BUSINESSWISE SOLUTIONS LIMITED TERMS AND CONDITIONS – GENERAL SERVICES

(these "Terms and Conditions")

1. Definitions

In this Agreement:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Agreement": these Terms and Conditions together with the Order Form and any document referred to in these Terms and Conditions or the Order Form;

"Breach of Duty": the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Day": any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Client", "you" or "your": the recipient of services under this Agreement, as stipulated in the Order Form;

"Confidential Information": any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;

"Deliverables": any deliverables, materials or documents provided or to be provided (or in respect of which Services are to be provided) or made available by us to you in relation to this Agreement as may be more particularly described as being required to be delivered in or pursuant to the Order Form; for the avoidance of doubt, "**Deliverables**" does not include any document (in whatever form and whatever media) produced by or on behalf of you or your employees, agents or other contractors;

"Fees": the fees payable by you to us for the provision by us of the Services as may be stipulated in the Order Form;

"In-put Material": all documents, information and materials provided to us by you to enable us to perform our obligations under this Agreement;

"Inspired Group": includes Businesswise Solutions Limited, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time;

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

"Liability": liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to this "**Agreement**" shall be deemed to include any collateral contract);

"Order Form": the written document you provide to us containing specific information relating to the particular services supplied or to be arranged to be supplied by us to you;

"Party": us or you, and "**Parties**" means both of us and you;

"Processes": any specifications, reports, notes, records, research, results, processes, descriptions, systems, methodologies, flowcharts, tools, ideas, concepts, information, data, diagrams and designs that we may use to provide the Services or the Deliverables;

"Rates": our time and materials rates for providing services, being our standard time and materials rates from time to time; and

"Services": the services we are to provide under this Agreement, as stipulated in the Order Form;

1.2 references to "**Clauses**" are to clauses of these Terms and Conditions;

1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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

1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;

1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.8 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words "without limitation" unless the context requires otherwise; and

1.9 a reference to "**writing**" or "**written**" includes in electronic form and similar means of communication (except under Clause 11).

2. Agreement

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to all Deliverables and Services.

2.2 Save as expressly provided in this Agreement, this Agreement shall apply to all Services and Deliverables as agreed in the Order Form and it shall operate to the entire exclusion of any other agreement, understanding or proposal or arrangement of any kind between the Parties preceding the date of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

2.4 Any Order Form provided by you to us must be in the form we require from time to time or it shall not form part of this Agreement. This Agreement shall be legally formed and the

Parties shall be legally bound when we have received the Order Form that has been completed by you and submitted by you to us. Submission by you to us of the Order Form shall be deemed to be an offer by you to obtain Services (as specified in the Order Form) from us, subject to the provisions of this Agreement, and our written acceptance of the Order Form shall be considered acceptance of such offer, but the requirements for us to perform any of our obligations under this Agreement shall be conditional upon our receipt from you of any advance payment of Fees as required under this Agreement.

2.5 In the event of a conflict between these Terms and Conditions and the Order Form and any document referred to in these Terms and Conditions or the Order Form, then:

2.5.1 the Order Form shall prevail over

2.5.2 these Terms and Conditions, which prevails over

2.5.3 any other document.

2.6 Each Order Form constitutes a separate agreement; there may be more than one such agreement between the Parties in force at the same time as this Agreement.

3. Services

3.1 We warrant that:

3.1.1 we shall use our reasonable skill and care in providing the Services;

3.1.2 our employees, agents and subcontractors have the necessary skill to provide any Services;

3.1.3 we have all necessary consents, rights and permission to enter into, and perform our obligations under, this Agreement (including Intellectual Property Rights in respect of the Deliverables);

3.1.4 we shall ensure that our employees, agents and subcontractors co-operate with, and make themselves available at all reasonable times for, discussion and meetings with you and your employees, agents or subcontractors;

3.1.5 we shall use our reasonable endeavours to ensure that whilst our employees, agents and subcontractors are on your premises they conform to your normal codes of staff and security practice as are advised to them in advance by you; and

3.1.6 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.

3.2 We do not warrant that the Services or Deliverables will meet your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide in this Agreement. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than us. Except for any matter in relation to which we specifically agree in writing to advise or do, we shall not be responsible, or have any Liability (subject to Clause 7.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.

3.3 Subject to us performing the Services within any timeframe agreed as being necessary for the performance of the Services, we may select our own working times and location. We shall not unreasonably withhold or delay our agreement to perform the Services at any other place that you reasonably request, although you acknowledge that we may charge additional Fees and expenses to reflect our extra costs in performing the Services at the different location.

3.4 We shall be responsible for the provision of the Services only. You shall be responsible for any decision or implementation by you and your employees, agents and other contractors relating to any advice, recommendation or course of action that we propose in the provision of the Services, and, subject to Clause 7.2, we shall have no Liability for the results of such decision or implementation.

3.5 We shall use our reasonable endeavours to perform our obligations under this Agreement within any timescales set out in this Agreement. However, subject to Clause 7.2, we shall not have any Liability for any delays or failures to accurately perform our obligations:

3.5.1 if we have used those endeavours; or

3.5.2 if those delays or failures are caused by any failure or delay on your part or on the part of your employees, agents or subcontractors or by any breach by you of this Agreement or any other agreement.

If there is any slippage in time, we shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

3.6 If we are delayed or hindered in providing any Services as a result of any breach, delay or failure by you to perform any of your obligations under this Agreement or of any other agreement between us and you, then we may charge you at the Rates for:

3.6.1 any time reasonably incurred as a result of the hindrance or breach (including any wasted time for which we had anticipated that our personnel would provide Services under this Agreement but become unable to provide the Services at that time as a result of your act or omission); and

3.6.2 any time that we were going to spend in providing the Services, in addition to the time we actually do spend in providing the Services.

3.7 Except where expressly stated in this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services and Deliverables.

4. Your obligations

4.1 You shall (and, where, appropriate, you shall ensure that your employees, agents and other contractors shall):

4.1.1 ensure that the terms of the Order Form, and any specification or instructions you provide to us for the Services, are complete and accurate;

4.1.2 provide proper, adequate, safe, comfortable and suitable environmental and operating conditions if we undertake any work at your premises;

4.1.3 inform us in writing a reasonable time before the commencement of any Services of any regulations relevant to us when working at any premises under your control;

4.1.4 be present and available at your premises at the required times to enable us to perform our obligations at the times we reasonably require under this Agreement;

4.1.5 fully, frequently and promptly update us as to progress with use of the Services and Deliverables generally, and your activities and developments generally, including reporting on any concerns, issues, queries or comments that need to be resolved or discussed;

4.1.6 ensure that your employees, agents and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with us and our employees, agents and subcontractors to enable us to promptly perform our obligations under this Agreement;

4.1.7 promptly provide to us such data, information and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;

4.1.8 take all care and assume all responsibility with using, instructing or employing any third parties (including other service providers) recommended or referred by us;

4.1.9 promptly comply with all of our reasonable requests in connection with this Agreement;

4.1.10 have all rights, permissions and consents to enter into, and perform your obligations under, this Agreement; and

4.1.11 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under this Agreement.

4.2 It is your responsibility to ensure that the Services and the Deliverables are sufficient and suitable for your purposes and meet your individual requirements.

4.3 You are responsible for ensuring that you provide us with the information required to enable us to properly provide the Services. We shall not be responsible or, subject to Clause 7.2, have any Liability for any failure to provide the Services to the extent caused by your failure to properly ensure the provision of the relevant information.

4.4 It is your responsibility to ensure that:

4.4.1 any decision or implementation made by you and your employees, agents and other contractors as a result of any advice, recommendation or course of action proposed in the provision of the Services by us is made in your best interests; and

4.4.2 the process of making such decision or implementation by you and your employees, agents and other contractors is made in compliance with your relevant risk strategy;

and you bear absolute responsibility and Liability for the consequences of any such decision or implementation.

4.5 You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of this Clause 4. This indemnity shall apply whether or not you have been negligent or at fault.

5. Fees

5.1 In consideration of obtaining the relevant Services we provide pursuant to this Agreement, you shall pay to us the relevant Fees as set out in the Order Form.

5.2 We may charge you for our reasonable expenses incurred in the course of performing our obligations under this Agreement, including for the reasonable accommodation, travel, telephone, food, subsistence, out-of-pocket, any other expenses incurred in the course of performing this Agreement outside of the relevant person's normal place of work, stationery, and materials or equipment agreed in writing between the Parties that we will purchase on your behalf.

5.3 You shall pay to us all amounts due to us under this Agreement at such times and in such instalments as we may direct from time to time. We may issue invoices for the amounts due to us under this Agreement at such intervals as we may, at our absolute discretion, consider appropriate; however, if we are to incur significant expense on your behalf, the Parties may agree (such agreement not to be unreasonably withheld or delayed), on a case-by-case basis, that you shall pay us in advance before we have incurred the expense.

5.4 Unless otherwise set out in the Order Form, all sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

5.5 Where payment for any Services is on a time basis, we shall maintain full and accurate records of the time spent in providing those Services to you and shall produce such records to you for inspection at all reasonable times on request.

5.6 You shall pay us by any payment method that we may stipulate from time to time. No payment shall be considered paid until we have received it in cleared funds in full.

5.7 Payment shall be in the currency in force in England from time to time or such other currency as we may stipulate from time to time for the Fees.

5.8 We reserve the right to increase the Fees and the Rates in respect of any Services or Deliverables not included in the Order Form which we may agree, at our absolute discretion, to provide to you in addition to those Services and Deliverables set out in the Order Form.

5.9 Where Services are provided on a time basis, we do not guarantee that any work intended to be completed within a particular period of time or within a particular maximum figure will be completed during that timeframe or within that budget, and if you would like us to spend any more time continuing to work towards producing a result where this Agreement contains a capped amount of time to be spent, any more time will be subject to us and you first agreeing a change to this Agreement in accordance with Clause 2.6.

5.10 If you are late in paying any part of any monies due to us under this Agreement and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:

5.10.1 charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

5.10.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and

5.10.3 suspend performance of this Agreement until payment in full has been made.

6. Confidentiality

6.1 Each Party must keep the other Party's Confidential Information confidential and must not:

6.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

6.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 6.

Each Party must use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

6.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

6.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

6.2.2 it does so subject to obligations equivalent to those set out in this Clause 6.

6.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 6.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

6.4 The obligations of confidentiality in this Clause 6 shall not extend to any matter which either Party can show:

6.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

6.4.2 was independently developed by it; or

6.4.3 was independently disclosed to it by a third party entitled to disclose the same; or

6.4.4 was in its written records prior to receipt.

6.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

6.6 We may also disclose general information about our relationship with you and your service requirements with other members of the Inspired Group to enable those entities to identify any of their products and services which may be of interest to you and, where appropriate, to contact you about any potentially relevant opportunities.

6.7 We may identify you as our client and the type of Services provided by us to you, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

6.8 On termination of this Agreement, each Party must:

6.8.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, save that each Party may keep one copy of a document containing Confidential Information for business records;

6.8.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and

6.8.3 certify in writing to the other Party that it has complied with the requirements of this Clause 6.8, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

6.9 The provisions of this Clause 6 shall continue to apply after termination of this Agreement.

7. Limitation of Liability

7.1 This Clause 7 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:

7.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or

7.1.2 otherwise in relation to this Agreement or entering into this Agreement.

7.2 Neither Party excludes or limits its Liability for:

7.2.1 its fraud; or

7.2.2 death or personal injury caused by its Breach of Duty; or

7.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

7.2.4 any other Liability which cannot be excluded or limited by applicable law.

7.3 Subject to Clause 7.2, and other than any Liability arising pursuant to this Agreement, we do not accept, and hereby exclude, any Liability for Breach of Duty.

7.4 Subject to Clause 7.2, we shall not have any Liability in respect of any:

7.4.1 indirect or consequential losses, damages, costs or expenses;

7.4.2 loss of actual or anticipated profits;

7.4.3 loss of contracts;

7.4.4 loss of use of money;

7.4.5 loss of anticipated savings;

7.4.6 loss of revenue;

7.4.7 loss of goodwill;

7.4.8 loss of reputation;

7.4.9 loss of business;

7.4.10 ex gratia payments;

7.4.11 loss of operation time;

7.4.12 loss of opportunity;

7.4.13 loss caused by the diminution in value of any asset; or

7.4.14 loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 7.4.2 to 7.4.14 (inclusive) of this Clause 7.4 apply whether such losses are direct, indirect, consequential or otherwise.

7.5 Subject to Clause 7.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

7.5.1 110% of all amounts paid and total other sums payable, in aggregate, by you to us under this Agreement in the 12 months prior to the date on which the claim first arose; or

7.5.2 £50,000.

7.6 The limitation of Liability under Clause 7.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

7.7 You acknowledge and accept that we only provide the Services to you, and otherwise perform our obligations and exercise our rights, under this Agreement, on the express condition that we will not be responsible, nor, subject to Clause 7.2, shall we have any Liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors or customers or any third party.

8. Intellectual Property Rights

8.1 You acknowledge and agree that we or our licensors own all Intellectual Property Rights in the Services, the Processes and Deliverables and any rights arising out of or in connection with them.

8.2 We grant to you a perpetual exclusive licence to use the Deliverables which will continue following the termination of this Agreement.

8.3 We acknowledge that you own all Intellectual Property Rights in the In-put Material. You grant to us a non-exclusive licence to use that Material to the extent necessary for us to provide the Services to you.

9. Termination

9.1 Unless terminated earlier in accordance with the termination provisions under this Agreement, this Agreement shall continue in full force and effect until the latest of:

9.1.1 the completion of the provision of the Services in accordance with this Agreement; or

9.1.2 the conclusion of payment of all sums due under this Agreement.

9.2 Without prejudice to any of our rights or remedies, we may terminate this Agreement with immediate effect (or such other notice period as we see fit in our absolute direction) by giving notice to you if you fail to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment.

9.3 Either Party may terminate this Agreement immediately by notice in writing to the other Party if:

9.3.1 without prejudice to Clause 9.2 the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 10 Business Days of being notified of such breach by the Party;

9.3.2 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or

undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or

9.3.3 the other Party ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

9.4 Termination or expiry of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.

9.5 Termination or expiry of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

9.6 On termination or expiry of this Agreement for any reason:

9.6.1 we shall cease to provide the Deliverables and Services under this Agreement; and

9.6.2 all outstanding Fees and any other sums shall become immediately payable, whether invoiced or not.

10. Force Majeure

Neither Party shall be in breach of this Agreement nor, subject to Clause 7.2, have any Liability for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 60 days, the Party not affected may terminate this agreement by giving immediate written notice to the affected Party.

11. Notices

11.1 Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.

11.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 11.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.3 The provisions of this Clause 11 shall not apply to the service of any proceedings or other documents in any legal action.

12. Assignment

You must not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

13. Severance

13.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

13.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14. Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

16. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

17. Governing law and jurisdiction

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

17.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.