

Terms and Conditions of Contract

1. General

- 1.1 The following Conditions will govern the relationship between the Supplier and the Customer in relation to the provision of the Services, and form part of the Contract entered into between the Parties, as defined below.
- 1.2 Should the Customer not agree to be bound by, or not understand this Contract, including any of the component documents making up the Contract, the Customer may not access or use the Platform and should cease access or use immediately.
- 1.3 In the Contract, the following definitions apply:

Account;	a collection of Authorised Users, Reporting Entities and Processes managed by Account Owners on behalf of a Customer and forming a segregated unit for data ownership and security control.
Account Owner/s;	the individual user/s attributed with ownership of an Account on the Platform on behalf of a Customer. A user who registers an Account on behalf of a Customer will be deemed to be the Account Owner unless otherwise agreed between the Parties.
Authorised User;	any user permitted to access an Account by an Account Owner and to use that Account in terms of this Contract on behalf of a Customer. Authorised Users may include, but not be limited to, employees, agents and subcontractors of the Customer.
Business Day;	a day other than a Saturday, Sunday or public holiday in England.
Charges or Fees;	the charges payable by the Customer to the Supplier for the supply of the Services in accordance with Appendix 1 of the Letter of Engagement and clause 9 of these Conditions.
Conditions;	the Supplier's standard terms and conditions of business as contained herein, as amended from time to time.
Contract;	the agreement between the Supplier and the Customer which consists of: <ol style="list-style-type: none"> 1) Letter of Engagement; 2) these Conditions; and 3) any schedules, annexures, addenda or amendments to any of items 1) to 2) above as may be agreed by the parties from time to time in writing.
Contract Term;	the period commencing on the Effective Date and ending on the Termination Date.
Customer;	the person or entity named as such in Appendix 3 of the Letter of Engagement.
Customer Data;	<ol style="list-style-type: none"> 1) material, information or other data inputted into the information fields of the Supplier Software and/or uploaded onto the Platform by the Customer or by the Supplier on the Customer's behalf; and 2) the outputs, including but not limited to reports, generated by the Platform in response to the use of the Platform by the Customer, whether or not these outputs are cached, exported or otherwise extracted from the Platform. For the avoidance of doubt, "Customer Data" does not include any meta-data associated with such outputs, nor does it include any reporting templates which the Supplier may make available for download.
Customer Default;	the acts or omissions listed in clause 8.1, which may be performed by the Customer, its employees, its agents, sub-contractors, or any other party authorised to act on the Customer's behalf.
Data Protection Laws;	all laws and regulations applicable to the protection of personal data.

Effective Date;	the date of signing the letter of engagement with the Supplier
For:sight Platform or Platform	a process-management software environment in which Authorised Users are able to define and execute custom processes intended for financial and regulatory reporting, made available to the Customer at [Link].
Intellectual Property Rights;	patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs (including website design and layout), computer data and database rights, source and object code, templates, rights to use, and protect the confidentiality of, confidential information (including know-how and technical information), 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.
Letter of Engagement;	Signed agreement between the Parties setting out the term of engagement (Engagement Date, Start Date and Period of Supply), Scope of Engagement, cost and payment terms.
Malware;	a thing or device (including any software, code, file or programme) that may: i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device; ii) prevent, impair or otherwise adversely affect access to, or the operation of, any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); or iii) adversely affect the user experience; including worms ,Trojan horses, viruses and other similar things or devices.
Party/Parties;	the Customer and the Supplier;
Period of Supply:	The Initial Period of Supply, or Subsequent Period of Supply, as the case may be, as defined in the Scope of Engagementl
Personal Information;	any information that personally identifies the Customer (if the Customer is a natural person), including contact information (including full name, business email address, correspondence address and telephone number), and payment information. It includes the Account Owner, Authorised Users or any agents, employees or representatives of the Customer who are natural persons. It does not include Customer Data or any pseudonymised or anonymised data, in terms of this Contract.
Scope of Engagement;	the specification of functionality the Customer is entitled to under this Contract, as set out in Appendix 1 to the Letter of Engagement.
Services;	the provision of access to the Platform to the Customer and its Authorised Users, as described more fully in the Scope of Engagement.
SLA	the service level agreement referred to in the Scope of Engagement, as this may be amended or replaced from time to time.
Software Maintenance;	any error corrections, updates and upgrades that the Supplier may make to the Platform, as well as any other support or training services provided to the Customer under this Contract, where applicable.
Supplier;	Arkk Consulting Limited t/a Arkk Solutions registered in England and Wales with company number 06957576.
Supplier's Privacy Notice	the privacy notice accessible at https://www.arkksolutions.com/privacy-statement , as it may be amended or replaced from time to time.
Supplier's Security Statement	the security statement accessible at https://www.arkksolutions.com/security-statement , as it may be amended or replaced from time to time
Supplier Software;	the software infrastructure underlying the Platform, which is provided to the Customer under this Contract for the purpose of utilising the Services. Software

	is run both on hosting servers and within the Customer's browser. This includes any error or fault corrections, updates, upgrades, modifications, versions and enhancements to it, along with all related documentation, including user manuals and other materials related to the Supplier Software or the Services.
System Requirements	the minimum computer system requirements of the For:Sight Platform, available at https://www.arkksolutions.com/reporting-platform-system-requirements , as these may be amended or replaced from time to time.
Termination Date;	the date on which the Contract expires or is terminated in accordance with clause 14.

2. Duration of Contract

- 2.1 The Contract is effective for the Contract Term.
- 2.2 Notwithstanding clause 2.1 above, the Supplier shall not be obliged to provide any Services prior to the Start Date (as defined in the Letter of Engagement).

3. Authorised use of the Platform

- 3.1 Subject to the terms and conditions of the Contract, the Supplier agrees to provide the Services to the Customer. The Services are provided solely for the Customer's internal business purposes.
- 3.2 The Customer acknowledges and agrees that it will be responsible for the management of the Account of its chosen reporting entities via the Platform, including without limitation inviting Authorised Users to access the Account, initiating of any processes that it wishes to be performed on the Platform, and making use of any other features that are offered on the Platform.
- 3.3 The rights granted under this Contract are granted to the Customer only, and do not extend to any third party, except as provided for in this Contract.
- 3.4 The rights granted under this Contract do not permit the Customer to use the Platform to process data on behalf of any third party, except for a Reporting Entity in respect of which the Customer has paid the Charges.
- 3.5 The Customer will not, and will ensure that each Authorised User does not:
 - (a) knowingly access, store, distribute or transmit any Malware through the Platform;
 - (b) store, distribute or transmit any material (including Customer Data) through the Platform that is unlawful, harmful, threatening, defamatory, obscene, harassing, racially or ethnically offensive, or that facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities. The Supplier has the right, but not the obligation, to remove any material (including Customer Data) that may, in the Supplier's sole discretion, breach this Contract or that is otherwise objectionable;
 - (c) attempt to duplicate, distribute, use, modify, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Platform or the Supplier Software except as is expressly permitted by this Contract or allowed by any applicable law which is incapable of exclusion by

agreement between the Parties, and then only provided that it has notified the Supplier of its intention to do so in advance;

- (d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or the Services, hardware, or software networks connected to the Platform;¹ or
 - (e) attempt to obtain, or assist others in obtaining, unauthorised access to the Platform.
- 3.6 The Customer will ensure that each Authorised User uses the Platform appropriately, and understands the obligations and limitations placed upon the Customer by this Contract. The Customer will assume all risks associated with the use of the Platform by Authorised Users.
- 3.7 Should the Customer use the Platform to communicate with a third party, including by email:
- (a) the Customer is solely responsible for ensuring that such communications are compliant with applicable laws, including, but not limited to, any Data Protection Laws, and will indemnify the Supplier against any claim that the Customer has failed to do so; and
 - (b) the Supplier has no responsibility to vet, question, challenge, review or filter any such communication, and the Supplier will be entitled to act upon the written instructions of any Authorised User in respect of such communications.

4. Customer Data

- 4.1 Subject to clause 4.6 below, the Customer will own all right, title and interest in and to all of the Customer Data and will have the sole responsibility for the legality, reliability, integrity, accuracy, appropriateness and quality of the Customer Data.
- 4.2 The Customer hereby grants the Supplier a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable right during the Contract Term to use, reproduce, create derivative works of, distribute, transfer, transmit and distribute the Customer Data in any electronic media now or in the future for the purposes of (i) displaying the Customer Data on the Platform to the Customer/Authorised Users; (ii) processing the Customer Data in connection with providing the Services to the Customer; (iii) distributing the Customer Data, either electronically or via other media, to the Customer; (iv) storing or hosting the Customer Data in a remote database or for access by users of the Platform; (v) anonymising or pseudonymising the Customer Data; and/or (vi) otherwise using the Customer Data in connection with the performance of this Contract. This licence will apply to the Customer Data in any form, medium, or technology now known or later developed.
- 4.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy will be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier undertakes to maintain back-ups of Customer Data for a period of no less than 30 days from the date of last usage.

¹ The Supplier's current fair usage policy allows no more than 10GB of stored data and 500 single core computer hours per reporting entity per year.

- 4.4 The Supplier will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up) or the Customer.
- 4.5 In specific instances, the Supplier may agree to process Customer Data inputs it receives by any means other than through the Platform, e.g. email, text, letter, voicemail messages or conversations on the Customer's behalf. The Customer acknowledges that the Supplier is under no obligation to process Customer Data received in this manner unless specifically agreed with the Customer in each individual instance.
- 4.6 Subject to the terms of clause 5, the Supplier reserves the right to retain a copy of those elements of the Customer Data that can be anonymised or pseudonymised in all material respects so that they can no longer be traced back to, or identified as, that of the Customer, for the purpose of research and benchmarking.

5. Personal Information

- 5.1 On registration of an Account, the Supplier is required to collect and administer certain Personal Information of the Customer, as defined herein. In doing so, the Supplier acts as a data controller, as defined in the applicable Data Protection Laws.
- 5.2 The Supplier undertakes to act in accordance with applicable Data Protection Laws in this regard. The Customer hereby consents to the Supplier's Privacy Notice, as updated from time to time.
- 5.3 The Customer represents and warrants that all Personal Information provided in connection with the Customer's Account will be current, complete and accurate, and that the Customer will maintain the completeness and accuracy of said Personal Information via the relevant links on the Platform.

6. Supplier's Undertakings

- 6.1 The Supplier will provide the Services using reasonable skill and care.
- 6.2 The Supplier will maintain its security infrastructure at the level that can reasonably be expected of it, specifically as set out in the Supplier's Security Statement.
- 6.3 The Supplier will ensure that, once the Customer has acquired formal access to the Platform, the Supplier Software will perform substantially in accordance with the description of the Supplier Software in the **Scope of Engagement** and SLA (as applicable) for as long as the Supplier is obliged to provide the Services pursuant to this Contract. Only these specifications and any relevant supporting documents provided to the Customer will be relevant to the contractually agreed quality and features of the Services. Any other oral or written statements of quality or features will not be valid unless expressly agreed between the Parties in writing and incorporated into the Contract.
- 6.4 The Supplier will comply with all applicable laws and regulations with respect to its activities under this Contract.
- 6.5 While the Supplier will use reasonable commercial efforts to ensure that the Customer's use of the Services is uninterrupted and error-free, it cannot warrant that this will be the case.

- 6.6 If the Supplier Software does not conform to Clause 6.3 (other than as a result of Customer Default as described in clause 8) the Supplier will, as part of the Services, use reasonable commercial efforts to correct any such non-conformance, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any such non-conformance.

7. Customer undertakings

- 7.1 The Customer undertakes to:
- (a) provide the Supplier with all necessary cooperation in relation to the Contract;
 - (b) provide access to such information, materials and personnel assistance as may be required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information, and software interfaces to the Customer's other business applications, and will ensure that such information and materials are accurate in all material respects;
 - (c) ensure that any information that it provides to the Supplier in connection with this Contract is complete and accurate;
 - (d) be responsible for all activity occurring using passwords or hardware provided to it or used by it in connection with the Platform;
 - (e) comply with all applicable laws and regulations with respect to its activities under this Contract;
 - (f) carry out all Customer responsibilities set out in this Contract in a timely and efficient manner; and
 - (g) maintain its hardware and telecommunications systems used in connection with the Platform in accordance with no less than the System Requirements.
- 7.2 The Customer agrees to report promptly to the Supplier any problem, error, security breach or suspected Platform inadequacies that the Customer or its Authorised Users may experience as soon as it becomes aware of such.
- 7.3 The Customer accepts responsibility for the selection of the Platform to achieve its intended results and acknowledges that the Platform has not been developed to meet the individual requirements of the Customer.

8. Customer Default

- 8.1 In the context of this Contract, Customer Default will include, but not be limited to any act or omission by the Customer, its Authorised Users, its employees, contractors or agents, which results in any one or more of the following:
- (a) the Customer's breach of this Contract, in particular, any failure by the Customer to perform in accordance with clause 7;
 - (b) use of the Platform contrary to the Supplier's instructions;

- (c) termination, interruption, delay, transmission or inaccuracy of any Customer Data;
 - (d) the transmission of Malware onto the Platform, or the presence of Malware on the Customer's computer systems where there is a risk of transmission to the Platform;
 - (e) inaccuracy of any data received from a third party and used by the Supplier in connection with the Services, including in connection with the Platform; or
 - (f) modification or alteration of the Platform by any party other than the Supplier or the Supplier's agents.
- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed due to a Customer Default, or where a Customer Default poses a risk to the integrity of the Platform, the Supplier Software, or the Supplier's business, without limiting its other rights or remedies:
- (a) the Supplier may suspend performance of the Services or (where applicable) the provision or use of the Services and/or access to the Platform until the Customer remedies the Customer Default; and
 - (b) the Supplier may rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations.
- 8.3 If the Customer Default results, either directly or indirectly, in material loss, damages, or expenses (hereafter 'losses') to either the Customer or the Supplier:
- (a) the Supplier will not be liable for any losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's inability to perform, or delay in performance of any of its obligations under this Contract; and
 - (b) the Customer undertakes to reimburse the Supplier for any losses sustained or incurred by the Supplier, on reasonable demand from the Supplier.

9. Charges and payment

- 9.1 The Charges and payment terms for the Services are as set out in the Engagement Letter, and/or as otherwise agreed between the Parties in writing.
- 9.2 All amounts quoted under the Contract are exclusive of value added tax (VAT). The Customer will pay to the Supplier additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 9.3 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier may, in its absolute discretion, require that interest be paid on the overdue amount at the rate of 2% per annum above Lloyds TSB Bank plc's base rate from time to time. Such interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

- 9.4 The Supplier will maintain complete and accurate records of the Customer's Platform usage and will allow the Customer to inspect such records at all reasonable times, on request.

10. Intellectual property rights

- 10.1 Except as expressly stated herein, this Contract does not grant the Customer any rights to or in the Intellectual Property Rights or any other rights or licences in respect of the Platform, the Supplier Software, the Services or any related documentation or material.
- 10.2 The Supplier confirms that it has all the rights in relation to the Supplier Software that are necessary to grant the Intellectual Property Rights to the Customer that it purports to grant under, and in accordance with, the terms of this Contract.
- 10.3 The Platform features trademarks, service marks, and logos that are the property of the Supplier and/or its licensors, including those of other third parties. All of these trademarks, service marks and logos are the property of their respective owners, and the Customer will not use them in any manner without the prior written permission of the applicable owner.
- 10.4 The Customer warrants that it owns or has sufficient legal right to the Intellectual Property Rights in the Customer Data to allow the Supplier to use it in the manner contemplated by this Contract and that the Customer Data does not breach any applicable law or infringe the rights (including any Intellectual Property Rights and data privacy rights) of any third party.
- 10.5 The Supplier will keep the Customer indemnified against all liabilities, costs, claims, losses, and expenses assessed against, or incurred by, the Customer as a result of, or in connection with, any claim brought by a third party against the Customer that the supply of the Services infringes such third party's Intellectual Property Rights. In the event that such a claim arises, the Customer will:
- (a) promptly notify the Supplier of any such claim;
 - (b) not make any admission or compromise with respect to such claim without the prior approval of the Supplier; and
 - (c) provide, at the Supplier's cost, all information and assistance as the Supplier may reasonably require in order to manage any claim.
- 10.6 Clause 10.5 will continue in full force and effect for 3 years following termination of the Contract.

11. Liability

LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Nothing in these Conditions will limit or exclude a Party's liability for:
- (a) death or personal injury caused by its gross negligence, or the negligence of its employees, agents or subcontractors under or in connection with this contract;
 - (b) fraud, fraudulent misrepresentation or wilful default; or

- (c) where such limitation or exclusion would contravene applicable laws.
- 11.2 Subject to clause 11.1 and except for liability in respect of breaches of third-party Intellectual Property Rights (clauses 10.5) and Confidentiality (clause 13):
- (a) neither Party will be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, or indirect or consequential loss, costs, damages, charges or expenses arising under or in connection with the Contract; and
 - (b) the total liability of either Party under this Contract will in no circumstances exceed the Charges paid by the Customer to the Supplier in the 12 months preceding the event or occurrence out of which the liability arose.
- 11.3 The Supplier will have no liability to the Customer in respect of:
- (a) the performance, capability or functionality of any third-party computer system; or
 - (b) to the extent relevant, any failure of any third party to accept any Customer Data processed by the Platform, except where the Supplier is in default of the Contract.
- 11.4 This clause 11 will continue in full force and effect for 3 years following the Termination Date of the Contract.

12. Insurance

For the duration of the Contract, the Supplier will maintain in force, with a reputable insurance company, all insurances as required by law, including but not limited to Professional Indemnity Insurance, Public and Products Liability Insurance, and Cyber and Data Insurance, each with a limit of indemnity of not less than GBP 1 million in relation to any one claim or series of claims.

13. Confidentiality

- 13.1 For the purposes of this Contract, **Confidential Information** means, without limitation:
- (a) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Party or relating to Party's or any of its affiliates' business, projects, operations, finances, activities or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), or any proposed change thereto;
 - (b) any information in connection with or related to negotiations or discussions between or including the Disclosing Party (as defined below) and the Receiving Party (as defined below) with respect to the relationship, including (without limitation) that the Disclosing Party and the Receiving Party are having such negotiations or discussions;
 - (c) Personal Information;

- (d) any other information disclosed by a Party and designated as confidential; and
 - (e) any other information that a Party knows or ought reasonably to know that the other Party wishes to keep confidential.
- 13.2 By way of illustration, but not limitation, Confidential Information includes information regarding:
- (a) all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate, software programs and documentation licensed by third parties to a Party, and any other similar information or material;
 - (b) the business or financial condition of a Party or directly or indirectly related to a Party's companies or investments or its internal administrative, billing and accounting systems;
 - (c) business or financial information directly or indirectly related to a Party's companies and investments;
 - (d) other processes and procedures employed by a Party; and
 - (e) ideas, marketing lists, marketing strategies, and client lists and client information.
- 13.3 A Party (**Receiving Party**) will keep in strict confidence all Confidential Information that has been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors.
- 13.4 The Receiving Party will only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and will ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 13.5 The undertakings above do not apply to:
- (a) any information which is, or in future comes into, the public domain (unless as a result of the breach of this Contract);
 - (b) any information which is already known to the Receiving Party and which was not subject to any obligation of confidence before it was disclosed to the Receiving Party by the Disclosing Party;
 - (c) any disclosure of Confidential Information that is required by law or by any competent authority.

The Receiving Party will, on request from the Disclosing Party, return all copies and records of the Confidential Information disclosed by the Disclosing Party to the Receiving Party and will not retain any copies or records of the Confidential Information disclosed by the Disclosing Party, unless required by law or a court of competent jurisdiction (see

the Supplier's Privacy Notice for retention periods applicable to the Customer's Personal Information).

- 13.6 This clause 13 will continue in full force and effect for 3 years following termination of the Contract.

14. Termination

- 14.1 The Scope of Engagement determines the Period of Supply.
- 14.2 Without limiting its other rights or remedies, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing to do so; or
 - (b) the Customer is unable to pay its debts in accordance with section 123 of the Insolvency Act 1986; or
 - (c) the Customer has a receiver, liquidator or administrator appointed over any of its undertakings or enters into an arrangement with any creditors or class of creditors.
- 14.3 On termination of the Contract for any reason:
- (a) the Customer will immediately pay to the Supplier all sums due under the Scope of Engagement up to and including the date of termination;
 - (b) the Customer will not be entitled to any set-off or refund of amounts paid in advance under the Contract, unless termination is as a result of the Supplier's default (under clause 5.3 or 5.4);
 - (c) the Supplier will delete the Customer Data and each Party will delete or return the other's Confidential Information immediately on the request of the other Party, and in the absence of such request, within 90 days of the date of termination; and
- 14.4 Termination of the Contract, however arising, will not affect any of the Parties' rights and remedies that have accrued as at termination and clauses which expressly or by implication survive termination of the Contract will continue in full force and effect for the periods stipulated in this Contract, commencing on the Termination Date.

15. Force majeure

- 15.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other third party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, computer virus, server failure, utilities failure, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 15.2 Neither Party will be in breach of the Contract nor be liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.3 The Parties will use all reasonable endeavours to mitigate the effect of a *Force Majeure* Event on the performance of their obligations.

16. General

16.1 Assignment and other dealings

Either Party may assign its rights or sub-contract its obligations under the Contract to any member of its own company group by written notification to the other Party of their intention to do so, including details of the party to whom they will be assigning or sub-contracting.

16.2 Notices

- (a) Any notice or other communication given to a Party in connection with the Contract will be by PDF attachment to an email sent with the read receipt notification function activated at the following email address.

Supplier's email address: support@arkksolutions.com

Customer's email address: As provided on registration of the Customer's Account on the Platform.

- (b) A notice or other communication will be deemed to have been received on the date and time of receipt of the automatically generated read receipt notification.

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will 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 will be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Contract.

16.4 Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and will 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 the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

16.5 No partnership or agency

The Parties agree that nothing contained or implied in this Contract will have the effect of establishing a partnership, agency or trust between them. Neither Party has any authority to bind the other Party in any way.

16.6 Third parties

A person who is not a Party to the Contract will not have any rights to enforce its terms.

16.7 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, will be effective unless it is agreed in writing and signed by, or on behalf of, both Parties.

16.8 **Governing law**

The Contract, 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), will be governed by, and construed in accordance with the laws of England and Wales.

16.9 **Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).