

THE DIET AND LIFESTYLE PROJECT

TERMS OF BUSINESS

1. PROPOSAL

1.1. THESE TERMS

- (a) These terms of business shall apply to all quotations, scopes of work, proposals or invoices (**Proposal**) issued by The Diet and Lifestyle Project Limited, being a company incorporated in England and Wales with Company Number and registered office address (**The Diet and Lifestyle Project, we, us, our**).
- (b) For our Subscription services, separate terms and conditions shall apply which are available here www.thedietandlifestyleproject.com/platformterms.
- (c) By accepting a Proposal, including but not limited to either paying an invoice or ticking 'I accept the Diet and Lifestyle Project's Terms of Business' you agree to these terms of business which form a binding contract between you (**the Client**) and us.
- (d) In the event of any inconsistency between these terms and conditions and the Proposal, the clauses of these terms and conditions will prevail to the extent of such inconsistency.

1.1. SCOPE OF SERVICES

- (a) In consideration for the payment of the Fees, The Diet and Lifestyle Project will provide the Client with the services set out in the Proposal (**Services**).
- (b) Unless otherwise agreed, The Diet and Lifestyle Project may, in its discretion:
 - (i) not commence work on any Services until the Client has paid any Fees or deposit payable in respect of such Services; and
 - (ii) withhold delivery of Services until the Client has paid the invoice in respect of such Services or any future Services.
- (c) Any time frame agreed for the performance of the Services is indicative only and subject to change on notice by The Diet and Lifestyle Project.



1.2. CHANGES TO SCOPE

- (a) The Client must pay a 'change in scope fee', in an amount reasonably determined by The Diet and Lifestyle Project (**Change Fee**) for changes to Services requested by the Client which alter the scope set out in the Proposal and requires The Diet and Lifestyle Project to perform additional work or incur additional costs (**Changes**).
- (b) The Diet and Lifestyle Project may in its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
- (c) The Diet and Lifestyle Project will only be required to perform the Changes if:
 - (i) The Diet and Lifestyle Project agrees in writing to perform the Changes;
 - (ii) the Client confirms in writing that they wish for The Diet and Lifestyle Project to proceed with the Changes and the relevant Change Fee; and
 - (iii) the Client agrees to pay the Change Fee.
- (d) This agreement will apply to any Services that are the subject of a Change without this agreement needing to be signed again.

1.3. SECURITY

The Diet and Lifestyle Project will use its reasonable efforts to ensure that the Client's information or data (**Client Data**) is stored securely. However, The Diet and Lifestyle Project does not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to the Client Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

1.4. DISCLAIMER

The Client acknowledges and agrees that:

- (a) all information provided as part of the Services is an opinion only, based on The Diet and Lifestyle Project's experience;
- (b) The Services do not include medical advice, and should not be relied on as such. The Client must obtain professional advice, including medical advice as relevant, before relying on any suggestions or recommendations provided as part of the Services;
- (c) The Diet and Lifestyle Project does not guarantee any particular outcome, or any particular decision from any third party, on any issue, if the Client relies on the Services; and
- (d) it is the Client's responsibility to comply with applicable law and regulations relevant to the Client's business, including but not limited to employment, workplace health and safety, data protection and privacy law.

2. SERVICES

2.1. SUBSTITUTION

- (a) The Diet and Lifestyle Project is not obliged to provide the services of a named individual in respect of the Services and may provide a substitute to perform the services.
- (b) The Diet and Lifestyle Project acknowledges that the Client has the right to refuse the substitute if in the reasonable view of the Client, the substitute(s) have insufficient qualifications and expertise to carry out the work.
- (c) The Diet and Lifestyle Project will remain liable for all acts and/or omissions of any substitute(s) provided under this agreement.

2.2. SUBCONTRACTING

The Diet and Lifestyle Project may subcontract the provision of the Services without obtaining the prior approval of the Client, including where The Diet and Lifestyle Project requires third party expertise. The Client may request to be told the name of any subcontractors working on the Services. The Diet and Lifestyle Project will not provide copies of any subcontracts to the Client.



2.3. SUPERVISION

The Client shall not seek to or exercise any supervision, direction and/or control over The Diet and Lifestyle Project or its employees (including any substitutes) or contractors in the manner or execution of the Services

2.4. MUTUALITY OF OBLIGATIONS

It is not intended for there to be any mutuality of obligations between the Client and The Diet and Lifestyle Project either during the Term or upon termination of this agreement. The Client is under no obligation to offer future contracts to The Diet and Lifestyle Project and if it does make any such offer, The Diet and Lifestyle Project is not obliged to accept it.

2.5. DIETARY REQUIREMENTS AND ALLERGIES

- (a) While we make every effort to prevent cross-contamination in our kitchen and food preparation, we are unable to guarantee that any food item provided as part of the Services is free from any specific allergen.
- (b) We cannot cater for any airborne allergies.
- (c) The Client acknowledges and agrees:
 - (i) it is the Client's responsibility to inform The Diet and Lifestyle Project of any allergies;
 - (ii) allergen information provided is based entirely on information provided by third party suppliers and as such there is a risk that their information is incorrect or they change the formulation without notice;
 - (iii) although The Diet and Lifestyle Project takes reasonable commercial attempts to identify the ingredients that may cause allergic reactions or adverse effects, no allergen or nutritional information provided by The Diet and Lifestyle Project or a third party should ever be considered a guarantee; and

- (iv) some food items served as part of the Services may contain soy, milk, eggs, nuts and cereals containing gluten present in the manufacturing environment, and there may be cross contact with products because of shared cooking and food preparation equipment. Given that this information as well as the items are provided by third party suppliers The Diet and Lifestyle Project does not and cannot guarantee that any of the menu items are safe to consume for people with particular food or other allergies. Clients with allergies must be aware of this risk.
- (d) Clients who have any form of medical condition, food intolerances or food allergies should consult with a medical professional before consuming any of the ingredients.

3. THIRD PARTY TERMS & CONDITIONS

- (a) If the Services involve The Diet and Lifestyle Project acquiring goods and services supplied by a third party on the Client's behalf, the Client acknowledges that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The Client agrees to any Third Party Terms applicable to any third party goods and services that are used in performing the Services or providing any deliverables, and The Diet and Lifestyle Project will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

4. EXTERNAL PROVIDERS

The Diet and Lifestyle Project may refer the Client to engage certain external third party providers (**External Providers**) (**Referrals**). The Client acknowledges that The Diet and Lifestyle Project may not have vetted such External Providers and will not be liable for any loss or damage the Client suffers by using such External Providers.

5. CLIENT OBLIGATIONS

5.1. PROVIDE INFORMATION



- (a) The Client must provide The Diet and Lifestyle Project with all documentation, information and assistance reasonably required by The Diet and Lifestyle Project to perform the Services.
- (b) The Client must provide feedback on all documents or other mock-ups provided to the Client within the agreed time frame, if feedback is included in the Services. If the Client delays in providing any feedback, there may be delays in the Services which The Diet and Lifestyle Project will not be liable for.
- (c) The Client must immediately inform The Diet and Lifestyle Project if the Client plans to use the Services for a different purpose than the purpose for which The Diet and Lifestyle Project was engaged to provide the Services (**New Purpose**). The Client must provide The Diet and Lifestyle Project with all necessary information about the New Purpose to enable The Diet and Lifestyle Project to evaluate the impact of the New Purpose on the Services and determine the Changes and the Change Fee. The Client releases The Diet and Lifestyle Project from all liability in relation to any loss or damage arising out of or in connection with the Client's use of the Services for a different purpose or in a different context than the scope set out in the Proposal.
- (d) The Client warrants that all information, documentation and other material it provides to The Diet and Lifestyle Project for the purpose of receiving the Services, including company information, marketing information, financial records and commercial information, is complete, accurate, compliant with any applicable laws and industry regulations, and up-to-date.
- (e) The Client releases The Diet and Lifestyle Project from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by information, documentation or any other material provided by the Client being incomplete, inaccurate or out-of-date.
- (f) The Client must not do or say anything, which could be deemed to be harmful to the business, goodwill or reputation of The Diet and Lifestyle Project.

5.2. ACCESS

The Client agrees to provide The Diet and Lifestyle Project with access to the Client's premises and personnel, to the extent required to perform the Services, as reasonably required by The Diet and Lifestyle Project to perform the Services.

5.3. CLIENT MATERIALS

- (a) The Client warrants that all information, documentation and other material they provide to The Diet and Lifestyle Project for the purpose of receiving the Services is complete, accurate and up-to-date.
- (b) The Client acknowledges and agrees that The Diet and Lifestyle Project will rely on the accuracy of any plans, specifications and other information the Client provides.
- (c) The Client releases The Diet and Lifestyle Project from all liability in relation to any loss or damage that may arise in connection with the Services, to the extent it is caused or contributed to by information, documentation or any other material provided by the Client being incomplete, inaccurate or out-of-date.

5.4. COMPLIANCE WITH LAWS

The Client agrees that it will not by receiving or requesting the Services:

- (a) breach any applicable laws, rules and regulations (including any applicable data protection laws); or
- (b) infringe the intellectual property rights or other rights of any third party or breach any duty of confidentiality.

5.5. INSURANCE

- (a) The Client acknowledges and agrees that it is responsible for insuring itself against its risks under and in connection with this agreement.
- (b) The Client must ensure that it effects and maintains adequate insurance to cover the Client's risks and liabilities under this agreement and any activities undertaken by the Client in connection with this agreement, including as applicable to the particular activity, business insurance, professional indemnity insurance, errors and omissions insurance and public liability insurance.

6. PAYMENT

6.1. FEES

- (a) The Client must pay the Fees in the amounts, and in accordance with the Payment Terms, set out in the Proposal.
- (b) To the maximum extent permitted under statutory provisions, any Fees paid in accordance with this agreement are non-refundable.

6.2. INVOICES

The Diet and Lifestyle Project will issue a valid invoice to the Client for payment of the Fees. The Client must pay the Fees in accordance with the remittance method set out in an invoice. The Fees become due and payable in accordance with an invoice regardless of whether the Client has approved any particular concepts or materials scheduled for approval at that time.

6.3. LATE PAYMENT

If the Client does not pay an amount due under this agreement on or before its due date:

- (a) The Diet and Lifestyle Project may suspend provision of the Services;
- (b) The Diet and Lifestyle Project may seek to recover the amount due by referring the matter to a collection agency; and
- (c) without limiting any of The Diet and Lifestyle Project's other rights under these terms, the Client must pay The Diet and Lifestyle Project statutory interest of 8% per annum on each amount outstanding, from the due date for payment to the date on which payment is received by The Diet and Lifestyle Project, plus any other amount The Diet and Lifestyle

Project is entitled to claim under law including *The Late Payment of Commercial Debts (Interest) Act 1998*.

6.4. EXPENSES

Unless otherwise agreed:

- (a) the Client will bear all computer storage, media and related expenses reasonably incurred by The Diet and Lifestyle Project in connection with the Proposal;
- (b) any third-party costs incurred by The Diet and Lifestyle Project in the course of performing the Services may be billed to the Client, unless specifically otherwise provided for in the Proposal;
- (c) the Client agrees to reimburse The Diet and Lifestyle Project for all reasonable expenses incurred by The Diet and Lifestyle Project in connection with carrying out the Services. However, no additional expenses in excess of £100 will be incurred without prior agreement of the Client (or the Client's nominated representative). It should be noted that overseas travel, accommodation and other travel expenses are not included in the Fees and that international air travel is by business class. Any expenses invoices will be payable in accordance with the Payment Terms set out in the Proposal; and
- (d) The Diet and Lifestyle Project reserves the right to require payment of certain expenses in advance.

6.5. VAT

Unless otherwise indicated, amounts stated in the Proposal do not include VAT. In relation to any VAT payable for a taxable supply by The Diet and Lifestyle Project, the Client must pay the VAT subject to The Diet and Lifestyle Project providing an invoice outlining the VAT.

1. ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Fees.
- (b) You acknowledge agree that the processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner, which can be found at:
 - (i) <https://stripe.com/gb/legal/consumer>.
- (c) You release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.
- (d) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

7. ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) all displays or publications of any deliverables provided to the Client as part of the Services (**Deliverables**) must bear an accreditation and/or a copyright notice including The Diet and Lifestyle Project's name in the form, size and location as directed by The Diet and Lifestyle Project, unless otherwise agreed;
- (b) the Client must not, during or after the Term, remove the accreditation to The Diet and Lifestyle Project;
- (c) The Diet and Lifestyle Project retains the right to describe the Services and reproduce, publish and display the Deliverables in The Diet and Lifestyle Project's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Services and Deliverables in connection with such uses; and
- (d) In connection with such uses under this clause, The Diet and Lifestyle Project may:
 - (i) exercise such rights after termination of this agreement, and if the Client is no longer a client of The Diet and Lifestyle Project;

- (ii) be credited with authorship of the Services and Deliverables; and
- (iii) refer to the Client, and use the Client's name, logos and other branding (acting reasonably, and without holding itself out as acting on behalf of the Client).

8. CONFIDENTIALITY, NON-SOLICITATION AND DATA PROTECTION

8.1. CONFIDENTIALITY

- (a) Except as contemplated by this agreement or the Proposal, each party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) This clause does not apply to:
 - (i) information which is generally available to the public (other than as a result of a breach of these terms or another obligation of confidence);
 - (ii) information required to be disclosed by any law or regulation; or
 - (iii) information disclosed by The Diet and Lifestyle Project to its subcontractors, independent contractors, officers, directors, employees, cloud storage providers, agents or professional advisers for the purposes of performing the Services or its obligations under this agreement.
- (c) For the purposes of this clause 8.1, "**Confidential Information**" means information of or provided by a party to the other party under or in connection with this agreement or the Proposal that is by its nature confidential information, is designated by the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.
- (d) For the Client only, "Confidential Information" also includes the terms of this agreement.

8.2. NON-SOLICITATION



For the duration of the Term and for 12 months thereafter, the Client shall not directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity employ, solicit or engage or attempt to employ, solicit or engage any directors, officers or employees of The Diet and Lifestyle Project with which the Client had contact during the course of the Term of this agreement.

8.3. DATA PROTECTION

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, the Client agrees that The Diet and Lifestyle Project will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
 - (i) The Diet and Lifestyle Project providing Services as specified in the Proposal;
 - (ii) The Diet and Lifestyle Project and/or our independent contractors and third party suppliers may use the contact details of the Client and the Client's representatives to send marketing materials or other publications;
 - (iii) The Diet and Lifestyle Project may process personal data concerning its other clients and contacts in other ways for its own business purposes;
 - (iv) The Diet and Lifestyle Project may process and transfer personal data as necessary to effect a re-organisation of its business; and

- (v) The Diet and Lifestyle Project may share personal data with other legal or professional advisers used by us to provide the Client with legal or professional services.
- (c) During and after the delivery of Services, there may be limited occasions where The Diet and Lifestyle Project may process on the Client's behalf as a processor any personal data the Client have provided to The Diet and Lifestyle Project. The Diet and Lifestyle Project will advise the Client in writing where The Diet and Lifestyle Project believes The Diet and Lifestyle Project may act as a processor and any such processing shall be in accordance with, and subject to, the Client's instructions.
- (d) Before performing the processing, The Diet and Lifestyle Project shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. The Diet and Lifestyle Project will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by the Client to The Diet and Lifestyle Project against unauthorised or unlawful processing, accidental loss, destruction or damage, including when The Diet and Lifestyle Project subcontract any processing (for example, in the case of external storage of data).
- (e) The Client's instructions are taken to include the use by The Diet and Lifestyle Project, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (f) The Client gives positive consent for The Diet and Lifestyle Project to obtain, store and process information about the Client as described in the preceding paragraphs. The Client agrees that where necessary the Client will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing The Diet and Lifestyle Project with personal data.
- (g) Any personal data supplied by The Diet and Lifestyle Project to the Client about employees/independent contractors of The Diet and Lifestyle Project and/or any third parties may only be used for the express purposes for which that information is provided to the Client.
- (h) Each party shall comply with the terms of the Data Protection Legislation.



9. INTELLECTUAL PROPERTY

9.1. CLIENT CONTENT

The Client grants to The Diet and Lifestyle Project (and its subcontractors, employees or agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any Services.

The Client:

- (a) warrants that The Diet and Lifestyle Project's use of Client Content as contemplated by the Proposal will not infringe any third-party Intellectual Property Rights; and
- (b) will indemnify The Diet and Lifestyle Project from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

9.2. THE DIET AND LIFESTYLE PROJECT IP

- (a) The Client will not acquire Intellectual Property Rights in any The Diet and Lifestyle Project IP. Any Developed IP will be solely and exclusively owned by The Diet and Lifestyle Project.
- (b) Subject to the payment of the Fees, The Diet and Lifestyle Project grants to the Client:
 - (i) a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use any The Diet and Lifestyle Project IP; and
 - (ii) an exclusive, royalty free, non-transferable, worldwide and revocable licence to use any Developed IP,
 to the extent required for the Client to use, enjoy the benefit of or exploit the Services and/or Deliverables.

9.3. DEFINITIONS

For the purposes of this clause 9:

- (a) **“Client Content”** means any documents or materials supplied by the Client to The Diet and Lifestyle Project under or in connection with this agreement or the Proposal, including any Intellectual Property Rights attaching to those materials.
- (b) **“Developed IP”** means any materials produced by The Diet and Lifestyle Project in the course of providing Services or Deliverables including photographs, documentation, reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to those materials.
- (c) **“The Diet and Lifestyle Project IP”** means all materials owned or licensed by The Diet and Lifestyle Project that is not Developed IP and any Intellectual Property Rights attaching to those materials.
- (d) **“Intellectual Property Rights”** means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

10. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) To the maximum extent permitted by the applicable law, neither The Diet and Lifestyle Project, nor any of The Diet and Lifestyle Project's employees, contractors, directors, officers or agents (**Personnel**) will be liable to the Client for:
 - (i) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by the Client, even if The Diet and Lifestyle Project or any of its Personnel have been advised of their possible existence, arising in connection with the provision of the Services or this agreement;
 - (ii) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with the provision of the Services or this agreement
- (c) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement or in connection with the provision of the Services including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in England and Wales (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (d) Without prejudice to the limitation of liability provisions above, in the event that the Client incurs any loss, damage or expense arising out of this agreement, the Client agrees that The Diet and Lifestyle Projects maximum liability to the Client shall be limited to either (a) the total amounts paid by you to us for the provisions of the Services listed in the Proposal under which the liability arose, or (b) where the liability does not relate to the Services listed in the Proposal, the sum of £500.

11. TERMINATION

11.1. TERMINATION RIGHTS

- (a) The Diet and Lifestyle Project may terminate this agreement for any reason at any time by providing 14 days' written notice to the Client. The date of termination will be the date that is 14 days from the date of the notice.

- (b) Client may terminate this agreement for any reason at any time by providing 14 days' written notice to The Diet and Lifestyle Project. The date of termination will be the date that is 14 days' from the date of the notice.
- (c) Either party (**Non-Defaulting Party**) may terminate this agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party:
 - (i) is in material breach of this agreement and either:
 - (A) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or
 - (B) that breach is not capable of remedy; or
 - (ii) becomes subject to any form of insolvency or bankruptcy administration.

The date of termination will be the date that notice is given.

11.2. ACCRUED RIGHTS AND LIABILITIES

The expiration or termination of this agreement will not prejudice any accrued rights or liabilities of either party, nor excuse either party from a breach of this agreement occurring prior to expiration or termination of this agreement.

11.3. CONSEQUENCES OF EXPIRATION OR TERMINATION

Upon expiration or termination of this agreement:

- (a) the Client will pay any outstanding Fees for Services provided (or that would have been provided should the termination notice not have occurred) up to the date of termination;
- (b) the Client must pay all amounts owed for Services already provided as at the date of termination;
- (c) each party must return all property of the other party to that other party;
- (d) where the agreement is terminated by The Diet and Lifestyle Project pursuant to clause 11.1(c), the Client must immediately cease using all Developed IP and The Diet and Lifestyle Project IP; and
- (e) each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing Confidential Information of the other party.

11.4. SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

12. DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

13. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email

address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

14. FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 14(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of the Affected Party;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.



15. GENERAL

15.1. GOVERNING LAW

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

15.2. JURISDICTION

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 this agreement or its subject matter or formation.

15.3. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

15.4. AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

15.5. THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

15.6. SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

15.7. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

15.8. COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

15.9. COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

15.10. WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.11. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

15.12. INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (h) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (i) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

