TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Version September 2026

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time. In the case of the Supplier, any entity that directly or indirectly controlled by STRAT7 Group Limited (company no. 11703375).

Background Materials: all Intellectual Property Rights, know-how, information, methodologies, techniques, tools, schemata, diagrams, ways of doing business, trade secrets, instructions manuals and procedures (including, but not limited, to software, documentation, and data of whatever nature and in whatever media) owned, developed, licensed to or controlled by the Supplier which exist prior to the Order, may have been created outside the scope, or independently of, the Services and/or the Contract or any Order, and including all updates, modifications, derivatives or future developments thereof.

Business Day: a day, other than a Saturday, Sunday or public holiday in England or the period between 24 December and 2 January, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the fees payable for the Services, as set out in the Order.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.8.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases the Services from the Supplier.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 4.1(d).

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

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the attached or referenced order, statement of work, quotation, proposal or pitch documents for the supply of Services.

Service Materials: any data input for the Services provided by the Customer including but not limited to the Customer Materials together with any output of the Services including but not limited to the Deliverables which vests with the Customer in accordance with clause 6.2.

Services: the services, including any Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services set out in the Order produced by the Supplier for the Customer.

Supplier: **STRAT7 Limited** (company no. 07642707) whose registered office is at Warner House, 98 Theobalds Road, London WC1X 8WB and/or such other Affiliate stated in the relevant Order.

Supplier Materials: has the meaning given in clause 4.1(g).

1.1 Interpretation:

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

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted on the earlier of:

(a) written confirmation or acceptance issued and executed by the Customer's authorised representative; or

(b) any act by the Supplier consistent with fulfilling the Order

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Supply of Services

3.1 The Supplier and/or its Affiliates shall supply the Services to the Customer in accordance with the Service Specification.

3.2 In providing the Services, the Supplier shall:

(a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;

(b) perform the Services with the care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) see that the Services will conform with all descriptions, standards and specifications set out in the Service Specification;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use quality goods, materials, standards and techniques, and ensure that the Deliverables, and all materials supplied and used in the Services or transferred to the Customer, will be free from material defects in workmanship, installation and design;

(g) subject to the Customer complying with clause 4.1 and the provisions of clause 4.2(a), meet any performance dates for the Services specified in the Order, but time shall not be of the essence for the performance of the Services;

(h) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

(i) comply with all applicable laws;

(j) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises which have been communicated to the Supplier provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and

(k) comply with any additional obligations as set out in the Service Specification.

3.3 The Customer acknowledges that the Supplier may, when undertaking the Services, utilise the Supplier's proprietary artificial intelligence systems, including but not limited to STRAT7 Nucleus, STRAT7GPT or STRAT7AI, for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

(a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any data, content, information or services accessed via the same; and

(b) any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

3.4 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. Customer's obligations

4.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and at all times maintain all necessary licences, permissions and consents that may be required for the Services before the date on which the Services are to start;

(f) comply with all applicable laws;

(g) keep all materials, equipment and tools, documents, data and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; [and]

(h) comply with any additional obligations as set out in the Service Specification.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees or failure by the Customer, its agents, subcontractors, consultants or employees to perform any relevant obligation (**Customer Default**) or where Services are suspended in accordance with clause 9.3 then:

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer or shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

5.2 The Charges shall be set out in the Order. Save as otherwise specified in the Order, the Supplier shall invoice the Customer 70 per cent of the total Charges at the Commencement Date with the remaining 30 per cent invoiced upon the earlier of completion of the Services or delivery of the Deliverables.

5.3 The Supplier shall be entitled to charge the Customer for the cost of any materials or services provided by third parties and required by the Supplier for the performance of the Services together with any pre-approved expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses. Save as set out in the Order, the Supplier shall invoice the Customer for such expenses at the end of the month such expenses are incurred.

5.4 Save as otherwise specified in the Order, in any instance where the duration of the Services is more than one year (including any renewals or extensions), the Supplier may increase the Charges with effect from each anniversary of the Commencement Date to reflect the percentage increase in the Consumer Price Index included in the World Economic Outlook report issued by the International Monetary Fund for the relevant country in with the Services are being performed. The Supplier shall give the Customer not less than 30 days' prior notice of each increase in the Charges.

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

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier,

and time for payment shall be of the essence of the Contract.

5.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

5.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.8 A failure by the Customer to pay any amount due under the Contract on the due date for payment shall constitute a material breach for the purposes of clause 9.1(a).

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

6. Intellectual property rights

6.1 As part of the delivery of the Services under the Order, the Supplier may utilise Background Materials in the Deliverables or other output of the Services. The Customer acknowledges and agrees that the Supplier shall retain ownership over such Background Materials. The Supplier grants to the Customer a revocable, non-exclusive, non-transferable, world-wide, royalty-free licence to use the Supplier's Background Materials to the extent necessary for the Customer to perform its obligations under the Contract and for the purpose of receiving and using the Services and the Deliverables in its business. Such licence is revocable in the event that:

(a) the associated Charges in respect of the Services and/or Deliverables are not paid by the Customer;

(b) where the Background Materials are used other than as permitted by these Conditions and/or the terms of the Order; or

(c) there is a termination by the Supplier in accordance with clause 9.1 or clause 9.2.

6.2 Subject to clause 6.1 and upon payment of the respective Charges, the Supplier shall assign to the Customer all Intellectual Property Rights in and to the product of the Services including any and all Deliverables. Until payment of the associated Charges, the Supplier grants an exclusive, worldwide, royalty-free, sub-licensable licence to the Customer to such Deliverables which may only be revoked in the event of non-payment of the associated Charges in respect of such Deliverables.

6.3 In relation to the Customer Materials and the Deliverables, the Customer:

(a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials;

(b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer; and

(c) grants to the Supplier a non-exclusive, worldwide, irrevocable and perpetual licence to copy, store and use the Service Materials to create and use derivative works based on the Service Materials for benchmarking and/or other non-benchmarking related services and deliverables such as merchant analytics, project analytics, retained analytics, models and dashboards for the Supplier and/or other customers provided that such benchmarking and/or other services and deliverables are developed such that the Service Materials has been aggregated or modelled so that it cannot identify any data subject or the Customer.

This clause shall survive the expiry or termination of the Contract.

6.4 The Supplier may sub-license the rights granted in clause 6.3(b) and clause 6.3(c) to its Affiliates.

7. Data protection

7.1 The following definitions apply in this clause 7:

(a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

(b) **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time:

(i) to the extent UK GDPR applies, the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

(ii) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier or the Customer is subject, which relates to the protection of data; or

(iii) to the extent neither the UK GDPR or EU GDPR apply, all applicable existing or new laws relating to or impacting on the processing of information of a living person and privacy.

(c) **EU GDPR**: means the General Data Protection Regulation (*(EU) 2016/679*), as it has effect in EU law.

(d) **UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

7.2 Where relevant to the Services, both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.3 Where the Customer is the Controller and the Supplier is the Processor, without prejudice to the generality of clause 7.2:

(a) the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract;

(b) the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

(i) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Data Protection Legislation to otherwise process that Personal Data;

(ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(iv) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(v) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(vi) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Data Protection Legislation to store the Personal Data. Any obligation to "delete" Personal Data shall not include any copies of data held in backup or archival systems, provided that such copies are securely stored and protected in accordance with the Data Protection Legislation and are deleted in the ordinary course of the backup retention cycle, and that such personal information is not accessed by the Supplier other than for tax, regulatory, or audit purposes, or on the instruction of the Customer; and

(vii) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.

7.4 The Customer provides its prior, general authorisation for the Supplier to:

(a) appoint processors to process the Personal Data, provided that the Supplier:

(i) shall ensure that the terms on which it appoints such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this clause 7;

(ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and

(iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

(b) transfer Personal Data outside of the UK as required, provided that the Supplier shall ensure that all such transfers are affected in accordance with Data Protection Legislation. 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 Commissioner from time to time (where the UK GDPR applies to the transfer).

7.5 Where the Supplier is acting as Processor in accordance with clause 7.3, the Customer consents to the Supplier appointing third party processors of Personal Data under the Contract providing that the Supplier has entered

into or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7 and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.5.

8. Limitation of liability

8.1 The limits and exclusions in this clause 8 reflect the insurance cover the Supplier has been able to arrange. The Customer is responsible for making its own arrangements for the insurance of any excess liability.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in the Contract limits any liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any liability that legally cannot be limited;

(d) the Customer's payment obligations under the Contract.

8.4 Subject to clause 8.3 and clause 8.5, each party's total liability to the other arising under the Contract shall not exceed one and half (1.5) times the total value paid or payable under of the relevant Order which gave rise to the liability.

8.5 Neither Party shall be liable to the other, for special, indirect, or consequential damages including but not limited to loss of revenue, business, actual or anticipated profits/savings, loss of goodwill or reputation.

8.6 This clause 8 shall survive termination of the Contract.

9. Termination

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

(a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

(b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 9.1(b);

(c) the other party suspends or ceases, or threatens to suspend or cease carrying on business; or

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

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

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Customer.

9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10. Consequences of termination

10.1 On termination or expiry of the Contract, the Customer shall:

(a) immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) return all of the Supplier Materials and any Deliverables which have not been fully paid for; and

(c) where the Supplier has terminated, the licence granted at clause 6.1 shall automatically terminate.

10.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies, that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract by giving not less than fourteen (14) days' written notice to the affected party.

13. General

13.1 Assignment and other dealings

(a) Either party may assign or subcontract the Contract to an Affiliate by written notice to the other.

(b) Save as set out in clause 13.1(a), neither party may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other (not to be unreasonably withheld or delayed).

13.2 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and may be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email. Where notice is served upon the Supplier by email, a copy must be made to legal@strat7.com;

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 13.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

13.4 Waiver.

(a) Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.6 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.7 Third party rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

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

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