

## TERMS OF ACCESS TO AND USE OF RISK INTELLIGENCE QUANTIFIED PLATFORM

### BACKGROUND

- (A) The Company operates the Risk Intelligence Quantified Platform (the "**Platform**"), an online platform-as-a-service, which provides clients with access to a variety of insurance risk assessment products and associated data reports (each such product being a "**Product**", and together the "**Products**").
- (B) The Platform and the Products are comprised of the Company's proprietary Software and data, along with third party services and data licensed from third parties by the Company.
- (C) The Company makes the Products available to clients via the Platform. Clients can input their own data directly into the relevant Products via the Platform, in order to receive real-time Reports which clients may use for their internal risk analysis and assessment purposes.
- (D) The Parties wish to enter into this Agreement to allow the Client (and its Authorised Users) to access and use the Services in accordance with the terms and conditions of this Agreement.

### IT IS AGREED

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the definitions and rules of interpretation set out in Schedule 1 (*Definitions*) shall apply, unless the context requires otherwise.

#### RISK INTELLIGENCE QUANTIFIED PLATFORM AND THE PRODUCTS

- 1.2 The Platform is a platform-as-a-service offering via which the Company offers the Client direct access to its proprietary risk assessment Products.
- 1.3 As at the Commencement Date, the Products listed in Schedule 5 (*Products*) are available on the Platform. The Company may add new Products pursuant to Clause 3 or make enhancements to existing Products pursuant Clause 4.
- 1.4 The Client may access the Products remotely via the Platform on a subscription basis. By inputting data directly into the Products, the Client may run risk models, and may view and receive Reports, in order to dynamically assess and evaluate its risk profile across different sectors.
- 1.5 This Agreement does not cover the provision of any accounting, broking, insurance or consulting service by the Company or any Company Affiliates, and the Company does not provide customised modifications or configurations of the Platform for the Client.

#### 2. PERMITTED USE OF THE SERVICES

- 2.1 The Client agrees and acknowledges that its access to and use of the Platform, the Products and the Reports is subject to the terms and conditions of this Agreement, and this Agreement shall take precedence over any other terms and conditions between the Parties.
- 2.2 The Company permits the Client via its Authorised Users to:
  - 2.2.1 use the Platform; and
  - 2.2.2 access the Products and Reports,as specified in the Client Orders executed between the Parties during the Term on a non-assignable, non-transferable and non-exclusive basis solely for the Client's internal business purposes during the Term.

- 2.3 During the Term, the Client shall access and use the Services in compliance with the Product User Guides.
- 2.4 The Client shall not:
- 2.4.1 use any or all of the Services (including any Reports, or data materially derived from the Reports) for the provision of consultancy services, bureau services or to provide any services to a third party;
  - 2.4.2 upload any illegal, disparaging, infringing, harmful or offensive content on the Platform;
  - 2.4.3 circumvent any access or functionality restrictions that are part of, or operational within, the Services;
  - 2.4.4 use the Services for any illegal activity;
  - 2.4.5 permit anyone other than the Authorised Users to access or use the Services;
  - 2.4.6 share or transfer any part of the Services, or provide access to or make visible any part of the Services, to any Company Competitor;
  - 2.4.7 engage in any network or system attacks against the Platform or any of the Company's or Company Affiliate's systems or networks;
  - 2.4.8 act in any way that would interfere with the normal operation or functioning of the Services;
  - 2.4.9 reverse engineer, decompile, disassemble or otherwise derive any non-public information or materials related to the Services and associated software;
  - 2.4.10 wilfully or negligently introduce onto the Platform or any of the Products any virus, worm, trojan horse, cancelbot, harmful code or other destructive or contaminating program;
  - 2.4.11 access any source code in the Services;
  - 2.4.12 access all or any part of the Services in order to build a competitive product; or
  - 2.4.13 attempt or undertake any security testing on the Services (provided that nothing in this Clause 2.4.13 shall restrict the Client from undertaking security testing of its own systems and networks that are used by the Client to access the Services).
- 2.5 Subject at all times to any restrictions set out in the Client Order(s) or as otherwise specified on the Platform, the Client may view, download and print the Reports for its own internal business purposes, provided that the Client shall not:
- 2.5.1 use the Reports for any purpose other than its own internal business purposes;
  - 2.5.2 modify or alter the content of the Reports;
  - 2.5.3 distribute the Reports to any third party (other than to its insurers or brokers solely in the course of obtaining an insurance placement for the Client, and not for any other purpose);
  - 2.5.4 remove any copyright or other proprietary notices contained in the Reports; or
  - 2.5.5 share or transfer the Reports, provide access to the Reports, or make the Reports visible, to any Company Competitor (other than to the extent expressly permitted pursuant to Clause 2.5.3).
- 2.6 The Client shall:
- 2.6.1 procure that all Authorised Users comply with the terms and conditions of this Agreement (and the Client shall at all times remain liable for all acts and omissions of any Authorised User);
  - 2.6.2 be responsible for, and shall maintain, all licences and other rights necessary to access and use the software and systems that the Client and/or its Authorised Users require and/or use in order to access, operate, or enable the use of, the Services, including:

- (A) a web browser (on a supported version for the Services);
  - (B) a supported version of Microsoft Office;
  - (C) a supported version of a PDF document reader; and
  - (D) in respect of each Product, as may be set out further in the applicable Product User Guide; and
- 2.6.3 comply (and procure that all Authorised Users comply) with all applicable laws and regulations with respect to its access and use of the Services and other activities under or in connection with this Agreement.

### **3. ADDITIONAL PRODUCTS OR AUTHORISED USERS**

- 3.1 The Company shall provide the Client with access to the Services in accordance with the initial Client Order executed by the Parties on or around the same date as this Agreement, and in accordance with any additional Client Orders executed between the Parties during the Term.
- 3.2 The Company may from time to time decide to make additional Products (in addition to those listed in Clause 1.3) available to the Client via the Platform.
- 3.3 If, during the Term, the Client wishes to purchase additional Authorised Users, and/or to access and use additional Products, it shall submit a draft Client Order setting out such request to the Company.
- 3.4 Where the Company approves the Client's request for additional Authorised Users, or for access to additional Products, the applicable Fees for such additional access shall be incorporated into that Client Order (and, if such Client Order is to be activated part way through the Initial Term or a Renewal Term (as applicable), the applicable Fees for the balance of such the Initial Term or the Renewal Term (as applicable) shall be calculated by the Company as being a pro rata portion of the applicable annual Fee).
- 3.5 Upon execution of a Client Order by both Parties, such Client Order shall become incorporated into (and form part of) this Agreement, and will be binding on both the Company and the Client in accordance with the terms and conditions of this Agreement (including that Client Order).

### **4. TERMS OF SERVICE AND PRODUCT UPDATES**

- 4.1 The Company shall have the right to amend or update the terms and conditions of this Agreement (including the Schedules) from time to time during the Term, and shall use reasonable endeavours to give thirty (30) days' prior written notice to the Client in advance of such amendment. The Client's continued use of the Services is subject to, and shall be deemed acceptance of, such amendments.
- 4.2 The Company shall have the right to discontinue any Product(s) or other part(s) of the Services at any time during the Term (including to remove any Third Party Services if the Company no longer has the right to incorporate those Third Party Services into any Product(s)), to reduce or remove any Product functionality where the Company has a commercial or technical reason to do so, and/or to make any improvement, modifications or updates to the Platform or the Products (including changes and updates to the underlying software, security protocols or technical configurations) ("**Updates**") from time to time. The Client's access to and use of the Services will be subject to such Updates, and the Company will not be liable for any failure by the Client to accept and use the Services as a consequence of such Updates (including any compatibility issues relating to any of the software or services that the Client is responsible for under Clause 2.6.2).

### **5. PLATFORM AVAILABILITY AND SUPPORT**

- 5.1 Subject to Clause 5.4, the Company shall use reasonable endeavours to make the Services available in accordance with Schedule 2 (*Platform Availability and Support Addendum*).

- 5.2 As part of the Services, the Company shall provide the Client with the Company's standard client support services in accordance with Schedule 2 (*Platform Availability and Support Addendum*).
- 5.3 The Client acknowledges that Company may from time to time carry out planned and unplanned maintenance of the Services, and that the Client may be unable to access some or all of the Services during such time.
- 5.4 THE CLIENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO WARRANTY OR REPRESENTATION HAS BEEN OR IS MADE BY THE COMPANY OR ANY COMPANY AFFILIATES: (I) THAT THE SERVICES: (A) WILL BE ERROR OR BUG FREE; OR (B) ARE SUITABLE FOR ANY PARTICULAR PURPOSE; (II) THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS; (III) AS TO THE ACCURACY OR RELIABILITY OF ANY REPORT OR PRODUCT; OR (IV) THAT ANY REPORT OR PRODUCT ARE SUITABLE FOR, OR WILL COMPLY WITH, ANY REGULATORY OR LEGAL REQUIREMENTS. THE COMPANY AND COMPANY AFFILIATES ACCEPT NO RESPONSIBILITY WHATSOEVER FOR THE MANNER IN WHICH THE CLIENT USES THE SERVICES OR THE DECISIONS MADE BY THE CLIENT IN CONNECTION WITH ITS USE OF THE SERVICES AND THE CLIENT ACKNOWLEDGES THAT THE SERVICES DO NOT CONSTITUTE ADVICE FROM THE COMPANY OR COMPANY AFFILIATES.

## 6. **THIRD PARTY SERVICES**

- 6.1 The Client acknowledges and agrees that the Services incorporate certain third party software and data ("**Third Party Services**"), and the Company does not accept any responsibility or liability whatsoever for, or in respect of, such Third Party Services. The Third Party Services are made available as part of the Services on an 'as is' basis.
- 6.2 The Client acknowledges, and shall comply with, the terms and conditions relating to such Third Party Services, as set out in Schedule 3 (*Third Party Service Terms*) or as may otherwise be provided or made available to the Client by the Company in writing ("**Third Party Service Terms**"). The Client shall indemnify the Company against all losses, claims, demands, costs and expenses incurred or suffered by the Company arising from the Client's breach of any Third Party Services Terms.

## 7. **INTELLECTUAL PROPERTY RIGHTS AND CLIENT DATA**

- 7.1 The Client acknowledges and agrees that the Company retains all rights, title and interests in and to:
- 7.1.1 the Products, and in all forms, copies, modifications and derivative works of the Products, and in and to all related specifications, techniques, know-how, methods and algorithms; and
  - 7.1.2 subject to the Client's rights in relation to the Client Data described in Clause 7.3, the Reports.
- 7.2 The Client shall not, by virtue of this Agreement or the exercise of any rights set out herein, acquire any right, title or interest of any nature whatsoever in the Services, the Products, the Software or any related documentation, other than as expressly set out in this Agreement.
- 7.3 The Client warrants that it owns, or is duly licensed, all Intellectual Property Rights in the Client Data, and grants to the Company and the Company Group a perpetual, non-exclusive, transferrable licence to use the Client Data to provide the Services, to exercise the Company's rights under this Agreement and for any other purposes authorised under this Agreement. Nothing in this Agreement shall transfer any title in, or ownership of, the Client Data to the Company.
- 7.4 The Company warrants that all Intellectual Property Rights in the Products are held by the Company, its Group or are licensed to it from its third party suppliers.

- 7.5 The Client shall promptly notify the Company of any claim or action against the Client by any third party alleging that the Client's use of the Services infringes that third party's Intellectual Property Rights ("**IPR Claim**"), or of any potential or threatened IPR Claim.
- 7.6 Subject to the provisions of this Clause 7 and the limitations in clause 0, the Company shall indemnify the Client in respect of all damages and reasonable costs and expenses arising directly from an IPR Claim arising pursuant to the Client's use of the Services in accordance with this Agreement, provided that:
- 7.6.1 the Client shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of the Company;
  - 7.6.2 the Company shall be entitled at any time to assume the exclusive right to conduct all discussions, dispute resolution efforts, any proceedings or action related to, and to negotiate the settlement of, the IPR Claim;
  - 7.6.3 the Client shall, at the Company's request and cost, provide the Company with all reasonable assistance in connection with the conduct of the IPR Claim; and
  - 7.6.4 the Client takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 7.6.
- 7.7 If any IPR Claim is made, or in the Company's reasonable opinion is likely to be made, against the Client, the Company may at its option and expense:
- 7.7.1 obtain for the Client the right to continue using the Services in the manner permitted under this Agreement;
  - 7.7.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, but in such a way that does not adversely and materially affect the functionality of the Services; or
  - 7.7.3 terminate the relevant part of the Services and refund any Fees paid in advance by the Client on a pro-rata basis in respect of any period following such termination.
- 7.8 Clause 7.6 shall not apply to any IPR Claim:
- 7.8.1 which arises from any changes, modifications, updates or enhancements made to the Services other than by the Company;
  - 7.8.2 where the Client has failed to use the most current updated version or release of any other Company software products hosted by the Client, or by a third party on its behalf or by third-party integration solutions, which interface or communicate with the Services as requested by the Company to avoid an infringement claim of any Intellectual Property Rights in respect of the Services;
  - 7.8.3 arising from any use of the Services in breach of this Agreement; or
  - 7.8.4 relating to the Client's use of any Third Party Services.
- 7.9 The provisions of Clauses 7.6 to 7.8 state the Client's exclusive remedy in connection with IPR Claims and/or any breach of the warranty in Clause 7.4 and the entire liability of the Company Group to the Client in connection with IPR Claims.
8. **FEES**
- 8.1 The company shall invoice the Client on an annual basis for all amounts payable under this agreement. Payment of the fees shall be due to the Company and made without any deduction, set off or counter claim whatsoever by the Client within 30 days of receipt of the relevant invoice. Invoices that are outstanding for more than 30 days shall be subject to a late payment charge to be computed at the rate of one percent (1%) per month on the unpaid balance, unless such invoices are the subject of a bona fide dispute.
- 8.2 The Client agrees and acknowledges that the Fees will be subject to an annual price increase. For each Renewal Term, the Fees shall automatically be increased by the annual Relevant Index and such increased Fees shall be payable by the Client during the relevant Renewal Term.

- 8.3 The Fee shall be increased each 1 January by a proportion equal to the proportionate increase in the Index during the twelve (12) calendar months to the immediately preceding September.
- 8.4 The Company reserves the right to increase the Fees on an annual basis, in excess of the standard annual increase set out in Clause 8 in order to reflect any increase of cost in the provision of the Third Party Services, or for any other commercial reason. The Company shall notify the Client in writing of any fee increases pursuant to this Clause 8.3, and the increased Fee will take effect from the anniversary of the Commencement Date for any Renewal Term.

## 9. **WARRANTIES**

- 9.1 Each Party represents, warrants and undertakes to the other Party that, as of the Commencement Date, it has full capacity and authority to enter into and perform its obligations under this Agreement.
- 9.2 The provisions of this Agreement are in place of all other warranties, representations and terms implied by statute or common law, which are excluded by the Company to the maximum extent permitted by law.

## 10. **SUSPENSION RIGHTS**

- 10.1 The Company may suspend the Client's access to a Product, or to the entirety of the Services, immediately:
- 10.1.1 for any maintenance, patching or update work on the Platform or a Product (and the Company shall use reasonable endeavours to provide prior written notification to the Client of the same);
  - 10.1.2 for improper use of the Services;
  - 10.1.3 where it determines that the Client, or any Authorised User, is in breach of this Agreement, any Third Party Service Terms, or any other agreement by which software or data being used on or in conjunction with the Services is licensed;
  - 10.1.4 where it determines that the Client's (or an Authorised User's) use of or access to the Services (i) poses a security risk to the Company, the Services or any third party; (ii) may adversely impact availability or performance of the Services, the Software or the systems or software of any other client of the Company; (iii) may subject the Company or any third party to any liability; or (iv) may be fraudulent; or
  - 10.1.5 for non-payment of the Fees.
- 10.2 The Company will reinstate the Client's access to the relevant Product(s) and/or the Services (as applicable) once the Company has established the cause of the suspension has been remedied or ceased to exist. Where the cause of the suspension persists for more than thirty (30) days, the Company may immediately terminate this Agreement without liability to the Client.

## 11. **TERM AND TERMINATION**

### ***Term***

- 11.1 This Agreement shall commence on the Commencement Date and continue for an initial subscription term of twelve (12) months (the "**Initial Term**"), or any such term as the parties may agree and thereafter shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**"), unless:
- 11.1.1 either Party provides written notification to the other at least thirty (30) days before the end of the Initial Term or any Renewal Term, that the term of the Agreement shall not extend for the next Renewal Term (in which case the term of the Agreement shall not automatically renew and shall expire upon the end of that Initial Term or Renewal Term, as applicable); or
  - 11.1.2 the Agreement is terminated in accordance with its terms,

and the Initial Term together with any subsequent Renewal Terms shall constitute the "**Term**".

### **Termination**

- 11.2 Either Party shall have the right to terminate this Agreement immediately by written notice to the other Party:
- 11.2.1 if the other Party has committed a material breach of any of its obligations under this Agreement that is either incapable of remedy, or the Party has failed to remedy that breach within a period of forty-five (45) days after receiving written notice of such breach;
  - 11.2.2 if the other Party is subject to or suffers an Insolvency Event; or
  - 11.2.3 in accordance with Clause 16.1.
- 11.3 The Company shall have the right immediately to terminate any or all of the Products, any Client Orders, and/or this Agreement:
- 11.3.1 if the Client has failed to pay any of the Fees within thirty (30) days of when it became due and payable (except to the extent that such Fees are still subject to a genuine dispute between the Parties);
  - 11.3.2 if the Client undergoes a change of Control to any person or entity that is, or is Controlled by, a Company Competitor;
  - 11.3.3 in accordance with Clause 10; or
  - 11.3.4 the Company reasonably believes that the continued provision of the Services, and/or the continued provision of the Services to the Client, would result in a breach of applicable law.
- 11.4 The Company shall have the right to terminate any or all of the Products, any Client Orders, and/or this Agreement, on not less than one (1) month's prior written notice to the Client, where the Company is discontinuing the provision of such Product(s) generally.
- 11.5 The Client shall have the right to terminate any Client Orders, and/or this Agreement immediately by written notice to the Company in the circumstances described in Section 5.2.2 of Schedule 2 (*Platform Availability and Support Addendum*) and if increased fees for any Renewal Term are not issued to Client at least forty-five (45) days in advance of the effective date of such Renewal Term.
- 11.6 Upon termination of this Agreement for any reason the Client and any authorised third-party users shall immediately discontinue the use of the Software.
- 11.7 Upon Termination, the Client may ask the Company to delete their data within 30 days after the contract expiry. The Company will delete existing copies of the Clients data [unless the Law requires storage of the Client Data].

Notwithstanding anything contained herein, The Company shall have the ability to retain Client Information: (a) as required by law, regulation or by rules of a stock exchange; or (b) for archival purposes (i) to enable The Company to comply with its professional standards requirements and substantiate any applicable work product or (ii) with respect to backup media for which selective deletion of files is not feasible, provided however, such Confidential Information remains subject to the terms and conditions of this Agreement.

## **12. LIMITATIONS OF LIABILITY**

- 12.1 Nothing in this Agreement shall limit or exclude the liability or remedy of either Party or any third party:
- 12.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

- 12.1.2 for fraud or fraudulent misrepresentation; or
- 12.1.3 for any act, omission, matter or liability for which may not be excluded or limited under any applicable law.
- 12.2 Subject to Clause 12.1, the Company's total aggregate liability arising under or in connection with this Agreement in any calendar year whether in contract, tort (including, without limitation, negligence and misrepresentation), for breach of statutory duty, under the indemnity in Clause 7.6, or otherwise, shall not exceed in aggregate three hundred percent (300%) of the Fees paid by the Client to the Company under this Agreement during the calendar year in which the relevant liability arose.
- 12.3 Subject to Clause 12.1, neither Party will be liable to the other for loss of actual or anticipated profits, loss of revenue, loss of contracts, loss of data or any indirect, special or consequential loss or damage (whether foreseeable, known or otherwise contemplated).
- 12.4 No action against the Company in connection with this Agreement may be commenced more than one (1) year after the earlier of: (i) discovery of the circumstances giving rise to such claim; or (ii) the expiry of, or the effective date of the termination of, this Agreement.
- 12.5 The Client agrees and acknowledges that use of the Services (including the content of any Reports) does not constitute accounting, broking, consulting, investment, insurance, legal, tax or any other type of professional advice from the Company and/or any Company Affiliate.
- 13. **CONFIDENTIALITY**
- 13.1 The Recipient shall use reasonable measures to protect all Confidential Information provided by the Discloser (whether orally, in writing or in any other form) using the same standards as the Recipient applies to its own comparable Confidential Information.
- 13.2 The Recipient shall only use Confidential Information for the purposes authorised under this Agreement, and in accordance with this Clause 13.
- 13.3 The Recipient may disclose Confidential Information:
  - 13.3.1 in the case of the Client, to its employees and Authorised Users solely for the purpose of receiving the Services;
  - 13.3.2 if any court, regulatory authority or legal process requires the Recipient to disclose information covered by this confidentiality obligation, then the Recipient may make any such disclosure, provided that the Recipient will, if permitted by law, advise the Discloser promptly of any such requirement and cooperate, at the Discloser's expense, in responding to it; and
  - 13.3.3 to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.
- 13.4 The Client agrees and acknowledges that the Company may:
  - 13.4.1 use and disclose the Client's Confidential Information to third parties to the extent necessary for provision of the Services;
  - 13.4.2 disclose the Client's Confidential Information to the Company Group to the extent necessary to facilitate effective management, administration or operation of the Services;
  - 13.4.3 disclose the existence of this Agreement (but not its content) for marketing purposes;
  - 13.4.4 create anonymised industry or sector-wide statistics (incorporating the Client Data), which may be shared with third parties; and
  - 13.4.5 collect and use the Client Data (including the Client's risk, loss, reserve and claims data) in the creation, marketing and commercial exploitation of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets



products (which may be used in the Services provided to the Client and/or in services provided to third parties).

13.5 The Recipient's confidentiality obligations will not apply to information:

- 13.5.1 already known to it at the time of disclosure without restrictions on disclosure;
- 13.5.2 in the public domain or publicly available other than as a result of a breach of this Agreement;
- 13.5.3 provided to it by a third party who is under no such obligation of confidentiality; or
- 13.5.4 independently developed by it.

#### 14. **DATA PROTECTION**

14.1 Without prejudice to Clause 14.2, the Client warrants and undertakes that it shall not transfer any Personal Data or Special Category Personal Data to the Company when using the Services or in connection with this Agreement.

14.2 The Company and the Client agree and acknowledge that each Party is an independent controller of business to business contact personal data exchanged in the context of the commercial relationship. Each Party shall comply with its obligations under the Data Protection Legislation and in the event that either Party becomes a processor instructed by the other as a controller of any personal data then the Parties shall enter into a data processing agreement in accordance with Article 28 of the UK GDPR.

14.3 In this Clause 14, "**Controller**", "**Personal Data**", "**Special Category Personal Data**" and "**Processing**" shall bear the respective meanings given to them in the Data Protection Legislation.

#### 15. **COMPLAINTS**

15.1 The Client will raise any complaint about the Services with the relevant Company personnel who handles the Client's account.

#### 16. **FORCE MAJEURE**

16.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement (other than a payment obligation) caused by an event beyond its control ("**Force Majeure Event**"). The Party affected shall give prompt notice in writing to the other Party of such Force Majeure Event and shall use all reasonable endeavours to continue to perform its obligations. Either Party may terminate this Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than three (3) months.

#### 17. **DISPUTE RESOLUTION AND GOVERNING LAW**

17.1 The Parties agree to work in good faith to resolve any disputes arising out of or in connection with this Agreement. If a dispute cannot be resolved it shall be submitted to non-binding mediation in accordance with the Centre for Effective Dispute Resolution's model mediation procedure then in force before either Party pursues other remedies hereunder.

17.2 This Agreement (and all non-contractual relationships arising out of or related to it) shall be governed by and subject to English law or the law applicable to the contracting entities as agreed between the parties, subject to the dispute resolution provisions set out above, each Party hereby irrevocably submits to the exclusive jurisdiction of the relevant courts.

#### 18. **GENERAL**

18.1 **Notices:** Any notice or other formal communication under this Agreement must be in writing and may be delivered by hand or sent by post or courier to the Party to be served at the address set out in this Agreement or at such other address as it may notify to the other Party. Any notice or other document sent shall require recorded delivery.

- 18.2 Any notice or other communication delivered in compliance with Clause 18.1 shall be deemed to have been given at the recorded time of delivery.
- 18.3 **No assignment:** The Client shall not assign, transfer, create a charge over or otherwise dispose of any of its rights, or sub-contract, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the Company.
- 18.4 **No partnership or agency:** Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party the representative or agent of the other Party for any purpose.
- 18.5 **Counterparts:** This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
- 18.6 **Waiver:** The rights of each Party under this Agreement:
- 18.6.1 may be exercised as often as necessary;
  - 18.6.2 are cumulative and not exclusive of rights or remedies provided by law; and
  - 18.6.3 may be waived only in writing and specifically.
- Any delay in exercising or non-exercise of any such right is not a waiver of that right.
- 18.7 **Costs:** Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.
- 18.8 **Third Party Rights:** Subject to express rights granted to Company Affiliates under the terms and conditions of this Agreement, an entity or person who is not a Party to this Agreement may not enforce any of its terms.
- 18.9 **Entire Agreement:** This Agreement sets out the complete and exclusive statement of agreement and understanding between the Client and the Company, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of this Agreement.
- 18.10 **Variation:** Other than the amendments or updates from the Company pursuant to Clause 4.1, any variation or amendment to this Agreement to be in writing and agreed between the Parties.
- 18.11 **Non-solicitation:** During the Term of the Agreement and for a period of thirty-six (36) months following expiry or termination of the Term, the Client will not employ or seek to employ any of the employees of the Company Group (other than by means of a public advertising campaign open to all individuals and not specifically targeted at any of the Company Group employees).
- 18.12 **Severability:** If any provision of this Agreement is held to be void or unenforceable in whole or in part, the other provisions of this Agreement shall continue to be valid.
19. **SCHEDULES**
- 19.1 **Schedule 1 – Definitions**
- 19.2 **Schedule 2 – Platform Availability and Support**
- 19.3 **Schedule 3 – Third Party Services Terms**
- 19.4 **Schedule 4 – Platform and System Security and Controls**
- 19.5 **Schedule 5 – Products**