the vendors;
  - ii) The Services provided will be performed to the standards agreed in writing with Client and in any event with all reasonable skill, diligence and care;
  - iii) Supplier shall make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Services to Client and Supplier shall ensure that the Personnel charged to perform the Services are competent, either through qualification or experience, to perform those Services and that any equipment employed in the provision of Services is operated by properly skilled and trained Personnel in a careful and proper manner.
  - iv) Supplier shall observe the terms of all licences concerning the use of intellectual property that Client requires Supplier to use and shall indemnify Client against any wilful breach by Supplier thereof.
  - v) Supplier shall be liable to Client alone for loss, theft, destruction or damage caused to Client's property by the wilful negligence or faulty workmanship of Supplier and its Personnel for the full replacement value and for death of or personal injury caused by the negligence of Supplier without limit;
- b) Save as may be expressly given here or under an attached addenda:
  - i) In no event shall Supplier be liable to Client or any other party for any special, incidental, consequential or punitive damages of any kind, including loss of profits, loss of income or cost of replacement Products & Services.
  - ii) Except in respect of such liability as Supplier has accepted herein and excluding liability of breach of any confidentiality obligation, Supplier's total liability under these Terms & Conditions for faulty Products or for the interruption of Services, for mistakes, omissions, delays, errors and defects in the provision of Products & Services shall not exceed an amount equal to the pro rata charges to Client for replacement Products or the period during which the Services were affected.
- c) EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS & CONDITIONS OR AN ATTACHED ADENDA, ALL DELIVERABLES SUPPLIED BY SUPPLIER ARE SUPPLIED "AS IS" AND SUPPLIER HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE. SUPPLIER MAKES NO WARRANTY THAT THE DELIVERABLES ORDERED BY CLIENT SHALL MEET CLIENT'S REQUIREMENTS, OR THAT THE DELIVERABLES DELIVERED SHALL BE UNINTERRUPTED, TIMELY, SECURE OR FAULT FREE; NOR DOES SUPPLIER MAKE

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ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DELIVERABLES. CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA OBTAINED THROUGH THE PROVISION OF THE DELIVERABLES IS DONE AT CLIENT'S OWN RISK, AND THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT THAT RESULTS FROM THE USE OF SUCH MATERIAL AND/OR DATA.

- d) SUPPLIER MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE DELIVERABLES AND CLIENT UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CLIENT'S OWN RISK.
- e) SUPPLIER DOES NOT MAKE, AND NO ONE HAS AUTHORITY TO MAKE ON BEHALF OF SUPPLIER, ANY ADVICE, WARRANTY, INDEMNITY OR UNDERTAKING EXCEPT THOSE EXPRESSLY GIVEN IN THIS AGREEMENT.

### 13) Warranties Given by Client

- a) Client represents and warrants that:
  - i) all specifications it gives to Supplier shall be accurate and complete;
  - ii) it owns or has the right to use any intellectual property contained in its specifications provided to Supplier and its Personnel. Client agrees to indemnify and hold Supplier and its Personnel (which Parties shall be 3<sup>rd</sup> Party beneficiaries of this Clause) harmless from any third Party claim as to any such intellectual property rights that may arise out of Client's specifications, including reasonable legal fees.
- b) The foregoing indemnifications are conditioned on the indemnified Party giving the indemnifying Party:
  - i) prompt written notification of the claim or action;
  - ii) control and authority over the defence or settlement thereof, except that indemnified Party will have the right to participate at its own expense;
  - iii) all reasonable information and assistance, as well as the authority to settle and/or defend any such claim or action, provided that indemnified Party must approve any settlement in writing, which approval it will not unreasonably withhold.

### 14) Status of the Parties

- a) Supplier represents and warrants that it is an independent, non-exclusive contractor supplying offerings to two or more Clients. Therefore, in accordance with the mutual intentions of the Parties, these Terms & Conditions establish between Client and Supplier a non-exclusive, independent contractor relationship, and these Terms & Conditions will be interpreted in the light of that relationship. There is no intention to create an employer-employee relationship, a joint venture, a merger, an agency or any other alternative form of relationship.
- b) Neither Party's Personnel will be, or deemed to be, employees of the other for any purpose whatsoever, and neither Party will have a duty, liability or responsibility for the acts or omissions of the other's Personnel.
- c) Neither Party's Personnel will be eligible to participate in any of the other's employee programs, and the only consideration due by either Party is the consideration specified in this Agreement.
- d) No one assigned to perform work hereunder shall have authority to bind either Party to contracts or to incur any other obligations on behalf of the other Party without an express written authority to do so, duly signed and authorised by an executive officer of the Party so bound.

### 15) Non-Solicitation / Non-Compete

- a) During the currency of this Agreement and for a period of **six months** thereafter, each Party agrees not to solicit or contact any party who was an employee, agent, contractor, client or customer of the other in any capacity or for any party, for the purpose of or in any manner related to, the procurement, supply, sale, lease, hire or license or other disposition of any product of the nature of, or performing the same function as, any product distributed by the other, or for providing any service similar to that provided by the other or its Personnel or for soliciting the employment of any person connected to the or engaging in a business in competition with the other.

### 16) Confidentiality

- a) Each Party ("Recipient") that receives Confidential Information from the other ("Discloser") acknowledges that all Confidential Information gives a person a competitive advantage in the marketplace and is subject to reasonable efforts by its Recipient to maintain the confidentiality of the disclosures under the circumstances. Therefore each Party hereby agrees that, unless otherwise required by law:
  - i) To keep all Confidential Information secret and in the strictest confidence and not, directly or indirectly, use, publish, disclose, authorise the use, publication or disclosure of, or assist any third party in using, publishing or disclosing any Confidential Information, except with the prior written consent of the Discloser. Upon the termination of this Agreement, howsoever arising, each Recipient of Confidential Information agrees to immediately deliver up to the Discloser all materials, in any form, in its possession or under its control containing any Confidential Information of the Discloser and shall, upon the Discloser's request, certify under penalty of perjury that the Recipient has performed such obligation.

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- ii) A Recipient's obligations to keep Confidential Information in confidence, as provided for in this Agreement, shall remain in effect during the currency of this Agreement and shall continue in effect beyond the life of this Agreement, without exception, until the Recipient of Confidential Information can reasonably demonstrate that such item of Confidential Information was either made public through no fault of the Recipient or was lawfully obtained by the Recipient without a breach of duty of confidentiality.

#### **17) Headings**

The headings in these Terms & Conditions are used for the convenience of the Parties only and shall not affect the construction or interpretation of these Terms & Conditions. Any clerical errors are subject to correction.

#### **18) Force Majeure**

- a) Save for the payment of properly due charges, neither Party shall be liable for any delays in delivery or failure to perform its obligations due to any cause outside of its reasonable control including acts or omissions of the other Party or of a third Party, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labour, equipment, materials or supplies. In the event of any such delay, the date of delivery or performance shall be extended for a reasonable period of time, or the delivery or performance may be cancelled by mutual consent of the Parties

#### **19) No Waiver**

- a) No delay, indulgence or failure by either Party to exercise or enforce at any time any right or provision of these Terms & Conditions shall be considered a waiver thereof or of its right thereafter to exercise or enforce each and every right and provision of these Terms & Conditions. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

#### **20) Entire Terms & Conditions**

- a) These Terms & Conditions, together with any writings attached to it, constitutes the entire Agreement between the Parties relating to the subject matter contained herein and supersedes all prior oral, written and all contemporaneous oral negotiations, commitments and understandings between the Parties.
- b) The Parties hereby warrant and agree that any Terms & Conditions that either Party may issue to the other that contain contradictory obligations to these Terms & Conditions are for the convenience of the issuing Party, that the Parties shall be bound absolutely by these Terms & Conditions only and that all such contradictory Terms & Conditions shall be void.
- c) Nothing in these Terms & Conditions shall exclude or limit either Party's liability for fraudulent misrepresentation. No addition to or variation of any provision of these Terms & Conditions or of any proposal will be binding upon the Parties unless made in writing and signed by both Parties.

#### **21) Notices**

- a) All notices in connection with these Terms & Conditions shall be in writing and will be deemed to have been properly served **five days** after posting by recorded first class post to the intended Party at the address first notified to the other.

Electronic records, electronic mail, facsimile or electronic signatures or other reliable means of authentication ("Electronic Correspondence") transmitted by a Party ("Transmitter") to the other shall equally serve as a means of providing Notice and shall equally be effective to bind the Transmitter to the subject matter, signifying assent to, or modification of, these Terms & Conditions.

#### **22) Severability**

- a) In the event any provision of these Terms & Conditions is, to any extent, invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of these Terms & Conditions shall not be affected thereby and shall continue in full force and effect.

#### **23) Injunctive Relief**

- a) Each Party acknowledges that it would be extremely difficult to measure the amount of damages to the other arising from a breach or threatened breach of any provision of these Terms & Conditions, and that money damages would be an inadequate remedy. Each Party agrees that the other shall be entitled to temporary and permanent injunctive relief to restrain the defaulting Party from any such breach or threatened breach.

**24)** Nothing in these Terms & Conditions shall be construed as preventing either Party from pursuing any of the remedies available to it for a breach or threatened breach of any provision of these Terms & Conditions, including the recovery of monetary damages and recourse to the courts. **Jurisdiction & Governing Laws**

a) **Compliance:** The Parties hereby warrant that they shall each comply with all laws pertinent to the territory in which they are domiciled and where business is to be conducted.

b) **Jurisdiction:** These Terms & Conditions shall be governed and construed in accordance with the laws of **England** (“Jurisdiction”). All unresolved disputes arising there from shall be determined by the courts of **England** and the prevailing Party shall be entitled to reasonable legal fees and other costs and expenses incurred in resolving such dispute.

c) **Export Restrictions:** The Parties acknowledge that goods and services may be subject to export restrictions. The Parties agree to comply with all applicable national and international laws as they apply to goods and services, including the export administration regulations, end-user, end-use, and destination restrictions.

d) **Data Protection:** Parties acknowledge and agree that:

- i) Within the European Union and the European Economic Community (“Europe”), the **General Data Protection Regulation (“GDPR”)** enacted by the European Parliament and the Council of the European Union under **Directive 2016/679** shall regulate the acquisition, compilation and use of personal data relating to all private individuals domiciled within Europe.

<b>WHEREIN THE PARTIES HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF THE PROVISIONS, TERMS AND CONDITIONS EXPRESSED HEREIN ON THE DATE GIVEN BELOW</b>	
<b>for Client</b>	<b>for Supplier</b>
Signature:	Signature:
Name (print):	Name (print):
Title (print):	Title (print):
Date (print):	Date (print):