

LETHICO LTD TERMS AND CONDITIONS FOR THE SUPPLY OF SUBSCRIPTION SERVICES

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Authorised User: means, in respect of the Subscribed Service, the named user authorised by the Customer to use that Subscribed Service in accordance with the terms of the Contract.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.5.

Contract: the contract between lethico and the Customer for the supply of Services in accordance with these Conditions and the Order.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Content: any information and materials (including works of authorship, files, processes, systems, ideas, know-how, concepts, methodologies, flowcharts, manuals, data, databases, database structures, content, descriptions, documents, notes, records, results, reports, text, research, lists, diagrams, artwork, designs, sketches, models, photographs, drawings, plans, specifications, images, logos, styles, graphs, graphics, names, devices, domain names and marks (in whatever form and on whatever media)) provided by lethico from time to time as part of the Subscribed Services, and which may include Third Party Input.

Customer: the person or firm who purchases Subscribed Services from the Supplier.

Data Protection Laws: all applicable data protection laws in relation to this Agreement, including the General Data Protection Regulation EU 2016/679 ("GDPR") and any national laws or regulations constituting a supplement, replacement or successor data protection regime to that governed by GDPR (including the UK's Data Protection Act 2018).

lethico: lethico Ltd registered in England and Wales with company number 13124384 with a registered office address of Binley Business Park Harry Weston Road, Binley, Coventry, West Midlands, United Kingdom, CV3 2TX.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and 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 Customer's order for Subscribed Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the iethico, iethico's order form, or by submitting an order online, as the case may be.

Subscription Fees: the charges payable by the Customer for the supply of the Subscribed Services in accordance with clause 7.

Subscribed Service(s): the services supplied by Iethico to the Customer as set out in the Order.

Third Party Input: any data, input or information originating from a third party (such as a pharmaceutical companies and suppliers, pharmacies, and publicly available information in UK and internationally).

Year: a period of 12 months commencing on the Commencement Date, or each subsequent period of 12 months commencing on an anniversary of the Commencement Date.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative 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.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Subscribed Services in accordance with these Conditions.
- 2.2 The Contract shall come into existence (**Commencement Date**) and the Customer agrees to be bound by these Conditions upon the earliest of either (i) the Order being deemed to be accepted when Iethico issues written acceptance of the Order; or (ii) commencement of the Subscribed Services; (iii) clicking to accept or agree to these Conditions via Iethico's website, application, or other digital interface; or (iv) the payment of any applicable Subscription Fees.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Subscribed Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by Iethico shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Subscribed Service

- 3.1 In consideration of, and subject to, the timely payment of the Charges and the Customer's compliance with these Conditions, Iethico shall provide the Subscribed Services to the Client during the term of the Contract.
- 3.2 Upon acceptance of the Order and subject to these Conditions, Iethico grants the Customer a non-exclusive, non-transferable, personal right to use each Subscribed Service.
- 3.3 The Customer acknowledges that access to the Subscribed Services may take up to two Business Days from Order Acceptance to initially set up and that use of the Subscribed Services is at all times subject to the Customer's compliance with these Conditions.
- 3.4 The Customer acknowledges that the Subscribed Services do not include:
 - (a) any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

- (b) dedicated data back up or disaster recovery facilities; or
- (c) legal, accounting or other professional or regulated services and that, except as expressly stated in the Contract, no assurance is given that the Subscribed Services will comply with or satisfy any legal or regulatory obligation of any person.

3.5 The Customer acknowledges that lethico shall be entitled to modify the features and functionality of the Subscribed Services. lethico shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Subscribed Service.

4. Authorised Users

4.1 The Customer shall ensure that only the named Authorised User uses the Subscribed Services and that such use is at all times in accordance with the Contract. The Customer shall ensure that the Authorised User is, at all times while they have access to the Subscribed Services, the employee or contractor of the Customer.

4.2 The Customer shall ensure that only the Authorised User for the Subscribed Services uses the Subscribed Services. If the Customer requires removal of the individual as an Authorised User and to replace them with another individual, permission shall be sort from lethico. In lethico's sole discretion, it may grant such a change of the individual as Authorised User subject to payment of an administration fee and in accordance with the terms of the Contract, but Authorised User accounts cannot be shared or used by more than one individual at the same time.

4.3 The Customer shall make a request to lethico within 7 Business Days if it requires such a change to be made to the named Authorised User, including when Authorised User ceases to be employed or engaged by a relevant entity such that they are no longer entitled to be an Authorised User.

4.4 Without prejudice to any other right or remedy of lethico, in the event the Customer is in breach of clause 4.3 then the Customer shall be liable to pay for the number of Authorised Users above the purchased Authorised User for the Subscribed Services for the relevant period during which infringement occurred.

4.5 The Customer shall be liable for the acts and omissions of the Authorised User as if they were its own and only provide the Authorised User with access to the Subscribed Services provided by lethico and shall not provide access to (or permit access by) anyone other than an Authorised User.

4.6 The Customer shall procure that the Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Contract.

- 4.7 The Customer warrants and represents that it, and the Authorised User and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer's organisation as necessary for use of the Service) their password or access details for the Subscribed Services.
- 4.8 The Customer shall (and shall ensure the Authorised User shall) at all times comply with the <https://iethico.com/terms-and-conditions> User Agreement and all other provisions of our Contract.
- 4.9 If any password has been provided to an individual that is not the Authorised User, the Customer shall, without delay, disable any such passwords and notify lethico immediately.
- 4.10 The Customer shall comply (and shall ensure the Authorised User complies) with all applicable laws, rules, and regulations governing export that apply to the Subscribed Services and Content (or any part).
- 4.11 Clauses 4.5 to 410 (inclusive) shall survive termination or expiry of the Contract.

5. Customer's obligations

- 5.1 The Customer shall (and shall ensure the Authorised User shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.
- 5.2 The Customer shall:
- (a) ensure that the terms of the Order are complete and accurate; and
 - (b) co-operate with lethico in all matters relating to the Subscribed Services;

6. Warranties

- 6.1 Subject to the remainder of this clause 6, lethico warrants that:
- (a) it has the right to enter into the Contract and to provide the Client with a right to access and use of the Subscribed Services; and
 - (b) shall provide the Subscribed Services with reasonable care and skill.
- 6.2 If there is a breach of the warranty in this clause 6.1, lethico shall at its option: use reasonable endeavours to repair or replace the impacted Subscribed Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Subscribed Services) refund the Charges for the impacted Subscribed Services which were otherwise payable for the period during which lethico was in breach of any such warranty. To the maximum extent permitted by law, this clause 6.1 sets out the Customer's sole and

exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of the warranties in clause 6.1.

- 6.3 The Customer acknowledges that subject to clause 6.1, the Subscribed Services and Content are provided on an 'as is' basis and without warranty to the maximum extent permitted by law. The Customer acknowledges that use of any Content provided through Subscribed Services is entirely at its own risk, for which lethico shall not be liable.
- 6.4 The Subscribed Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that lethico shall have no liability for any such delays, interruptions, faults, errors or other problems.
- 6.5 The Customer acknowledges that:
- (a) access to the Subscribed Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause;
 - (b) lethico cannot guarantee that the Subscribed Service will stay the same, be compatible with all or any hardware or software which the Customer may use, or be available all the time or at any specific time.
 - (c) the Content it is provided only for general information and lethico does not warrant that the Subscribed Services and/or the Contents will meet the Customer's present or future specific individual needs or requirements or be suitable for any particular purpose.
 - (d) the Content does it constitute any form of advice or recommendation, nor should it be relied upon by the Customer in making (or refraining from making) any specific commercial, investment or other business or personal decisions.
 - (e) lethico does not warrant the Subscribed Services will be complete, error-free, wholly accurate or up-to-date or that it will be delivered without interruption, fault or error.
 - (f) lethico is reliant on Third Party Input and also that there may be a time delay between new Third Party Input arising and the Content being updated.
 - (g) the Subscribed Services and Content are intended to act as a useful guide and lethico does not warrant the Content will be the accuracy and up-to- date.
- 6.6 The warranties in clause 6.1 are subject to the limitations set out in this clause 6 and shall not apply to the extent that any error in the Subscribed Services arises as a result of:
- (a) incorrect operation or use of the Subscribed Services by the Customer, or any Authorised User (including any failure to follow the lethico instructions);

- (b) use of any of the Services other than for the purposes for which it is intended;
- (c) any act by any third party (including hacking or the introduction of any virus or malicious code);
- (d) any modification of Subscribed Services (other than that undertaken by lethico or at its direction); or
- (e) any breach of the Contract by the Customer (or Authorised User).

6.7 The Customer acknowledges that Content made available through the Subscribed Services may incorporate Third Party Input and/or be user generated and/or AI generated and will not have been checked and/or verified by lethico. The Customer agrees that lethico has no responsibility for its the use, consequences of use or reliance on any Third Party Input and the Customer assumes sole responsibility for results obtained from the use of the Subscribed Services and the Content by the Customer, and for conclusions drawn from such use.

6.8 The Customer acknowledges that no liability or obligation is accepted by lethico (howsoever arising whether under contract, tort, in negligence or otherwise):

- (a) that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to lethico;
- (b) that the operation of the Subscribed Services and Content may be subject to minor errors, inaccuracies or defects;
- (c) that the Subscribed Services shall not be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible by lethico; and
- (d) in respect of any use by the Customer of the Subscribed Services or any Content the Customer assumes sole responsibility for results obtained from the use of the Subscribed Services and the Content by the Customer, and for conclusions drawn from such use.

6.9 Other than as set out in this clause 6, and subject to clause 12.5, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

7. Subscription Fees

7.1 The Subscription Fees and any other charges expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Order.

- 7.2 Except as otherwise specified in the Order:
- (a) Subscription Fees are paid annually in advance;
 - (b) Subscription Fees are based on services purchased and not actual usage;
 - (c) except as provided in the Order, payment obligations are non-cancellable and any Subscription Fees paid are non-refundable; and
 - (d) the Subscription Fees for the Subscribed Services are fixed during the initial term of the Contract.
- 7.3 The Customer is responsible for providing complete and accurate billing and contact information to lethico and notifying lethico of any changes to such information.
- 7.4 Access and use of the Subscribed Services is conditional upon lethico receiving payment in full and cleared funds of the issued invoice.
- 7.5 lethico shall invoice the Customer annually in advance for the Subscription Fees and the invoices shall be paid within 30 calendar days of the date on the invoice in full and in cleared funds to a bank account nominated in writing by lethico. Time for payment shall be of the essence of the Contract.
- 7.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by lethico to the Customer, the Customer shall, on receipt of a valid VAT invoice from lethico, pay to lethico such additional amounts in respect of VAT as are chargeable on the supply of the Subscribed Services at the same time as payment is due for the supply of the Subscribed Services.
- 7.7 Fees payable to Subscribed under the Contract shall be paid into the lethico's bank account by BACS or electronic funds transfer unless otherwise notified by lethico to the Customer in writing in accordance with the Contract.
- 7.8 lethico shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 7.9 lethico shall be entitled to increase the Subscription Fees for the Subscribed Services on an annual basis with effect from each anniversary of the Commencement Date.
- 7.10 The Client shall not have a right to access, receive or use the Subscribed Services until it has paid the Subscription Fees and taxes applicable in full.

- 7.11 If the Customer fails to make a payment due to Iethico under the Contract by the due date, then, without limiting Iethico's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual property rights

- 8.1 All Intellectual Property Rights in and to the Subscribed Services, Content and any software or applications used by or on behalf of Iethico to provide the Subscribed Services (**Applications**) belong to and shall remain vested in Iethico or the relevant third party owner. To the extent that the Customer or any person acting on its or their behalf acquires any Intellectual Property Rights in the Subscribed Services, Applications, Content and any other materials or documents provided by Iethico or any other part of the Subscribed Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Iethico or such third party as Iethico may elect. The Customer shall execute all such documents and do such things as Iethico may consider necessary to give effect to this clause 8.1.
- 8.2 Iethico grants to the Customer, or shall procure the direct grant to the Customer, of a non-exclusive, limited licence during the term of the Contract to use the Subscribed Services solely for its own business purposes. The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 8.2.
- 8.3 Except for the rights expressly granted in these Conditions, the Customer, any Authorised User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Subscribed Services (or any part including the Applications or Content) and no Intellectual Property Rights of either party are transferred or licensed as a result of the Contract.
- 8.4 This clause 8 shall survive the termination or expiry of our Agreement.

9. Defence against infringement claims

- 9.1 Subject to clauses 9.2 and 9.5, Iethico shall:
- (a) defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Subscribed Services infringes any

copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an **IP Claim**); and

- (b) pay, subject to clause 9.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

9.2 The provisions of clause 9.1, shall not apply unless the Customer:

- (a) promptly (and in any event within 3 Business Days) notifies lethico upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
- (b) makes no comment or admission and takes no action that may adversely affect lethico's ability to defend or settle the IP Claim;
- (c) provides all assistance reasonably required by lethico subject to lethico paying the Customer's reasonable costs; and
- (d) gives lethico sole authority to defend or settle the IP Claim as lethico considers appropriate.

9.3 The provisions of clause 9 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 9.1.

9.4 In the event of any IP Claim lethico may elect to terminate the Contract immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Subscription Fees paid in advance. This clause 9.4 is without prejudice to the Customer's rights and remedies under clauses 9.1.

9.5 lethico shall have no liability or obligation under this clause 9 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

- (a) any modification of the Subscribed Services (or any part) without lethico's express written approval;
- (b) any Contents;
- (c) any customer data, materials or information;
- (d) any open source software;
- (e) any breach of the Contract by the Customer;
- (f) installation or use of the Subscribed Services (or any part) otherwise than in accordance with the Contract and any user manual or instructions provided by lethico; or
- (g) installation or use of the Subscribed Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by lethico.

- 9.6 Subject to clause 12, the provisions of this clause 9 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

10. Indemnity

- 10.1 The Customer shall indemnify, keep indemnified and hold harmless Iethico from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its affiliates) as a result of the Customer's breach of the Contract and/or the Customers' use of the Subscribed Services and/or Content.
- 10.2 This clause 10 shall survive termination or expiry of the Contract.

11. Data protection

- 11.1 Iethico will collect and use personal data that is supplied to it in connection with the provision of the Subscribed Services in accordance with applicable data protection legislation and our Privacy Policy <https://iethico.com/privacy-1>. The Customer shall and will procure any Authorised shall read this in conjunction with these Conditions.
- 11.2 The Customer and Iethico shall each:
- (a) comply with all applicable Data Protection Laws;
 - (b) procure that its employees, officers, directors, contractors, consultants, subcontractors and suppliers, comply with all applicable Data Protection Laws.
- 11.3 The terms defined in this Clause 11 shall be construed in accordance with any change in definitions in Data Protection Laws from time to time.
- 11.4 The Parties shall agree to implement such additional measures to comply with Data Protection Laws (including, if necessary, GDPR clauses that reflect the model contractual clauses).

12. Limitation of liability:

- 12.1 The extent of Iethico's liability under or in connection the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 12.
- 12.2 Subject to clause 12.5, Iethico's total aggregate liability howsoever arising under or in connection with the Contract shall not exceed an amount equal to the Subscription Fees



paid to lethico in the 12-month period immediately preceding the first incident giving rise to any claim under the Contract.

12.3 Subject to clause 12.5, lethico shall not be liable for consequential, indirect or special losses.

12.4 Subject to clause 12.5, lethico shall not be liable for any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) destruction, loss of use or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of production;
- (g) loss of contract;
- (h) loss of commercial opportunity;
- (i) loss of savings, discount or rebate (whether actual or anticipated); and/or
- (j) harm to reputation or loss of goodwill.

12.5 Notwithstanding any other provision of these Conditions, lethico's liability shall not be limited in any way in respect of the following:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other losses which cannot be excluded or limited by applicable law.

12.6 This clause 12 shall survive the termination or expiry of the Contract.

13. Terms and Renewals

13.1 The Contract, unless otherwise terminated as provided in clause 14, shall commence on the Commencement Date and shall continue for an initial minimum period of 12 months.

13.2 Unless the Order specifies there shall be no automatic renewals and subject to clause 13.3, on expiry of 12 months following Commencement Date, the Contract shall continue and automatically renew for a further period of twelve months (**first Renewal Date**) and thereafter renew for a further periods of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).

- 13.3 If either party wishes for the Contract to expire on the next Renewal Date, it may cause the Contract to expire on that Renewal Date by notice provided such notice is served at least 45 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 13.3, the Contract shall renew at the next Renewal Date in accordance with clause 13.2.

14. Termination and Suspension

- 14.1 Without affecting any other right or remedy available to it, lethco may terminate the Contract by giving the Customer 30 days' written notice.
- 14.2 Either party may terminate the Contract immediately at any time by giving notice in writing to the other party if:
- (a) the other party commits a material breach of the Contract and such breach is not remediable;
 - (b) the other party commits a material breach of the Contract which is not remedied within 20 Business Days of receiving written notice of such breach; or
 - (c) the other party has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.
- 14.3 Any breach by the Customer of clauses 4, 5, 7, 8 and 11 shall be deemed a material breach of the Contract which is not remediable.
- 14.4 lethco may suspend access to the Subscribed Services (or any part) to all or some of the Authorised Users if:
- (a) lethco suspects that there has been any misuse of the Subscribed Services or breach of the Contract;
 - (b) the Customer fails to pay any sums due to lethco by the due date for payment; or
 - (c) required by law, by court or governmental or regulatory order.
- 14.5 Where the reason for the suspension is suspected misuse of the Subscribed Services or breach of the Contract, without prejudice to its rights under this clause 14, lethco will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 14.6 In relation to suspensions under clause 14.4(b), access to the Subscribed Services will be restored promptly after lethco receives payment in full and cleared funds.

- 14.7 Subscription Fees shall remain payable during any period of suspension notwithstanding that the Customer or some or all of the Authorised Users may not have access to the Subscribed Services.

15. Consequences of termination

- 15.1 Immediately on termination or expiry of the Contract (for any reason), the rights granted by Iethico under the Contract shall terminate and the Customer shall (and shall procure that each Authorised User shall):
- (a) stop using the Subscribed Services; and
 - (b) destroy and delete or, if requested by Iethico, return any copies of the Content in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 15.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Contract that is expressly or by implication intended to continue beyond termination.

16. General

- 16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 16.2 **Assignment and other dealings.**
- (a) Iethico may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 16.3 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time during the Contract, and after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.3(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying

out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16.4 Entire agreement.

- (a) The Contract 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

16.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 16.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract 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); or sent by email to the address specified in the Order.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (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
 - (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.10 Governing law. The Contract, 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.

16.11 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 the Contract or its subject matter or formation