

Terms & Conditions for the Supply of Services

Subject	Our Terms and Conditions for the Supply of Services represent the legal agreements between REEXIA LIMITED and anyone who uses or intends to use our services.
Important	Please read these Terms and Conditions for the Supply of Services carefully, as they set out our and your legal rights and obligations in relation to the services we provide.
Classification	Unrestricted

Author :	REEXIA LIMITED
Previous revisions :	Rev. 1
Reason of change :	Amendments of the Services definitions. Addition of Virtual receptionist service.

Approval :	REEXIA LIMITED
-------------------	----------------

Table of content

Table of content	3
1. Definitions and interpretation	4
2. Appointment and Term.....	5
3. Services	5
4. Customer obligations	6
5. Sales support.....	7
6. Marketing.....	7
7. Facilitation of communication	7
8. Virtual receptionist	8
9. Charges and payments.....	8
10. Warranties	9
11. Intellectual Property Rights	10
12. Limitations of liability.....	10
13. Data protection	10
14. Confidentiality.....	11
15. Publicity.....	11
16. Force Majeure Event.....	11
17. Termination.....	11
18. Effects of termination	12
19. Non-solicitation.....	13
20. Dispute Resolution.....	13
21. Notices	13
22. General.....	14

1. Definitions and interpretation

“Affiliate” means:

- a company, firm or individual that Controls, is controlled by, or is under common Control with the relevant company or firm;

“Agreement” means:

- the agreement between the Supplier and the Customer incorporating these Terms and Conditions for the Supply of Services and any amendments to it from time to time;

“Business Day” means:

- any weekday, other than a bank or public holiday in England;

“Background Materials” means:

- all works and materials in existence before the date of the agreement (excluding Customer Materials);

“Business Hours” means:

- between 09:00 and 17:00 on a Business Day;

“Charges” means:

- the charges specified in the Agreement

“Confidential Information” means:

- any information supplied (whether supplied in writing, orally or otherwise) by one party to the other party marked as “confidential”, described as “confidential” or reasonably understood to be confidential. It includes the terms (but not the existence) of the Agreement;

“Control” means:

- the legal power to directly or indirectly control a company, firm or other entity;
- the right to select the majority of the directors (or their equivalent) of a company, firm or other entity;
- the ownership of more than 50% of the voting shares in a company; and “Controlled” will be construed accordingly;

“Customer” means:

- the customer for Services under the Agreement as specified in the Order or Statement of Work confirmation;

“Customer Materials” means:

- works and materials provided by the Customer to the Supplier;

“Customer Representatives” means:

- the persons specified as such in the Agreement;

“Deliverables” means:

- the deliverables set out in the Order;

“End-Customer” means:

- the Customer’s client, firm, company or individual that benefits, or intend to benefit, directly or indirectly from the customer’s products or services.

“Effective Date” means:

- the earlier of the date when the Supplier sends to the Customer its written confirmation that the Agreement is agreed or the date when the Supplier begins supplying the Services to the Customer.

“Expenses” means:

- the following expenses reasonably necessary for, and incurred exclusively in connection with, the performance of the Supplier's obligations under the Agreement. This includes, but is not limited to: travel expenses, accommodation expenses, subsistence expenses, mileages.

“Force Majeure Event” means:

- an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means:

- all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

“Personal Data” means:

- any information which is related to an identified or identifiable natural person. The terms respect the meaning given in the Data Protection Act 1998;

“Premises” means:

- the premises of the Customer where the Services will be provided, in whole or part, by the Supplier, as agreed by the Supplier and the Customer in writing];

“Services” means:

- the services supplied by the Supplier to the Customer under the Agreement, details of which are set out in the Agreement/Statement of Work;

“Products” means:

- the products and services offered by the Customer

“Supplier” means:

- REEXIA LIMITED, a limited company incorporated in England and Wales

“Suppliers Representatives” means:

- the persons specified as such in the Agreement;

“Term” means:

- the term of the Agreement;

“Year” means:

- a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on 01st January or on any anniversary of the Effective Date.

2. Appointment and Term

- 2.1. The Customer hires the Supplier as its provider of the Services during the Term.
- 2.2. The Agreement will start on the Effective Date and will continue in force for an indefinite period, unless and until terminated in accordance with Clause [17].

3. Services

- 3.1. The Supplier will supply the Services to the Customer in accordance with the terms of the Agreement.

- 3.2. The Supplier will use reasonable endeavours to meet any timetable for the provision of the Services agreed in writing with the Customer, but the time for delivery of the Services will not be of the essence of the Agreement.
- 3.3. The Supplier may sub-contract the provision of the Services without the prior written consent of the Customer; providing that if the Supplier does sub-contract the provision of Services, the Supplier will remain liable to the Customer for the performance of the subcontracted obligations.
- 3.4. In the performance of the Services at the Premises, the Supplier shall comply with all reasonable health, safety and security policies and regulations advised by the Customer to the Supplier.
- 3.5. The Supplier will not take any action or do anything which would or would be likely to damage the reputation or goodwill of the Customer or bring the Customer into disrepute.
- 3.6. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.7. If applicable, the Supplier shall use all reasonable endeavours to meet any performance dates specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4. Customer obligations

- 4.1. The Customer will provide to, or procure for, the Supplier any necessary:
 - a. support and advice
 - b. information and documentation;
 - c. third party co-operation;
 - d. licenses of third-party software;
 - e. governmental, legal or regulatory licenses, consents or permits; reasonably necessary to enable the Supplier to discharge its obligations under the Agreement
- 4.2. If required for the execution of the Agreement, the Customer will:
 - a. provide to the Supplier prompt access to the Premises upon request;
 - b. be responsible for ensuring the health and safety of the Supplier's personnel, agents and subcontractors whilst they are at the Premises;
 - c. maintain the Premises in good order for the supply of Services and in accordance with all applicable laws;
 - d. inform the Supplier of all health and safety rules and regulations and any reasonable security requirements that apply at the Premises; and
 - e. maintain reasonable insurance cover for the Supplier's personnel, agents and subcontractors whilst they are working on Premises (including reasonable public liability insurance); or, where the Premises are occupied by a third party, the Customer will use reasonable endeavours to seek to ensure that the third party will comply with the preceding provisions of this Clause 4.2 as if the third party were the Customer.
- 4.3. The Customer will ensure all documents, hyperlinks or any material whatsoever that is provided to the Supplier or the End-Customer that is in contact with the Supplier, don't contain any controversial content such as, but not limited to (political position, sexual content or racial judgements)

- 4.4. The Parties will not take any action or do anything which would or would be likely to damage the reputation or goodwill of the other party or bring the other party into disrepute.

5. Sales support

- 5.1. The Customer grants the Supplier the right to promote, market and sell its Products. The marketing and sales efforts shall be composed of, but not limited to the use of marketing information provided by the Customer.
- 5.2. Unless specified in the Agreement, the Customer is responsible for the full quotation of its Products.
- 5.3. The Customer assumes full responsibility for leading technical conversations with the End-Customer. This include but isn't limited to:
 - a. Products warranty
 - b. Products characteristics
 - c. Products usage and instructions
 - d. Terms and conditions of the Customer and End-Customer
- 5.4. the Supplier declines any responsibilities for the delivery of the Products provided by the Customer. The Customer will be fully liable in case of dispute with the End-Customer.

6. Marketing

- 6.1. The Supplier shall supply the Services to the Customer in accordance with the Agreement.
- 6.2. After the Effective Date, the Supplier will submit to the Customer for approval:
 - a. Copy layouts, artwork, creative concepts and/or scripts; and
 - b. Estimate of the cost of any items payable in addition to The Supplier's original quotation.
- 6.3. Written or oral approval by the Customer of the items specified in clauses 6.2.a and 6.2.b will be taken by the Supplier as authorisation to proceed with the instruction of third party suppliers as specified in the Order (or which the parties have subsequently agreed upon) in reliance on the Customer's authorisation and the Customer shall at all times remain responsible for the costs of these third party suppliers.

7. Facilitation of communication

- 7.1. The Supplier will ensure End-Customer queries are dealt with in respect to the industries standard and as requested by the Customer.
- 7.2. It is understood that the Supplier will support the Customer as a facilitator. It remains the Customer's responsibility to act on the End-Customer's queries, even if forwarded by the Supplier.
- 7.3. In case the communication with the End-Customer isn't in the Customer's preferred language, the Supplier will provide support to interpret the content. Any translations or interpretations cannot be taken or used as an official and/or certified transcription.
- 7.4. The Supplier will respond and deal with the Customer and End-Customer's queries in a reasonable time and with respect to the scope of coverage defined in the Term.

Project management support

- 7.5. The Customer will ensure that all instructions in relation to the Agreement will be given by a Customer Representative to the Supplier:
 - a. may treat all such instructions as the fully authorised instructions of the Customer.
 - b. will not comply with any other instructions in relation to the Agreement without first obtaining the consent of a Customer Representative.
- 7.6. The parties will hold project management meetings at either the customer or suppliers' site, by telephone and via the internet:
 - a. during the Term;
 - b. at the reasonable request of either party.
- 7.7. A party requesting a project management meeting to be held in person will give to the other at least 10 Business Days' notice of the meeting.
- 7.8. Wherever necessary to enable the efficient conduct of business, the Customer will be represented at the project management meetings by at least one Customer Representative and the Supplier will be represented at the project management meetings by at least one Supplier Representative.

8. Virtual receptionist

- 8.1. To satisfy the nature of the Agreement, the Supplier will request the establishment of a "cloud" telephone line from a third-party provider. The type of solution as well as the choice of provider will remain at the discretion of the Supplier.
- 8.2. The Customer can share the telephone line provided by the Supplier at his discretion.
- 8.3. The Supplier will notify the Customer within a reasonable time of calls answered on his behalf and will provide a summary of the discussions.
- 8.4. At the end of the month, the Supplier will provide a summary of the time spent answering the phone along with the associated invoice.
- 8.5. The Customer has the option to set a limit regarding Supplier's coverage:
 - a. Any request to cap the the Supplier's coverage must be in writing
 - b. Once the specified cap is reached, the service is placed in hold.
 - c. If no cap is specified, the Supplier maintains the service and invoices the Customer accordingly.

9. Charges and payments

- 9.1. The Customer will pay the Charges to the Supplier in accordance with the provisions of this Clause [9].
- 9.2. The Supplier may issue an invoice for the Charges to the Customer from time to time during the Term / on or after the dates set out in the Agreement/ at any time after the relevant Services have been delivered to the Customer.
- 9.3. Unless Specified in the Agreement, the Customer will pay the Charges to the Supplier within 5 days of the date of receipt of an invoice issued in accordance with Clause [9.2].
- 9.4. All amounts payable under the Agreement are exclusive of all sales, value-added, withholding, and other taxes and duties which will be payable by the Customer.
- 9.5. Charges must be paid by bank transfer.

- 9.6. If the Customer does not pay any amount properly due to the Supplier under or in connection with the Agreement, the Supplier may:
- a. charge the Customer interest on the overdue amount at the rate of 4% per year above the base rate of LLOYDS Bank from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand);
 - b. claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.7. The Supplier may elect to vary the Charges by giving to the Customer not less than 90 days' written notice of the variation expiring at the end of any Year of the Agreement, providing that any such variation shall not result in the Charges / Hourly Rate increasing by more than the increase, during the 12 month period immediately preceding the notice of variation, in the Retail Prices Index (all items) published by the UK Office for National Statistics.
- 9.8. The Charge for Services outside of the UK will be subject to:
- a. Currency fluctuation and the Customer will be notified by the Supplier of the calculation using the foreign exchange rate issued by LLOYDS Bank Plc on its website on the date the order is received
 - b. the Supplier will cover up to +/-5% the quoted exchange rate. Any variation greater than +/-5% between the quoted exchange rate and the LLOYDS Bank Plc sell exchange rate at date of invoice shall be applied to the Customer account resulting in an extra cost in the event of a less favourable rate or a credit in the event of a more favourable rate.
- 9.9. The Customer will reimburse the Supplier in respect of the Expenses and the Supplier may invoice in respect of Expenses at any time after the relevant Expenses have been incurred by the Supplier, providing that the Supplier must obtain the Customer's prior written consent before incurring Expenses exceeding £500 during any month.
- 9.10. The Supplier will:
- a. collect and collate evidence of all Expenses;
 - b. retain such records and evidence during the Term and for a period of 6 months following the end of the Term;
 - c. supply such records and evidence to the Customer within 10 Business Days following receipt of a written request to do so.

10. Warranties

- 10.1. The Customer warrants to the Supplier that it has the legal right and authority to enter into and perform its obligations under the Agreement.
- 10.2. The Supplier warrants to the Customer that:
- a. it has the legal right and authority to enter into and perform its obligations under the Agreement.
 - b. the Services will be performed with reasonable care and skill.
- 10.3. All of the parties' liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

11. Intellectual Property Rights

- 11.1. The Customer acknowledges that all Intellectual Property Rights in data, reports, drawings, specifications, designs, plans, programs, course materials or other material produced, made available or acquired by the Supplier in the course of the performance of the Services shall vest in and remain the property of the Supplier or its licensors, suppliers or sub-contractors, unless expressly agreed otherwise in advance and in writing by the Supplier.
- 11.2. The Customer warrants that the products and/or the Services covered by the terms of the Agreement (excluding the Customer Materials), and their use by the End-Customer will not infringe the UK Intellectual Property Rights of any third party.
- 11.3. The Customer will:
 - a. upon becoming aware of an actual or potential IPR Infringement Claim, notify the Supplier;
 - b. provide to the Supplier with assistance in relation to the IPR Infringement Claim;
 - c. allow the Supplier the exclusive conduct of the IPR Infringement Claim and all related disputes, proceedings, negotiations and settlements;
 - d. not admit liability in connection with any IPR Infringement Claim or settle any IPR Infringement Claim without the prior written consent of the Supplier.

12. Limitations of liability

- 12.1. Nothing in the Agreement will exclude or limit the liability of either party for:
 - a. death or personal injury caused by that party's negligence;
 - b. fraud or fraudulent misrepresentation on the part of that party;
 - c. any other liability which may not be excluded or limited under applicable law.
- 12.2. Subject to Clause [12.1] and without prejudice to the express indemnities in the Agreement, each party's liability to the other party under or in connection with the Agreement or any collateral contract, whether in contract or tort (including negligence), will be limited as follows:
 - a. neither party will be liable for any:
 - i) loss of profits, income or anticipated savings;
 - ii) loss or corruption of any data, database or software;
 - iii) reputational damage or damage to goodwill;
 - iv) loss of any commercial opportunity;
 - v) indirect or consequential loss or damage];
 - b. neither party will be liable for any losses arising out of a Force Majeure Event;

13. Data protection

- 13.1. The Customer warrants that it has the legal right to disclose all personal data that it does, in fact, disclose to the Supplier under the Agreement, and that the processing of that Personal Data by the Supplier for the purposes of and in accordance with the terms of the Agreement will not breach any applicable laws (including the Data Protection Act 1998).
- 13.2. The Supplier warrants that:
 - a. it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Supplier on behalf of the Customer;

- b. it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Supplier on behalf of the Customer.

14. Confidentiality

- 14.1. Each party will keep confidential the Confidential Information of the other party, and will not disclose that Confidential Information except as expressly permitted by this Clause [14].
- 14.2. Each party will protect the confidentiality of the Confidential Information of the other party using at least reasonable security measures.
- 14.3. The Confidential Information of a party may be disclosed by the other party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.
- 14.4. These obligations of confidentiality will not apply to Confidential Information that:
 - a. has been published or is known to the public (other than as a result of a breach of the Agreement);
 - b. is known to the receiving party, and can be shown by the receiving party to have been known to it, before disclosure by the other party;
 - c. is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.]

15. Publicity

- 15.1. Neither party will make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party, not to be unreasonably withheld or delayed.

16. Force Majeure Event

- 16.1. Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 16.2. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:
 - a. forthwith notify the other;
 - b. will inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1. Either party may terminate the Agreement by giving at least 30 days' written notice to the other party at any time after the end of the Minimum Term.
- 17.2. Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:
 - a. commits any breach of any term of the Agreement, and:

- b. the breach is not remediable;
 - c. the breach is remediable, but other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so;
 - d. persistently breaches the terms of the Agreement.
- 17.3. Either party may terminate the Agreement immediately by giving written notice to the other party if:
- a. the other party:
 - i) is dissolved;
 - ii) ceases to conduct all (or substantially all) of its business;
 - iii) is or becomes unable to pay its debts as they fall due;
 - iv) is or becomes insolvent or is declared insolvent;
 - v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - vi) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - vii) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);
 - i) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs or is the subject of a bankruptcy petition or order.
- 17.4. The Supplier may terminate the Agreement immediately at any time by giving written notice to the Customer if:
- a. the Customer fails to pay in full and on time any amount due to the Supplier whether due under the Agreement or otherwise;
 - b. there is a change of Control of the Customer or any parent undertaking or holding company of the Customer;
 - c. the Customer or any officer, partner or key employee of the Customer is convicted of any criminal offence.
- 17.5. The Customer may terminate the Agreement immediately at any time by giving written notice to the Supplier if:
- a. there is a change of Control of the Supplier or any parent undertaking or holding company of the Supplier;
 - b. the Supplier or any officer, partner or key employee of the Supplier is convicted of any criminal offence.

18. Effects of termination

- 18.1. Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 9.6, 9.9, 11.1, 11.3, 12, 14, 18, 19, 20, 21 and 22].
- 18.2. Termination of the Agreement will not affect either party's accrued rights (including accrued rights to be paid) as at the date of termination.
- 18.3. Within 30 days of the termination of the Agreement, the Customer will:

- a. return to the Supplier or dispose of as the Supplier may instruct all documents and materials containing Confidential Information of the Supplier;
 - b. irrevocably delete from its computer systems all Confidential Information of the Supplier.
- 18.4. within 30 days of the termination of the Agreement, the Supplier will:
- a. return to the Customer or dispose of as the Customer may instruct all documents and materials containing Confidential Information of the Customer;
 - b. irrevocably delete from its computer systems all Confidential Information of the Customer.

19. Non-solicitation

- 19.1. The Customer and Supplier agree that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, entice or seek to employ or engage directly or indirectly (without the other party's prior written agreement, such consent not to be unreasonably withheld or delayed) or make or seek to make any offer of employment or engagement to any of the other party's officers, employees or workers, including those of any of its sub-contractors who have been involved in the course of the negotiation, conclusion and performance of the Contract;
- 19.2. If any officer, employee or worker of a party leaves the employment of that party as a result of a breach of this clause 19 and commences employment with, or provides services to, the other party, it shall pay the non-breaching party 50% of the higher of:
- a. The annual salary (including any benefits-in-kind, bonus payments, commissions and other benefits) of the employee at the date that they ceased to be an employee of the non-breaching party;
 - b. the annual salary of the employee at the time they commence employment by the breaching party.
- 19.3. Each party acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of the non-breaching party's losses.

20. Dispute Resolution

- 20.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of the Agreement.
- 20.2. Any dispute not capable of resolution by the Parties shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.
- 20.3. Neither Party may commence any court proceedings/arbitration in relation to any dispute arising out of the Agreement until it has attempted to settle it by mediation, but any such mediation may be terminated by either Party at any time if such Party wishes to commence court proceedings or arbitration.

21. Notices

- 21.1. Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address given below (or as notified by one party to the other in accordance with this Clause). The Supplier [addressee, address, fax, and if necessary,

email address] The Customer [The addressee, address, fax and email address given in the Agreement/Statement of Work]

- 21.2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- a. where the notice is delivered personally, at the time of delivery;
 - b. where the notice sent by post, 48 hours after posting;
 - c. where the notice sent by fax [or email], at the time of the transmission (providing the sending party retains written evidence of the transmission).

22. General

- 22.1. No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 22.2. If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 22.3. Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 22.4. The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 22.5. Either party may freely assign their rights and obligations under the Agreement without the other party's consent to any Affiliate of the assigning party or any successor to all or substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any rights or obligations under the Agreement.
- 22.6. Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 22.7. The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 22.8. In cases of contradictions between the Agreement and these Terms and Conditions, the Agreement overwrites Terms and Conditions.
- 22.9. Subject to Clause [12.1]:
- the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
 - neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement;

- neither party will have any liability other than pursuant to the express terms of the Agreement.
- 22.10. The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have non-exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.