

BIONICAL LIMITED and its Affiliates (trading as Bionical Emas) – Terms of business for purchase of services and/or supply of goods**1. INTERPRETATION****1.1 Definitions:**

Agreement: a contract between Customer and Supplier for the supply of Services and/or the supply of Goods, which shall incorporate the Terms, the Order and the Contract Details.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Charges: the charges payable by Customer for the supply of Services and/or the supply of Goods by Supplier, as set out in the Contract Details.

Contract Details: the document, agreed between the parties and referred to in the Order, containing the following details: a full description of the Services, Deliverables and/or Goods to be supplied (as applicable), performance dates for the Services and/or delivery of the Deliverables and/or Goods (as applicable), the Charges for the Services and/or the Goods (as applicable) and such other information that may be relevant to the Services and/or supply of the Goods (as applicable).

Customer: the Bionical Emas company to which Services and/or Goods are supplied (as applicable), as set out in the Order, which shall be either: Bionical Limited trading as Bionical Emas whose registered office and main trading office is The Piazza, Mercia Marina, Findern Lane, Willington, Derbyshire DE65 6DW United Kingdom; or Bionical Emas, Inc. (an Affiliate of Bionical Limited) whose trading office is 200 Grove Road, Suite A, Paulsboro, NJ 08066, United States; or Bionical Emas Limited (an Affiliate of Bionical Limited) whose main trading office is at Unit 7, Midland Gateway Business Park, Kilbeggan, County Westmeath; or other Bionical Limited Affiliate.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by Customer to Supplier.

Deliverables: all documents, products and materials developed by Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Goods: the goods to be supplied by Supplier to Customer as set out in an Order, which shall include all types of goods except licensed or unlicensed pharmaceutical or healthcare medicines/drugs, compounds, medical equipment or goods ancillary thereto.

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

Order: the written order issued by Customer accepting the offer of the Services to be performed by Supplier and/or the Goods to be supplied by Supplier (as applicable), as set out in the Contract Details.

Services: the services, including without limitation any Deliverables (if any), to be performed by Supplier pursuant to an Agreement, as described in the Contract Details.

Services Start Date: the day on which Supplier is contracted to start provision of the Services, as set out in the Contract Details as may be amended by Customer pursuant to Clause 3.1.

Supplier: means the person or organisation which supplies the Services and/or Goods (as applicable) to Customer, as their details appear on the Order.

Terms: means the terms and conditions set out in this document, as updated by Customer from time to time by: (a) notice in writing to Supplier; and/or (b) as displayed on the Bionical Emas group website.

Warranty Period: as defined in Clause 4.2.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision; (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (c) A reference to **writing** or **written** includes email.

2. FORMATION OF AN AGREEMENT

2.1 These Terms shall govern all Agreements between Supplier and Customer for the supply of Services or Goods and shall supersede and replace all previous terms and/or conditions previously notified to Supplier by Customer or by Customer to Supplier provided that where the parties have executed a separate bespoke written agreement intended to govern the supply of Services and/or the sale and purchase of Goods by Customer, these Terms shall not apply (to the extent they conflict) and the conflicting terms of the bespoke written agreement shall prevail.

2.2 Upon Customer's request, Supplier shall issue a quotation for the provision of Services and/or the supply of Goods (as applicable) in the form of the Contract Details, which shall constitute an offer. Customer shall have up to 60 Business Days to accept the offer. Alternatively, the parties may negotiate further on the Contract Details. If agreement between the parties is reached, Supplier shall issue to Customer the updated Contract Details containing the quotation, reflecting the agreement

reached, and Customer shall have up to 60 Business Days to accept the amended offer. Acceptance shall occur when Customer notifies Supplier in writing of its acceptance by issuing the Order. An Agreement, incorporating these Terms and the Contract Details, shall at that point come into effect between Customer and Supplier.

2.3 These Terms apply to each Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate or which are implied by law, trade custom, practice or course of dealing. Where there is conflict between the terms of these Terms and the Contract Details, these Terms shall prevail save to the extent that these Terms are silent on the issue. Supplier agrees that any terms it seeks to impose or incorporate in any documents shall be null and void whether or not Customer explicitly objects to or strikes out such terms and Customer's silence in relation to such terms shall not amount to acceptance of those terms.

3. SUPPLY OF SERVICES

3.1 Supplier shall supply the Services to Customer from the Services Start Date in accordance with the applicable Agreement. Notwithstanding the foregoing, Customer may, without liability, amend the Services Start Date upon prior written notice to Supplier provided that such notice is sent at least 5 Business Days prior to the Services Start Date. Supplier shall use its best endeavours to perform the Services on the revised service start date requested by Customer pursuant to this Clause 3.1. However, if Supplier cannot reasonably provide the Services on the revised start date, Supplier shall immediately notify Customer in writing and the parties shall act in good faith to agree on a service start date acceptable to both parties.

3.2 Supplier shall meet, and time is of the essence as to, any performance dates set out in the Contract Details or as notified by Customer to Supplier from time to time. If Supplier becomes aware that it may not perform the Services by such performance dates, Supplier shall immediately notify Customer. Customer may, at its discretion: (a) grant Supplier a time extension to perform such Services (but is not obliged to do so); or (b) without liability, cancel the affected Agreement.

3.3 Supplier shall: (a) perform the Services with the highest level of care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade; (b) co-operate with Customer in all matters relating to the Services, and comply with all instructions of Customer; (c) appoint or, at the request of Customer, replace without delay any of Supplier's personnel assigned to provision of Services; (d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled; (e) ensure that the Services and Deliverables shall conform in all respects with the Contract Details and where applicable, that the Services and the Deliverables shall be fit for any purpose that Customer expressly or impliedly makes known to Supplier; (f) provide all equipment, tools, vehicles and other items required to provide the Services; (g) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design; and (h) hold all Customer Materials in safe custody at its own risk, maintain Customer Materials in good condition until returned to Customer, and not dispose of or use Customer Materials other than in accordance with Customer's written instructions or authorisation.

4. SUPPLY OF GOODS

4.1 Where Supplier is supplying Goods to Customer as set out in the Contract Details, the Goods shall: (a) correspond with their description and any specification: (i) set forth in the Contract Details; and (ii) notified by Customer to Supplier from time to time; and (iii) in any documentation in connection with the Goods supplied by Supplier and which Customer relied upon to purchase the Goods; and Supplier acknowledges that precise conformity with the specification is of the essence; (b) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication; and (c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, delivery and installation of the Goods (including Good Manufacturing Practice and Good Distribution Practice, if applicable).

4.2 In addition to any other warranties given by Supplier to Customer in respect of the Goods, Supplier warrants that the Goods shall be free from defects in design, materials and workmanship and shall remain so for 24 months after delivery of the Goods unless the manufacturer or reseller of the Goods offers a longer warranty period, in which case the longer period shall apply ("**Warranty Period**"). If the Goods fail to conform to the warranty set forth in this Clause 4.2, Customer shall notify Supplier as soon as reasonably practicable of the non-conforming Goods together with the suspected issue and rely upon the remedies set forth in Clause 10.

4.3 Any Goods replaced pursuant to Clause 4.2 and 10.2 shall be warranted for a further period equal to the length of the Warranty Period running from the date of delivery of the replacement Goods (or where the Goods require installation by Supplier, the date of successful installation as determined by Customer).

4.4 The warranties set out in this Clause 4 are in addition to and do not replace any remedies available under the law in respect of supply of faulty or unsatisfactory Goods.

5. DELIVERY AND INSTALLATION OF GOODS

5.1 If Supplier is contracted to deliver the Goods for installation by Customer or if the Goods do not require installation, Clause 5.2 to 5.8 (inclusive) shall apply to the delivery of the Goods. If Supplier is contracted to deliver and instal the Goods (or appoints a third party to do so on its behalf), Clause 5.9 to 5.11 (inclusive) shall apply. For the avoidance of doubt, if the Contract Details are silent as to which party is to instal the Goods, the Supplier shall be responsible for such installation. Clause 5.12 and 5.13 shall apply to all Goods supplied by Supplier irrespective of the party performing the installation (if applicable).

5.2 Supplier shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good and uncompromised condition; (b) each delivery of the Goods is accompanied by a delivery note which sets out the date of the Order, the purchase order number (if any), the type and quantity of the Goods, special storage instructions (if any); and installation instructions (if any).

5.3 Supplier shall not deliver the Goods by instalments unless Supplier notifies Customer in advance and Customer authorises delivery via instalments. In the absence of Customer's express authorisation, Customer may reject any Goods delivered via instalments.

5.4 Time for delivery of the Goods is of the essence. Supplier shall deliver the Goods on the date and to the premises specified in the Contract Details or if the Contract Details is silent on delivery dates and/or delivery premises, then the date and/or premises notified by Customer to Supplier. Customer may, without liability, amend any delivery dates and/or change the delivery premises upon prior written notice to Supplier and Supplier shall use its best endeavours to accommodate Customer's request. Unless otherwise agreed between the parties in writing, deliveries shall be made during Customer's normal hours of business on a Business Day.

5.5 If Supplier becomes aware that it will not be in a position to deliver the Goods by the delivery date, it shall immediately notify Customer in writing. In such case Customer shall be entitled, in its sole discretion and without prejudice to any other rights or remedies it may have under the Agreement or in law: (a) grant Supplier an extension to the delivery date and time shall be of the essence for such revised delivery date; or (b) without liability, cancel the affected Agreement.

5.6 Supplier shall deliver the Goods DDP (Incoterms 2020[®]), unless otherwise agreed in the Agreement. Delivery of the Goods shall be made on Supplier's completion of unloading of the Goods at the delivery premises in the presence of representatives of the Customer, at which point risk shall pass from Supplier to Customer.

5.7 Unless otherwise agreed in writing between the parties, the cost of the Goods shall be inclusive of all packaging and delivery charges including any customs and duties.

5.8 Title in the Goods shall pass to Customer upon delivery provided that where Customer has pre-paid for the Goods title shall pass to Customer upon Customer's payment of the Charges.

5.9 If Supplier is supplying Goods in connection with the supply of Services and/or if Supplier is contracted to instal the Goods on behalf of Customer as may be set out in the Contract Details or agreed between the parties from time to time, Supplier shall be solely responsible for delivering, unloading and installing the Goods at the delivery premises designated by Customer. For the avoidance of doubt, in performing the installation of the Goods, Supplier shall, and shall procure that any third party appointed by it shall, comply with the provisions of Clause 3.3.

5.10 The date of installation pursuant to Clause 5.9 shall be the date set out in the Contract Details. If the Contract Details is silent on installation dates, the installation date shall be the date notified by Customer to Supplier from time to time. Customer may, without liability, change the installation date upon written notice to Supplier and Supplier shall use its best endeavours to accommodate Customer's revised installation date.

5.11 Delivery of Goods which require installation by Supplier shall be deemed to have occurred upon successful installation of the Goods (as determined by Customer) at which point risk to the Goods shall pass to Customer. Title in the Goods shall pass to Customer upon the earlier of Customer's payment of the Charges or delivery.

5.12 If Customer is required by Supplier or its third party agent to sign any document(s) upon delivery of the Goods, such document(s) shall not serve as Customer's acceptance of the Goods and any terms and conditions set forth in such document(s) shall be null and void. Any document(s) signed by Customer upon delivery shall only serve as evidence that package(s) have been delivered to Customer's premises. Goods shall not be considered accepted by Customer unless expressly accepted by Customer's authorised representative in writing. In the absence of such written acceptance, Goods shall be considered to be accepted by Customer after 60 Business Days from delivery of the Goods, to the extent that at such point Customer has made no notification to Supplier of its dissatisfaction with the Goods. Acceptance of the Goods shall not prevent the Customer exercising any rights available under law or the Agreement in respect of defects discovered in the Goods after such acceptance.

5.13 Customer shall be entitled to reject the Goods pursuant to Clause 10.

6. CUSTOMER'S OBLIGATIONS

Customer shall: (a) provide such access to Customer's premises, Customer Materials and Customer data, and such other facilities, as may reasonably be requested by Supplier and agreed with Customer in advance, for the purposes of providing the Services and/or supplying the Goods; and (b) provide such necessary information for the provision of the Services and/or supply of the Goods as Supplier may reasonably request.

7. SUPPLIER'S OBLIGATIONS

7.1 In addition to Supplier's obligations set forth in Clause 3 and Clause 4 with respect to provision of Services or supply of Goods (as applicable), the Supplier shall: (a) ensure that it obtains, and maintains all consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the applicable Agreement and Supplier shall produce evidence of such consents, licences and permissions upon Customer's prior written request; (b) comply with: (i) all applicable laws, statutes, regulations and codes from time to time in force, including, where applicable and without limitation, all data protection/privacy legislation and/or Good Distribution Practice or Good Manufacturing Practice; and (ii) upon Customer's request, enter into and comply with any necessary ancillary documents in the form required by Customer, including without limitation a Quality/Technical Agreement and/or a data sharing/processing agreement, which documents shall be incorporated into the applicable Agreement; (c) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Customer's premises or the delivery premises from time to time; and (d)

not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and (e) notify Customer in writing immediately upon the occurrence of a change of Control of Supplier.

7.2 Supplier shall fully co-operate and comply with all requests by Customer (on behalf of Customer or its clients) to audit Supplier's and any of its subcontractors premises, records or operations in relation to the Services and/or supply of the Goods, and shall notify Customer forthwith on becoming aware of any circumstance which may adversely affect Supplier's ability to perform the Services or supply the Goods (including without limitation withdrawal, suspension or conditioning of Supplier licences or authorisations and/or adverse audit findings).

8. INTELLECTUAL PROPERTY

8.1 Supplier shall procure that the title to and the IPRs in all Deliverables shall pass to Customer on the earlier of delivery to Customer or payment of the Charges for them. Supplier transfers the Deliverables to Customer free from all liens, charges and encumbrances.

8.2 All Customer Materials are the exclusive property of Customer and shall be used by Supplier for no other purpose than performance of the Services or supply of the Goods (as applicable). Customer and its licensors shall retain ownership of all IPRs in the Customer Materials. Customer grants Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of each applicable Agreement for the purpose of providing the Services or Goods (as applicable) to Customer only.

9. CHARGES AND PAYMENT

9.1 In consideration for the provision of the Services and/or supply of the Goods (as applicable) and unless otherwise agreed in the applicable Order, Customer shall pay Supplier the Charges in accordance with this Clause 9 and the Contract Details.

9.2 The price for the Goods shall be: (a) the price set out in the Order; and (b) unless otherwise agreed in writing between the parties, inclusive of the costs of packaging, insurance, carriage and installation (if applicable) of the Goods.

9.3 In respect of Services, the Charges shall include all costs and expenses of the Supplier directly or indirectly incurred in connection with the performance of the Services unless otherwise agreed between the parties in writing.

9.4 All amounts payable by Customer exclude amounts in respect of value added tax or other applicable sales tax which Customer shall additionally be liable to pay to Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT (or other applicable sales tax) invoice.

9.5 In respect of Goods, Supplier shall submit accurate invoices for the Charges (plus VAT or other applicable sales tax, if applicable) to Customer within one month after delivery of the Goods unless otherwise agreed between the parties in writing.

9.6 In respect of Services, Supplier shall submit accurate invoices for the Charges (plus VAT or other applicable sales tax, if applicable) to Customer at the intervals specified in the Contract Details, but if no such intervals are so specified, monthly in arrears for Services supplied in the preceding month. Each invoice shall include a full description of the Services provided (including time spent) and all supporting information reasonably required by Customer.

9.7 Customer shall pay each undisputed invoice which is properly due and submitted to it by Supplier, within 60 days of receipt, to a bank account nominated in writing by Supplier.

9.8 Customer may at any time, without notice to Supplier, set off any liability of Supplier to Customer against any liability of Customer to Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under an Agreement. If the liabilities to be set off are expressed in different currencies, Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Customer of its rights under this Clause 9.8 shall not limit or affect any other rights or remedies available to it under an Agreement or otherwise.

10. CUSTOMER REMEDIES

10.1 If Supplier fails to deliver or install (as applicable) the Goods in a form acceptable to Customer by the agreed performance date or perform the Services in accordance with an Agreement or to the Customer's satisfaction, Customer shall, without limiting or affecting other rights or remedies available to it, be entitled to: (a) terminate the applicable Agreement (or part of it) and any outstanding Agreements with Supplier with immediate effect by giving notice to Supplier; and/or (b) refuse to accept any subsequent performance of Services and/or delivery of Goods which Supplier attempts to make; and/or (c) require a refund from Supplier of any Charges paid in advance of the affected Services and/or Goods it has not satisfactorily delivered; and/or (d) refuse to pay for the affected Services or Goods; and/or (e) require Supplier to provide repeat performance of the Services or delivery of Goods (as applicable) within a timescale required by Customer; and/or (f) claim damages for any additional costs, loss or expenses incurred by Customer as a consequence of Supplier's default in performance of the Services or delivery of the Goods (as applicable), including any costs incurred in procuring substitute services and/or substitute Goods from a third party.

10.2 If during the Warranty Period, the Goods fail to conform to their specification or are otherwise defective, Customer shall be entitled to reject the Goods and at Customer's sole discretion, it may: (a) require Supplier to deliver replacement Goods within 10 Business Days of Customer's notification specifying the rejected Goods and Customer's request for replacement Goods; or (b) refund the price paid for the rejected Goods.

10.3 In the event Customer rejects Goods pursuant to Clause 10.1 or 10.2, Customer shall make the Goods available to Supplier for collection within 10 Business Days of its rejection and Supplier shall have 10 Business Days to collect the Goods. All costs and expenses in

connection with replacement and/or collection of the Goods shall be exclusively borne by Supplier.

10.4 Where Customer requires a refund in accordance with Clause 10.1(c) or 10.2(b), Supplier shall make the refund in full within 5 Business Days of Customer's request.

10.5 For the avoidance of doubt, the remedies set out in this Clause 10 are in addition to and do not replace any remedies available under the law in respect of supply of faulty or unsatisfactory Goods.

11. INSURANCE

During the term of each Agreement and for a minimum of 6 years thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance (where supplying Services), public liability insurance, products insurance (where supplying Goods) and any other insurance customary in Supplier's industry and which is necessary to cover the liabilities that may arise under or in connection with the Agreement(s), and shall produce to Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, Customer may terminate any or all Agreements with immediate effect by giving written notice to Supplier if: **(a)** there is a change of control of Supplier; or **(b)** Supplier's financial position deteriorates to such an extent that in Customer's opinion Supplier's capability to adequately fulfil its obligations under the Agreement(s) has been placed in jeopardy.

12.2 Without affecting any other right or remedy available to it, Customer may terminate any or all Agreements without cause on a minimum of 7 calendar days' written notice to Supplier. Supplier may only terminate an Agreement upon Customer's prior written consent.

12.3 Without affecting any other right or remedy available to it, either party may terminate any or all Agreements with immediate effect by giving written notice to the other party if: **(a)** the other party commits a material breach of any term of an Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so; **(b)** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or **(c)** the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.4 Any provision of an Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of such Agreement shall remain in full force and effect.

12.5 Termination or expiry of an Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the applicable Agreement which existed at or before the date of termination or expiry.

13. INDEMNITY

13.1 Supplier shall indemnify Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Customer arising out of or in connection with: **(a)** any claim brought against Customer for actual or alleged infringement of a third party's rights (including any IPR's) arising out of, or in connection with, the receipt, use or onward supply of: (i) the Services; (ii) the Deliverables; or (iii) the Goods by Customer; and **(b)** any claim made against Customer by a third party arising out of, or in connection with: (i) the supply of the Services; and/or (ii) the supply of the Goods; **(c)** Supplier's breach of an Agreement.

13.2 This Clause 13 shall survive termination of the applicable Agreement.

14. CONSEQUENCES OF TERMINATION

On termination of an Agreement for whatever reason: **(a)** Supplier shall immediately deliver to Customer all Deliverables (if any) whether or not then complete, and return all Customer Materials, relating to the terminated Agreement (and if Supplier fails to do so, Customer may enter Supplier's premises and take possession of them. Until they have been delivered or returned, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the supply of the Services or Goods (as applicable)); and **(b)** Supplier shall at Supplier's cost, if so requested by Customer, provide all assistance required by Customer to facilitate the smooth transition of the Services to Customer or any replacement supplier appointed by it.

15. GENERAL

15.1 Force majeure. Neither party shall be in breach of an Agreement nor liable for delay in performing, or failure to perform, any of its obligations under an Agreement if such delay or failure results from events, circumstances or causes beyond its control (a **Force Majeure Event**). Should the Supplier become aware that it will or may be prevented from performing an Agreement (or part of an Agreement) in compliance with its terms due to a Force Majeure Event, it shall notify Customer of the circumstances forthwith, and Customer shall be entitled to terminate the affected Agreement forthwith without liability (and if so, all prepaid Charges made under such Agreement

shall be repaid to Customer within 5 Business Days of such termination).

15.2 Subcontracting. Supplier may not subcontract any or all of its rights or obligations under an Agreement without the prior written consent of Customer. If Customer consents to any subcontracting by Supplier, Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

15.3 Confidentiality. **(a)** Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 15.3(b); **(b)** Each party may disclose the other party's confidential information: **(i)** to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 15.3; and **(ii)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and **(c)** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the applicable Agreement.

15.4 Entire agreement. Each Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.5 Variation. No variation of an Agreement shall be effective unless in writing and signed by the parties (or their authorised representatives).

15.6 Waiver. **(a)** A waiver of any right or remedy under an Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy; **(b)** A failure or delay by a party to exercise any right or remedy provided under an Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under an Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance. If any provision or part-provision of an Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15.7 shall not affect the validity and enforceability of the rest of the applicable Agreement.

15.8 Notices. **(a)** Any notice given to a party under or in connection with an Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and **(b)** Any notice shall be deemed to have been received: **(i)** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and **(ii)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and **(c)** This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9 Third party rights. **(a)** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement; and **(b)** The rights of the parties to rescind or vary an Agreement are not subject to the consent of any other person.

15.10 Governing Law and Jurisdiction. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with an Agreement or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with an Agreement or its subject matter or formation.