1. Definitions

1.1 The following words and phrases shall, unless otherwise requires have the following meaning:

1.1.1 "Acceptable Use Policy" or "AUP" means Brigantia's acceptable use policy, the current version of which is available at: https://www.elovade.co.uk/hubfs/Legal/Brigantia_Acceptable_Use_Policy.pdf As amended from time to time;

1.1.2 "Affiliates" means, with respect to any Party, any entity controlled directly or indirectly, by the Party, any entity that controls, directly or indirectly, the Party or any entity directly or indirectly under common control with the Party;

1.1.3 "Agreement" has the meaning set out in Clause 2.1;

1.1.4 "Authorised Representative" shall be a Company Director or other person duly authorised by the Board of Directors;

1.1.5 "Brigantia Partners Limited" means Brigantia Partners Limited (Company No. 094907);

1.1.6 "Brigantia Equipment" means any hardware, cabling, peripherals, software or any other equipment that Brigantia shall provide to the Customer as part of the Services, whether owned by Brigantia or a third-party supplier, but specifically excludes any such equipment that has been sold to the Customer;

1.1.7 "Brigantia Website" means the website: https://www.elovade.co.uk;

1.1.8 "Cancellation Fee" means the amount payable by the Customer pursuant to Clauses 4.1 and 4.2;

1.1.9 "Change Form means the form executed by the Parties detailing the proposed changes to an existing Order Form or SOW;

1.1.10 "Commencement Date" means the date on which a relevant Order Form that acknowledges and accepts this Master Services Agreement is signed by the Parties, or when Brigantia first commences performance of its obligations under the Agreement, whichever is first;

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1.1.11 "Confidential Information" means all confidential information disclosed by a Party or its employees, officers, representatives, contractors, suppliers, agents or professional advisers (together its "Representatives") to the other Party or its Representatives including any information relating of the business, affairs, customers, clients and suppliers of the disclosing Party (or of any Affiliate of the disclosing Party) and any information relating to any services, products, know how, designs, pricing technology - including technical specifications and configurations, trade secrets or software of the disclosing Party;

1.1.12 "Contract Year" means each successive period of 12 calendar months which forms of the Term commencing on the Service Commencement Date or any Renewal Date;

1.1.13 "Control" means the beneficial ownership of more than fifty per cent (50%) of the issued share capital or the legal power to direct or cause the direction of the general management or affairs of the company, partnership or other entity in question and "Controls", "Controlled" and "Controlling" shall be construed accordingly;

1.1.14 "Customer" means the legal entity (or entities as the case may be), that has entered into and signed any of the Order Forms, SOWs and/or MSA, or which receives the Services from Brigantia under the terms of the Agreement, or the legal entity which is listed in an Order Form or SOW;

1.1.15 "Customer Data" means any data provided to Brigantia by the Customer or on the Customer's behalf;

1.1.16 "Customer Equipment" means any hardware, cabling, peripherals, software or any other equipment other than the Brigantia Equipment;

1.1.17 "Customer Laws" means all applicable laws, rules, regulations, mandatory guidelines and codes which, in the case of the Customer and its Affiliates, impose legal or regulatory requirements on a recipient of the Services or any extension, amendment or re-enactment of such an act that may come about from time to time;

1.1.18 "Customer Materials" means the Customer Data, documents and any other tangible material provided to Brigantia by the Customer or on the Customer's behalf under the Agreement;

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1.1.19 "Fees" means the fees and charges payable by the Customer for the Services as described in an Order Form or the SOW, or pursuant to the MSA;

1.1.20 "Force Majeure Event" means any circumstances beyond reasonable control of either Party to the Agreement including strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of any contractors of the Party seeking to rely on the Force Majure Event); civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster, reduction or interruption of any utilities howsoever caused; reduction or interruption of the use of telecommunications, networks, the internet, railways, shipping, aircraft, motor transport or other means of public or private transport, virus and/or hacking attacks or other malicious acts of a third-party not under the control of a Party; and compliance with any law or government order, rule, regulation or direction;

1.1.21 "Initial Term" means, in relation to a Service, the 12-month period beginning on the Services(s) Commencement Date, or such other period as set out in an Order Form or SOW;

1.1.22 "Intellectual Property Rights" means all patents, rights in or to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in data or in confidential information (including know-how and trade secrets), any other intellectual property rights all similar or equivalent rights or forms of protection, and in each case (i) whether registered or unregistered, (ii) including all applications to protect or register such rights, (iii) including all renewals or extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

1.1.23 "Laws" means the Supplier Laws and Customer Laws;

1.1.24 "Master Services Agreement" or "MSA" means these terms and conditions;

1.1.25 "Minimum Written Notice" means the period of 90 days, unless otherwise specified in an Order or SOW;

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1.1.26 "Order Form" means an order which lists the Services, any Initial Term and the Fees for such Services;

1.1.27 "Parties" means Brigantia, and the Customer and "Party" shall mean either of them;

1.1.28 "Premises" means the premises owned and/or operated by the Customer where the Services shall be performed or where any Brigantia equipment shall be installed;

1.1.29 "Professional Services" means any professional or consultancy services described in an Order Form or SOW;

1.1.30 "Renewal Term" means the period of 12 months commencing on the expiry of the Initial Term and each successive period of 12 months thereafter (or such other period as is set out in an Order Form or SOW), in the event that Brigantia has not received Minimum Written Notice prior to the end of the Initial Term;

1.1.31 "Services" means the services to be provided by Brigantia as described in the Service Descriptions, Order Form and/or SOW's, including any Professional Services, in each case, the provision of associated Service Deliverables;

1.1.32 "Service(s) Commencement Date" means the date in respect of each Service on which that Service is made available for use to the Customer in accordance with the provisions of the Agreement;

1.1.33 "Service Credits" means where applicable the credit pre-agreed by the Parties to be applicable and redeemable by the Customer against the Fees where the Parties agree Brigantia is in default of the Service Levels in accordance with the terms of the Agreement;

1.1.34 "Service Deliverables" means any materials, equipment, software, deliverables or any other items of any type developed, created or supplied (whether alone or jointly) by Brigantia or any Brigantia Affiliate in the course of the provision of the Services, including any adaptation or modification of the Customer Materials;

1.1.35 "Service Description" means the document(s) setting out a description of the Services referred to in an Order Form;

1.1.36 "Service Levels" means the service levels for each Service (where applicable);

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1.1.37 "Service Provider" means any third-party used by Brigantia to provide the Services;

1.1.38 "SOW" means the Statement of Work provided by Brigantia, if applicable, to the Customer for the supply of Services;

1.1.39 "Supplier Laws" means all applicable laws, rules and regulations that impose legal or regulatory requirements on Brigantia, its Affiliates and Service Providers;

1.1.40 "Term" means the duration of the Agreement;

1.1.41 "Trade Restrictions" means any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders or requirements including without limitations those of the UN, UK, US and the EU;

1.1.42 "VAT" means value added tax, as defined by the Value Added Tax Act 1994, or any other tax imposed in substitution for it, and any equivalent or similar tax imposed outside the United Kingdom;

1.1.43 "Working Day" means 9:00-5:30 Monday-Friday in England and Wales, excluding UK Public and Bank Holidays;

1.2 In the Agreement, unless the context otherwise requires:

a) clause, schedule and paragraph headings shall not affect the interpretation of the Agreement;

b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

c) words in the singular shall include the plural and vice versa;

d) a reference to one gender shall include reference to other genders;

e) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force time to time taking account or any amendment or re-enactment;

f) a reference to "writing" or "written" includes mail, faxes and e-mail;

g) any refence to an English legal terms for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other that England, be deemed to include reference to what is most closely approximate to the English legal term in that jurisdiction; and

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h) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Agreement

2.1 The Agreement consists collectively of the terms of the Master Services Agreement which is available for review by the Customer on the Brigantia Website, the Order Form, any applicable SOW and the applicable Service Description(s).

2.2 The Agreement shall take effect on the Commencement Date and shall continue unless and until terminated in accordance with the provisions of the Agreement.

2.3 The Agreement and the documents making up the Agreement, shall be read in conjunction with one another. However, in the event of any conflict or inconsistency between any provisions of the documents referred to in the Clause 2.1, shall be resolved in accordance with the following order of precedence:

a) Order Form;
b) SOW (Statement of Work);
c) Service Description; and
d) Master Services Agreement.

3. Ordering and Provision of Services

3.1 The Customer may order Services from Brigantia by signing an Order Form and/or any applicable SOW for Services.

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3.2 The Customer agrees that any Brigantia Affiliate may provide the Services and invoice Customer for the Fees as may be applicable;

3.3 Time for the delivery, provision or completion of the Services is not the essence and shall not be made so by the service of any notice, unless otherwise expressly agreed by the Parties in an Order Form or SOW.

3.4 Where a Service Commencement Date has been notified to the Customer and/or a Service is ready for installation or implementation and the Customer is not ready to accept such installation or implementation for any reason whatsoever, Brigantia may (at its sole discretion) invoice the Customer for the Fees for those affected Service(s) and Fees such shall be payable by the Customer in accordance with the payment terms set out in the Agreement.

3.5 If the Customer agrees to enter into a trial of a Service for a specified period (the "Trial Service") notwithstanding any other terms or provision of the Agreement, the Customer agreed that such Services shall be provided "as is" without warranty of any kind during the period of the Trial Service. Brigantia reserves the right to cancel all Trial Services upon immediate notice to the Customer without liability of any kind to the Customer. Upon termination of the Trial Service, all Brigantia's obligations and liabilities of any kind in relation to the Trial Service will cease.

3.6 Brigantia or its agents (to include any Service Providers) may enter the Premises at such times and dates as agreed between the Parties to inspect any Brigantia Equipment that the Customer may have connected to the Service(s). This permission remains in force until Brigantia, or its agents have removed all Brigantia Equipment from the Premises, or the Customer has returned the Brigantia Equipment notwithstanding termination of the Agreement.

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4. Cancellation and Suspension of Services

4.1 In the event that the Customer cancels a Service(s) for convenience before the expiry of the Initial Term or Renewal Term(s), the Customer shall pay a Cancellation Fee equivalent to the maximum Fees that would otherwise be payable for the remainder of the Initial Term or Renewal Term(s) as the case may be for that Service. The Parties agree that such Cancellation Fee is a reasonable genuine pre-estimate of liquidated damages immediately payable to Brigantia to include all losses, costs and out of pocket expenses (including third-party costs) incurred by Brigantia and any Affiliates with respect to each cancelled Service.

4.2 Where Brigantia is providing Professional Services to the Customer, in the event that the Customer terminates the Professional Services before or after the Services Commencement Date, the Parties agree that the Cancellation Fee payable by the Customer for such termination shall be 75% of the total Fees that would otherwise have been payable under the Order From/SOW for such Professional Services. The Parties agree that such Cancellation Fee is a reasonable genuine pre-estimate of liquidated damages immediately payable to Brigantia to include all losses, costs and out of pocket expenses (including third-party costs) incurred by Brigantia and any Affiliates with respect to such cancelled Professional Services.

4.3 From time to time, Brigantia may deem it necessary to discontinue or terminate a Service, or part of a Service, for reasons including but not limited to product enhancement, upgrade or where a product or service provided by a Service Provider is being discontinued ("Discontinued Service"). In the event of a Discontinued Service, Brigantia will notify the Customer in advance of the discontinuance or termination of the Services(s) in a timely manner (but not less than 30 calendar days) and shall provide any key information pertaining to

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the sourcing of alternative products or services to replace the Discontinued Service.

4.4 Without prejudice to its other rights and remedies under the Agreement, Brigantia may suspend its provision of the Services in the following circumstances:

a) if the Customer is in breach of the Agreement; and/or
b) Brigantia is required to do so by operation of law, or a government authority so requires.

4.5 Brigantia shall provide the Customer with not less than two (2) Working Days advance notice of its intention to suspend the Services under Clause 4.4, unless Brigantia has reasonable grounds not to do so.

4.6 Notwithstanding any other provision of the Agreement, in the event that an Order Form or SOW has been cancelled in accordance with the Agreement, Brigantia shall no longer have any liability to the Customer in respect of any credits, including Service Credits that may have accrued to the Customer in respect of the affected Service(s).

5. Customer Obligations

5.1 It is a condition of the Agreement that the Customer shall at all times use the Service in accordance with the Acceptable Use Policy available at the Brigantia website as may be updated from time to time. The Customer acknowledges and agrees that Brigantia reserves the right, in accordance with law, to monitor and audit the Customer's use of the Services to ascertain the Customer's compliance with the Acceptable Use Policy and the Agreement. The Customer agrees and confirms that it has read and become familiar with the Acceptable Use Policy and that it shall keep up to date with any changes Brigantia makes

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to that policy, as set out on the Brigantia Website and as may be notified by Brigantia from time to time.

5.2 It is a condition of the Agreement that the Customer shall at all times use the Service in accordance with the Service(s) Providers Acceptable Use Policy, or other relevant document(s), as they may apply to the Customer, and as may be updated from time to time.

5.3 The Customer shall:

a) comply with Customer Laws;
b) provide such Customer Materials, information, resources and assistance in a timely manner and at no charge as Brigantia shall reasonably require to perform the Services; and
c) provide Brigantia with reasonable assistance in investigating the cause of Service outages, security problems and any subsequent breach of the Agreement by the Customer or its Affiliates at the expense of the Customer.

5.4 Where it is reasonably necessary for Brigantia, its Affiliates or a Service Provider to attend the Premises in order to perform the Services, the Customer shall, at no cost to the aforementioned parties:

a) provide them with reasonable access to the Premises at times to be agreed, such access not to be unreasonably withheld;
b) inform them of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
c) ensure that any Customer Equipment made available to them is in good working order, suitable to the purpose for which it is used, and conforms to all relevant standards;
d) ensure that the premises is safe; and
e) if required by Brigantia, prepare the Premises in accordance with Brigantia's reasonable instructions.

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5.5 Brigantia may give directions about the use of Services to the Customer which Brigantia thinks are reasonably necessary in the interests of safety or the quality of service to Brigantia's other customers. The Customer shall comply with all such reasonable directions.

6. Change Process

6.1 Brigantia may make any changes to the Agreement (including the acceptable Use Policy or Service Description) as it deems necessary from time to time to take into account operational, legal and technical or commercial matters (including the terms on which any Service Providers provide Brigantia with the Services). Brigantia's rights under this Clause shall not extend to changes to the Fees which shall be governed by the remaining terms of the Agreement.

6.2 If the Customer wishes to propose changes to any Services, where that proposed change is acceptable to Brigantia, Brigantia shall prepare an Order Form setting out any such changes to the Services and submit it to the Customer for their review and approval.

6.3 Notwithstanding Clauses 3.1 and 6.2, where the Customer requests for any new Services, or requests changes to Services that must be done urgently and carried out by Brigantia in good faith before any Order Form or Change Form is signed, the Customer agrees that it shall renumerate Brigantia at the then applicable day rates or Service Fees applicable for such Services provided.

6.4 Where Brigantia elects to make a change to a Service Description under Clause 6.1, Brigantia will ensure that any change(s) applied to the affected Services provide functionality and/or features equivalent to or exceeding the functionality and/or features for that Service(s) prior to the change(s).

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6.5 Changes made pursuant to Clause 6.1 shall be notified to the Customer by posting the changes to the Brigantia Website and shall be deemed to be incorporated into this Agreement and be legally binding upon the Parties with effect from the date such posting is made. Brigantia will provide 30 days' written notice of any material changes directly impacting the Customer's Service but any failure to give such notice shall not act to prevent such changes having full contractual effect.

7. Fees

7.1 Brigantia shall provide a valid VAT invoice to the Customer for the Fees. Unless otherwise stated in an Order Form or SOW, the Customer shall pay to Brigantia the Fees for the Services within 30 days of the date of sending of Brigantia's invoice. Where more than one Service is included in any Order Form or SOW, Brigantia may invoice the Fees for each of the Services separately. All Fees are stated exclusive of VAT which shall be paid by the Customer at the rate prevailing as updated from time to time.

7.2 The Fees paid by the Customer are non-refundable except where expressly states otherwise in the Agreement. If the Customer terminates the Services, Brigantia will not refund Fees paid in advance by the Customer save the Agreement or a Service is terminated by the Customer pursuant to Clause 10.5.

7.3 Brigantia may alter the amount of, or the payment terms relating to the Fees at any time during the Term for the following reasons:

a) to take account of any increases in the costs incurred by Brigantia in the implementation or delivery of the Services (including any increase in the costs or charges of any third-party supplier or licensor to Brigantia).

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b) to pass on any increase in data centre and/or power charges imposed by any third-party supplier to Brigantia; or
c) to pass on any increase in charges imposed by any telecommunications supplier to Brigantia.

7.4 Without limiting Clause 7.3 Fees may also be increased by Brigantia once at any time in each contract year linked to the rate of increase in the Retail Price Index during the preceding 12-month period or 3%, whichever is higher.

7.5 If payment of any undisputed Fees is not made in full by the Customer by the due date for payment under Clause 7.1 and the terms of the Agreement, Brigantia may at its discretion and without prejudice to its other rights and remedies:

a) suspend the provision of the Services to the Customer until such time as all overdue amounts (including any interest due which shall be charged on any overdue amounts at a rate of 1.5% per annum above Barclays Bank PLC base rate for the time being, calculated from the date of the invoice to the date actual payment is received, whether before or after judgement) are paid in full, levy a late payment charge of 3% of all outstanding fees including any interest accrued; and/or
b) set-off such sums against any credits or sums due to the Customer.

7.6 In the event of the replacement, upgrading, reconnection or other amendment of the Services, Brigantia reserves the right to issue dual billing to ensure continuity of any existing Services whilst being replaced by new Services, where such new Services' have already commenced.

7.7 The Customer shall pay the undisputed Fees due under the Agreement in full without any deduction or withholding of, or in respect of, any tax unless required by law. If the Customer is required by law to make any withholding or deduction, the Customer shall, when making the payment to which the withholding or deduction relates, pay Brigantia such additional amount as will

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ensure that Brigantia receives the same total amount that it would have received if no such withholding or deduction had been required.

8. Confidentiality

8.1 During the Term and for a period of three (3) years thereafter each Party (the "Receiving Party") shall hold and keep confidential all Confidential Information of the other Party (the "Disclosing Party" and shall not directly or indirectly disclose any such Confidential Information to any third-party without the express written permission of the Disclosing Party.

8.2 Nothing in this Section 8 shall prevent the Receiving Party from disclosing:

a) any Confidential Information of the Disclosing Party to any Affiliate, consultant, subcontractor or other person provided that such disclosure is reasonably necessary for the purposes of the Agreement and that the Receiving Party has ensured that the recipients are made aware of and agree to provisions no less that this Section 8 in relation to such Confidential Information.

b) any Confidential Information which is or becomes public knowledge, other than by breach of this Section 8; and

c) any Confidential Information which must be disclosed (as required by law, regulation or order of any competent authority) to any governmental or regulatory body or for any legal or judicial proceedings provided always that the Receiving Party shall notify the Disclosing Party of such disclosure in advance (where permitted by law) and shall follow such reasonable instructions of the Disclosing Party where permissible by law.

8.3 Each Party acknowledges that any Confidential Information obtained from or relating to the other Party or any of its Affiliates in the course of negotiating or in the performance of the Agreement is and shall remain the property of the other Party or the relevant Affiliate as applicable.

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8.4 Notwithstanding the provisions of this Section 8 and with the prior consent of the Customer, Brigantia may refer to the Customer by company or trading name and to the existence of the Agreement and Services in any marketing or promotional materials of Brigantia or of its Affiliates, in any Brigantia case studies (whether written, video or otherwise), press releases and through general references including but not limited to the inclusion of the Customer's logo on the Brigantia Website.

9. Intellectual Property Rights and Ownership

9.1 All right, title and interest to, and all Intellectual Property Rights in, the Services and Service Deliverables shall remain vested in Brigantia, the Brigantia Affiliates, Service Providers and/or licensors as applicable.

9.2 Provided that Brigantia has received payment in full of its Fees and to the extent that it is necessary to do so to enable the Customer to make use of the Service Deliverables, Brigantia hereby grants to the Customer a non-exclusive, worldwide, royalty-free, and non-transferable license to use the Service Deliverables for its internal business for the purpose of exercising its rights and fulfilling its obligations under the Agreement.

9.3 Without prejudice to Clause 9.1 and 9.2, where in the course of the provision of the Services, Brigantia provides any Service Deliverables which are owned or licensed by any third-party (which shall include any Brigantia Affiliate) or in which any Intellectual Property Rights are vested in a third-party, the Customer shall comply in full with all license requirements or other agreements applicable to the use of such third-party Service Deliverables (as may be amended from time to time) and as notified to the Customer on the Brigantia Website or in any Service Description, or as may be agreed to by the Customer at the time of installation or use of such Services or Service Deliverables.

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9.4 Brigantia acknowledges and agrees that all property and other intellectual Property Rights wherever in the world enforceable, including all rights, title and interest in and to the Customer Materials and all documents, data and other materials or items relating thereto including all modifications and derivative works thereto, and any and all accrued rights of action therein shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Customer.

9.5 The Customer acknowledges and agrees that it will not, whether during the Term or at any time after termination of the Agreement, in any way question or dispute the legal and beneficial ownership of the Intellectual Property Rights in the Services or the Service Deliverables (or any part thereof) or Customer Materials. The Customer shall not, by action or omission, do anything which may jeopardise, limit or interfere in any manner with Brigantia's rights (or the rights of its Affiliates, the Service Providers and/or licensors) in the same.

9.6 In the event that new inventions, designs, processes or Intellectual Property Rights are created by Brigantia during its provision of the Services and Service Deliverables, the Customer acknowledges and agrees that the same shall be the sole property of Brigantia absolutely.

9.7 The Customer (at its own expense) shall use reasonable endeavors, to ensure that any necessary third-party, shall promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

10. Term and Termination

10.1 Subject to this Section 10, each of the Services will commence on the applicable Service Commencement Date and shall continue for the Initial Term. At the

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end of the Initial Term, each Service shall automatically renew for the Renewal Term and thereafter for consecutive Renewal Terms unless or until such Services are validly cancelled or terminated pursuant to the Agreement. Upon any Services renewing for the Renewal Term, the Customer may within twelve (12) months, raise a dispute or claim of any kind, relating to such Services in the previous Term. Upon failure to do so, the Customer acknowledges and agrees as this being an affirmation of any breach, and the waiver of any rights arising from the applicable Services against Brigantia or its Affiliates.

10.2 Each Party may terminate the Services, in whole or in part, at the end of the Initial Term or any Renewal Term by providing not less than the Minimum Written Notice to the other Party in accordance with the Agreement. In order to cancel the Services validly, Minimum Written Notice must be served on the other Party to expire prior to the expiry of the Initial Term or the relevant Renewal Term(s) (as the case may be). If Minimum Notice is not provided by the Customer to Brigantia in time, a Renewal Term will commence on expiry of the Initial Term or previous Renewal Term(s).

10.3 Where Brigantia is providing Professional Services to the Customer, the Professional Services shall commence on the date referred to in the applicable SOW or Letter of Engagement and shall, subject to the terms of the Agreement, continue unless terminated in accordance with the terms or period of notice specified in the SOW or Letter of Engagement.

10.4 Brigantia may terminate the Agreement and/or the provision of a Service at any time immediately upon written notice to the Customer if:

a) the Customer is in material breach of the Agreement and has failed to remedy such breach which is capable of remedy within 30 days of a written request from Brigantia to do so. Any failure by the Customer to pay any sum due under the Agreement by the due date for payment shall, without limitation, be a material breach of the Agreement which is capable of remedy for the purposes of this Section 10;

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b) the Customer is in material breach of the Agreement which is incapable of remedy. A breach of Sections 5.1, 5.2, 8 or 9 by the Customer shall, without limitation, be a material breach of the Agreement which is incapable of remedy for the purposes of this Section 10;
c) it becomes unlawful for Brigantia or any Service Provider to continue to provide the Services or Brigantia or the Service Provider is required to cease the Services by a competent regulatory authority; or

10.5 The Customer may terminate the Agreement immediately upon written notice to Brigantia where:
a) Brigantia is in material breach of the Agreement, which is capable of remedy, and has failed to take steps to remedy such breach within 30 days of a written request from the Customer to do so; or
b) Brigantia is in material breach of the Agreement which is incapable of remedy.

10.6 Notwithstanding the provisions of Clauses 10.3 and 10.4, either Party may terminate the Agreement and/or the provision of Services immediately upon written notice to the other in the event of:
a) the other Party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt; or
b) Clause 19.2.

10.7 Save for Clause 10.4, in the event the Customer serves notice to terminate the Agreement and/or the Services, the Services shall continue until the expiry of the applicable Initial Term or Renewal Term(s) and remain subject to the terms of the Agreement.

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10.8 Termination of a Service shall not affect other contracted Service(s) which shall continue, subject to the terms of the relevant Agreement.

10.9 Upon termination of the Agreement or any of the Services:

a) the Customer shall immediately stop using the relevant Services and the Customer's right to use the relevant Services shall immediately cease;
b) any licenses granted by Brigantia under the Agreement in respect of the relevant Services shall terminate;
c) the Customer shall remain liable for all outstanding Fees for the Services at the date of termination, including any Termination or Cancellation Fees applicable under the Agreement that Brigantia may charge;
d) upon request Brigantia may provide reasonable assistance to facilitate the migration of the Services to the Customer or its replacement supplier. Such assistance shall be subject to:
    i. full and complete payment by the Customer of Brigantia's applicable prevailing charges for such assistance;
    ii. full co-operation from the Customer and/or the new supplier; and
    iii. agreement between the Parties of a fully scoped and mutually agreed written migration plan;
e) On Customer's request, Brigantia will deliver to the Customer, all Customer Data and Materials in Brigantia's (or any of its subcontractors') possession, save that this shall not include any Customer Data in back-up systems.

10.10 The following Sections and Clauses shall survive the termination or expiry of the Agreement: 1, 2.3, 4, 5, 7, 8, 9, 10.7, 10.8, 11, 12, 17, 20 and 21.

11. Warranties

11.1 Each Party warrants and represents that it has full capacity and authority, all necessary licenses, permits and consents to enter into and perform its obligations under the Agreement.

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11.2 By entering into the Agreement, the Customer warrants and represents that it does so in the course of its business and not as a consumer.

11.3 Brigantia warrants that:

a) it shall provide the Services using reasonable care and skill in accordance with the standards prevailing in the industry for similar services to the Services;

b) the Services shall be provided in compliance with the Supplier Laws.

11.4 Brigantia does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

11.5 Save as expressly set out in the Agreement, all conditions, warranties, representations, express or implied, statutory or otherwise (including the fitness of the Services for a particular purpose) are hereby excluded to the fullest extent permissible by law.

12. Liability

12.1 The Customer hereby agrees to indemnify, keep Brigantia indemnified and hold Brigantia harmless in relation to or in connection with any and all alleged or actual costs, claims, damages, losses, liabilities, proceedings and expenses (including legal fees) whether arising directly or indirectly, brought or threatened against Brigantia or Service Provider by any person, legal entity, or orginisation in connection with:

a) Brigantia's use of the Customer Materials in accordance with the terms of the Agreement; or

b) the Customer's breach of Sections 8 or 9.

12.2 In relation to the indemnity under Clause 12.1 Brigantia shall:

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a) notify the Customer in writing of any claim or potential claim brought by a third-party falling within the scope of the indemnity (a "Claim");
b) make no admission of liability or settlement in respect of the Claim without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed;
c) provide the Customer with all information and assistance that the Customer may reasonably require in relation to the Claim (at the Customer's sole expense); and
d) allow the Customer control over the litigation and settlement of the Claim provided that the Customer keeps Brigantia fully and regularly informed as to the progress of the Claim and that the Customer conducts the Claim with all due attention and skill. In the event that Brigantia is not satisfied with the Customer's conduct of the Claim at any time, Brigantia may take over the conduct of the Claim and may settle or defend any such Claim as it thinks fit without requiring the consent of the Customer.

12.3 Nothing in the Agreement shall exclude or limit either Party's liability for:

a) death or personal injury resulting from its negligence or that of its employees, agents or subcontractors;
b) fraud or fraudulent misrepresentation;
c) willful or deliberate default; or
d) any other matter for which liability cannot be excluded or limited as a matter of law.

12.4 Subject to Clause 12.3 and the express terms of the Agreement, Brigantia shall not have any liability in contract or tort (including negligence) arising out of or in connection with the Agreement (including any collateral contract) for any indirect, incidental or consequential loss or damage for any of the following, in each case direct or indirect:

a) loss of profits;
b) business interruption;
c) loss of business opportunities;

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d) loss of revenue;
e) loss of anticipated savings;
f) wasted expenditure;
g) loss of goodwill;
h) loss of reputation;
i) economic loss; or
j) any loss or corruption or destruction of data.

12.5 Subject to Clauses 12.3 and 10.4, Customer's exclusive remedy for breach of the Service Levels shall be the applicable Service Credits payable by Brigantia for such breach. Where there is no applicable Service Credit, Brigantia limits its liability to an amount equal to the Fees paid for the affected Services for the period of the interruption or delay due to such breach as determined by Brigantia.

12.6 Subject to Clauses 12.3, 12.4, 12.5 and 12.8 each Party's liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with the Agreement (including any collateral contract) shall, in respect of any one incident or any connected incidents, not exceed the total Fees payable by the Customer in the calendar year in which the incident (or first incident in the series of connected incidents) giving rise of the liability occurs or £500,000, whichever is the lower. Notwithstanding the previous provisions of this Clause but subject to Clauses 12.3, 12.4 and 12.5, each Party's total aggregate liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with the Agreement shall not exceed £500,000.

12.7 Subject to Clause 12.3 Brigantia is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities including the internet not under the control of Brigantia or its Service Providers. The Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

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12.8 Clause 12.6 shall not apply in relation to the Customer's liability:

a) under any indemnity given by the Customer in the Agreement; or
b) under any applicable terms of use or terms of service of any Service Providers; or
c) to pay the Fees for the Services delivered by Brigantia under the Agreement.

13. Disputes

13.1 Each Party irrevocably agrees that any dispute of claim that arises out of, or in connection with the Agreement, it's subject matter or formation, shall be under the jurisdiction of the laws of England and Wales and governed by the courts of England and Wales.

a) The dispute management strategy is as follows:
   i) all disputes between Parties arising out of, or relating to the Agreement, will communicate the relevant breach, termination, or validity thereof, by each party in writing to each parties Authorised Representative.
   ii) the Authorised Representatives' will meet in good faith and attempt to settle the dispute within a period of 30 working days of the date of the referral of the dispute to them.
   iii) where both Authorised Representatives agree that a resolution between the parties is not possible through negotiation, the Authorised Representatives shall refer to their respective parties for mediation.
   iv) an independent mediator shall be mutually agreed upon by both Parties. Upon failure to appoint a mediator within 30 working days, Brigantia shall appoint a mediator of their choosing without reference to the other party.
   v) mediation shall be conducted subject to the specific procedure of the chosen mediator/mediator orginisation.

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vi) to initiate mediation, a party must give Written Notice, subject to Section 18, to the other party to the dispute, clearly requesting mediation. Unless otherwise stated, the mediation will commence no later than 30 days after the date of the mediation notice is served to the receiving party.

vii) if the dispute is not settled by mediation within 45 days of the commencement of the mediation, or within such further time period as the parties mutually agree, the dispute shall be referred to litigation proceedings.

b) By signing this document, the Customer acknowledges and accepts the aforementioned dispute management strategy for all dispute proceedings, which may arise out of, or in connection with this agreement.

c) Failure to comply with such strategy shall mean that the Customer is liable for any costs reasonably incurred by Brigantia in this process, or in the defense of any premature litigious proceedings.

14. International Trade Compliance

14.1 The Customer shall hereby acknowledge and agree that the supply of Services and/or Service Deliverables may be subject to Trade Restrictions.

14.2 Brigantia reserves the right to carry out screening and background checks on Customer's prior to the supply of the Services and/or Service Deliverables and at any time during the performance of the Agreement. The Customer shall provide all assistance to Brigantia that they may reasonably require in relation to such checks.

14.3 The Customer is solely responsible for complying with all such Trade Restrictions, and shall not, by action or omission, cause Brigantia to be in breach of such Trade Restrictions.
In particular, the Customer warrants and represents that:

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a) it is not owned or controlled by a Sanctioned Party;
b) it will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Services and/or Service Deliverables, directly or indirectly, to:
   i) any country, territory or destination with which Brigantia, as a matter of policy, does not conduct business, including but not limited to Iran, Syria, Sudan, Crimea & Sevastopol, North Korea, Belarus and Russia; or
   ii) any other territory to which the supply of the Services and/or Service Deliverables would be restricted or prohibited under Trade Restrictions (subject to the Customer obtaining any and all licenses and/or approvals required to make such supply); or
   iii) any Sanctioned Party (or any subsidiary party, owned or controlled by a Sanctioned Party).

15.Anti Bribery and Corruption

15.1 Both Parties shall not permit any of its subsidiaries, affiliates, any of its/their respective directors, officers, managers, employees, independent contractors, or representatives to promote, authorise, pay or arrange for any payment, or giving of a bribe, or otherwise contribute any item of value to, directly or indirectly to any public official, government official, individual entity or private party in exchange for an improper advantage.

In each case, in violation of:

a) the UK Bribery Act 2010;
b) the U.S Foreign Corrupt Practices Act 1977;
c) any other applicable anti-bribery or anti-corruption law, regulation or directive applicable in the jurisdictions where either party, or its/their representatives conduct business.

15.2 Brigantia's External Anti-Bribery and Corruption Policy is available to view at the Brigantia Website here: https://www.elovade.co.uk/legal.

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16. Anti Modern Slavery and Human Trafficking

16.1 For the complete duration of this Agreement, the Customer shall:

a) comply with all applicable anti-slavery and anti-human trafficking law, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015;

b) have and maintain throughout the term(s) of this Agreement its own policies and procedures to ensure its compliance;

c) not engage in any activity, practice or conduct, that would constitute an offence under Sections 1, 2 or 4 of the Modern Slavery Act 2015, or any other international laws implementing or supplementing the aforementioned legislation.

16.2 Each Party agrees it carries out regular, meaningful and comprehensive due diligence procedures, and has substantive internal policies in place to address any suspected human rights abuse where relevant or applicable.

17.Anti-Sexual Harassment

Both Parties shall ensure that none of its/their subsidiaries, affiliates, or any of its/their respective directors, officers, managers, employees, independent contractors, or representatives engage in any form of sexual harassment for the complete duration of this agreement.

This includes, but is not limited to, all instances of physical, verbal or non-verbal harassment, and cases of victimisation.

In all cases, this affirmative action is made with reference to the Equality Act 2010 and the Employment Rights Bill 2024.

Brigantia's External Anti-Sexual Harassment Policy is available to view at the Brigantia Website here: https://www.elovade.co.uk/legal.

18. Customer Data and Protection

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For the purposes of this clause, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Customer Personal Data" shall mean personal data supplied to Brigantia by, or on behalf of the Customer and which is possessed by Brigantia;

"Data Controller" shall have the same meaning as defined in Data Protection Laws:

i) The Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act 2018);
ii) EC Directive 2002/58/EC on Privacy and Electronic Communications, the UK Privacy and Electronic Communications Regulations 2003 (or any replacement of the same);
iii) EC Regulation 2016/679 (the "GDPR") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
iv) All locals or regulations implementing or supplementing the legislation mentioned in (i)-(iii) above.

"Data Processor", "Process or Processing" shall have the same meanings as defined in Data Protection Laws and a "Sub-Processor" is any third-party appointed by the Data Processor to Process the Customer Personal Data;

"Data Subject" shall have the same meaning as defined in Data Protection Laws;

"EEA" means the European Economic Area;

"International Transfer Requirements" means the requirements of Chapter V of the GDPR (Transfers of personal data to third countries or international orginisations) and/or analogous provisions under UK Data Protection Laws (as applicable);

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"Losses" means (i) damages or compensation paid to a Data Subject for breach of the Data Protection Laws, ii) or fines paid to a relevant supervisory authority for breach of the Data Protection Laws;

"Relevant Transfer Mechanism" means: a) in respect of an EU Restricted Transfer, the Standard Contractual Clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("EU SCC's"); b) in respect of a UK Restricted Transfer, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issues by the ICO under or pursuant to section 119 A (1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms) ("UK Addendum") incorporating the EU SCCs; or c) in respect of a Swiss Restricted Transfer, the EU SCCs provided that: 1) any references in the clauses to the GDPR or EU or Member State Law (or similar) shall refer to the Swiss Federal Act on Data Protection 1992 to be replaced by the Swiss Federal Act on Data Protection 2020 and/or other relevant Swiss law (as applicable); 2) the term 'Member State' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with clause 18 (c) of the EU SCC's; and 3) the Swiss Federal Data Protection and Information Commissioner is the competent supervisory authority for the purposes of Clause 13 of the EU SCC's ("Swiss SCC's".
"Standard Contractual Clauses" or "SCC's" otherwise previously known as Model Clauses) means the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) C/2021/3972;

"Personal Data" shall have the same meaning as defined in Data Protection Laws;

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"Processing" shall have the same meaning as defined in Data Protection Laws;

"Restricted Country" means: i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside UK which is not based on adequacy regulations pursuant to UK DPA; and (iii) where Swiss FADP applies, a country outside Switzerland which has not been recognised to provide an adequate level of protection by the Federal Data Protection and Information Commissioner;

"Restricted Transfer" means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country (EU Restricted Transfer); (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country (UK Restricted Transfer); and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country (a "Swiss Restricted Transfer");

"UK Data Protection Laws" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR, the GDPR and the Data Protection Act 2018.

18.1 In the event that this Section 18 conflicts with any other provision of this Agreement, the provisions of this Section 18 shall prevail to the extent of such conflict.

18.2 The Parties confirm that:

a) where Services comprise of Brigantia's processing of Customer Personal Data, Brigantia shall be the Data Processor and the Customer shall be the Data Controller with respect to such processing; and

b) if as a consequence of Brigantia's provision of Services, a Party considers that the relationship between them no longer corresponds to the intention

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of the Parties stated in clause 18.2 (a) above, then it shall notify the other Party and the Parties shall discuss and agree in good faith such steps that may be required to confirm the Parties' intention.

18.3 Without prejudice to the remaining provision of this Section 18, each Party shall comply with the obligations imposed on it by applicable Data Protection Laws with regard to Customer Personal Data processed by it in connection with Services, including, where applicable, appointing a data protection officer.

18.4 Each Party shall ensure that where Services require the processing of Customer Personal Data, the following information will be captured:

a) the subject matter and duration of such Services;
b) the nature and purpose of the processing of the Customer Personal Data required by such Services;
c) the description of the type(s) of Customer Personal Data processed in connection with such Services; and
d) a description of the categories of the Data Subjects comprised within the Customer Personal Data referred to in this Clause.

18.5 Brigantia shall:

a) process the Customer Personal Data strictly in accordance with the instructions of the Customer including with respect to transfers of Customer Personal Data outside the UK or EEA (if any) and shall immediately inform the Customer if in its reasonable opinion, an instruction received from the Customer infringes any Data Protection Laws;
b) ensure that any persons authorised by it to process the Customer Personal Data are subject to an obligation of confidentiality;
c) implement appropriate technical and orginisational measures to ensure that the Customer Personal Data is subject to a level of security appropriate to the risks arising from its processing by Brigantia, taking into account the factors stated in Article 32 of the GDPR, including but not limited to those set out in the Brigantia security policy documentation available on request;

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d) notify the Customer without undue delay of a personal data breach after becoming aware of it;

e) taking into account the nature of the processing, provide reasonable cooperation and assistance to the Customer by using appropriate technical and orginisational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising Data Subject's rights under the GDPR;

f) taking into account the nature of the processing and the information available to Brigantia, provide reasonable cooperation and assistance to the Customer with regard to the Customer's compliance with its obligations under the following Articles of the GDPR:

i) Article 32 (Security of processing);

ii) Articles 33 and 34 (Notification and communication of a personal data breach) in particular, Brigantia will notify the Customer of any data breach affecting Customer Personal Data without undue delay;

iii) Article 35 (Data protection impact assessment) for example through the provision of relevant information to allow the Customer to carry out Data Protection Impact Assessments where required by Article 35 GDPR; and

iv) Article 36 (Prior consultation by the Customer with the supervisory authority).

g) upon termination of Services that required the processing of Customer Personal Data (in whole or in part), at the election of the Customer, deliver up or destroy such Customer Personal Data which is in the possession of, or under the control of, Brigantia unless applicable law requires storage of the Customer Personal Data;

18.6 Where, by operation of clauses 18.5 - 18.7 Brigantia is obliged to provide assistance to the Customer (or to third-parties on its behalf) such assistance shall be provided at the sole cost and expense of the Customer, save where such assistance directly arises from Brigantia's breach of its obligations under this Agreement, in which event the costs of such assistance shall be borne by Brigantia.

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18.7 Notwithstanding any other provision of this Agreement, Brigantia shall be entitled to sub-contract any part of the Services requiring the processing of Customer Personal Data, subject to the following conditions:

a) Brigantia shall notify the Customer in writing of its intention to engage such Sub-Processor. Such notice shall give details of the identity of such Sub-Processor and the services to be supplied by it;

b) the Customer shall be deemed to have approved the engagement of the Sub-Processor if it has not served a notice in writing on Brigantia objecting to such appointment within 7 days of the date that the notice is deemed to be received by the Customer in accordance with Section 19;

c) the Customer consents to use of the Sub-Processors as set out in any Service Descriptions that may apply to any Service;

d) Brigantia enters into a written contract with the Sub-Processor that is on substantially the same terms as set out in this Section 18 (and in particular which provides protections or guarantees necessary to implement appropriate technical and organisational measures in compliance with the Data Protection Laws);

e) Brigantia remains liable for all acts or omissions of this subprocesses as if they were acts or omissions of Brigantia (except to the extent exacerbated by the Customer); and

f) if any objection to the appointment cannot be resolved by the Parties within 5 Working Days of receipt by Brigantia of the objection, Brigantia may on immediate written notice, terminate this agreement without liability and will not be in breach of this Agreement to the extent Brigantia cannot provide its Services or otherwise comply with its obligations as a result of the objection.

18.8 Notwithstanding any other provision of this Agreement, Brigantia will be entitled to act as a Data Processor for a Data Controller for those Services

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requiring the processing of Customer Personal Data, subject to the following conditions:

a) the Customer consents to Brigantia acting as a Data Processor in its delivery of any Services to the Customer, where it is necessary for Brigantia to process Personal Data for a Data Controller in its delivery of any Service, as it may apply;
b) Brigantia enters into a written contract that is on substantially the same terms as set out in this Section 18 (and in particular which provides protections or guarantees necessary to implement appropriate technical and organisational measures in compliance with the Data Protection Laws), with the Data Controllers to which Brigantia acts as a Data Processor; and
c) if any objection to this action cannot be resolved by the Parties within 5 Working Days of receipt by Brigantia of the objection, Brigantia may on immediate written notice, terminate this agreement without liability and will not be in breach of this Agreement to the extent Brigantia cannot provide its Services or otherwise comply with its obligations as a result of the objection.

18.9 Brigantia shall not transfer Customer Personal Data to Restricted Countries in cases where this would constitute a Restricted Transfer without the prior written consent of the Customer. However, the Customer acknowledges and consents to the transfer of Customer Personal Data to any Brigantia entities, or any approved third-party Sub-Processors, subject to Brigantia:

a) carrying out appropriate due diligence on the recipient (and the relevant jurisdiction) to assess the adequacy of the third party and its jurisdiction in light of the Court of Justice of the European Union judgement in the case of C-311/18 Facebook Ireland and Schrems ("Schrems II") and complying with International Transfer Requirements;
b) executing (acting on Customer's behalf as needed), and procuring the execution by the recipient of an appropriate set of Contractual Clauses in

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respect of the Relevant Transfer Mechanism to enable the Restricted Transfer; and

c) complying and procuring that the recipient complies with Brigantia's or the recipient's respective obligations pursuant to Clause 18.9(b) above.

18.10 The Parties agree that subject to the liability cap in Clause 12.6 above, and the provisions Article 82(3) of the GDPR:

a) where a Party is liable for Losses which directly arise from the other Party's breach of its obligations under the GDPR (the "Defaulting Party"), the Defaulting Party shall indemnify the other Party for such Losses;

b) where the Customer is liable for Losses paid to a third-party which directly arise as a consequence of Brigantia acting outside or contrary to the lawful instructions of the Customer with regard to that of the Services comprising the processing of Customer Personal Data, Brigantia shall indemnify the Customer for that part of such Losses corresponding to Brigantia's part of responsibility for the damage suffered by the third-party; and

c) in accordance with the provisions of article 82(3) of the GDPR, where both Parties are responsible for an act, or an omission to act, giving rise to the payment of Losses under clauses 18.10(a) or 18.10(b), then a Party shall only be liable to indemnify the other Party for that part of such Losses which are in proportion to their respective responsibility. The obligations in clauses 18.10(a) and 18.10(b) are also subject to an obligation on the part of the Party suffering the Losses to take all reasonable steps to mitigate or reduce the Losses, including but not limited to making use of any available appeal process.

19. Notices

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19.1 Subject to Clause 19.2 below, any notice required to be given under or in connection with the Agreement shall be in writing and subject to the following delivery options:

a) delivered personally, or by sending it by pre-paid first-class post, recorded delivery or registered post to: Legal Department, Brigantia Partners Limited, Suite 2.1, Hurstwood Business Centre, York Rd, Thirsk YO7 3BX.
b) Email: legal@elovade.co.uk

19.2 A Notice shall be deemed to have been received:

a) if delivered personally, at the time of delivery;
b) if delivered by post, three (3) Working Days from the date of postage; and
c) if sent by email, the same Working Day of sending.

19.3 In the event that the Customer wishes to cancel a Service, or Services, the Customer shall email: partnersupport@ elovade.co.uk

20. Force Majeure

20.1 Neither Party to the Agreement shall be liable to the other for any delay or non-performance of its obligations under the Agreement to the extent that such delay or non-performance is due to a Force Majeure Event. The Customer may not rely on a Force Majeure Event for any delay or non-performance of any obligation to pay Brigantia under the Agreement.

20.2 Either Party may, during the continuance of any Force Majeure Event, terminate the Agreement by written notice to the other Party if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for a continuous period of more than 30 Working Days.

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21. Non-solicitation

21.1 Each Party agrees during the term of the Agreement and for a period of one (1) year following its termination not to solicit or induce any officer, employee, agent or contractor of the other Party involved with the provision of the Services or the management of the Agreement or any significant part thereof to terminate their employment or engagement with the other provided that this Clause shall not apply to any offer of employment made to any employee or officer of other Party as a result of or in connection with a bona fide general employment recruitment or advertisement not targeted specifically at the officers or employees of the other Party laced in the ordinary course of business.

21.2 If a Party is found to be in breach of non-solicitation pursuant to Clause 21.1, then that Party agrees to compensate the other with a one-off payment of whichever is the lesser of:

a) £100,000; or
b) the gross annual salary of the officer, employee, agent or contractor of the other Party so solicited or induced.

22. General

22.1 The terms of the Agreement constitute the entire agreement and understanding between the Parties in respect of the matters set out in the Agreement and supersedes any previous agreement between the Parties in relation to such matters.

22.2 If any provision of the Agreement is held by any competent authority to be illegal, invalid or unenforceable in whole or in part, the unenforceable part shall be reformed or removed to the extent possible to make the other provisions of the Agreement enforceable and give business efficacy to the Agreement and the remainder of the provision(s) in question shall not be affected thereby and shall remain in full force and effect and will not in any way be impaired.

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22.3 Each Party acknowledges that, in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) except as expressly provided in the Agreement. The only remedy available to the Customer in respect of any such statement, representation, warranty or undertaking shall before breach of contract under the terms of the Agreement. Nothing in this Clause shall operate to exclude any liability for fraud.

22.4 Subject to the consent of the other Party (and such consent shall not be unreasonably withheld), either Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement, and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party, Affiliate or any successor entity provided always that the same is of equivalent financial standing to the relevant assignor Party. For the avoidance of doubt, the Customer's consent shall not be required should Brigantia elect to assign, transfer, charge or sub-contact this Agreement to an intra-group entity.

22.5 A person who is not Party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (1999) to enforce any term of the Agreement. This Clause does not affect any right or remedy of any person which exists or is available, otherwise than pursuant to that Act.

22.6 Subject to Clauses 6.1, 6.3 and 6.5, no modification or variation of the Agreement (or any document entered into pursuant to or in connection with the Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to the Agreement.

22.7 Except as expressly set out herein, a waiver of any right under the Agreement is only effective if it is in writing and signed by the waiving Party, and it applies

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only to the person to whom the waiver is addressed and the circumstances for which it is given.

22.8 The relationship of the Parties is that of independent contractors dealing at arm's length. Except as otherwise stated in the Agreement, nothing in the Agreement shall constitute the Parties as partners, joint venturers or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

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