

1. DEFINITIONS

In these Standard Terms of Business, the following terms and phrases shall have the following meaning unless the context requires otherwise:

Service Provider

HienKings Ltd, a company registered in England & Wales with registered number 15194426, whose registered office is at Regus – Building 2, Guildford Business Park, Guildford GU28XG ("Service Provider").

Client

As defined in the SoW.

Addendum

means a written document executed by the Parties explicitly referencing these Standard Terms of Business which varies, supplements, or adds to its terms, including without limitation any Statements of Work agreed between the Parties, each of which shall form part of and be governed by These Standard Terms of Business.

Data Protection Schedule

means Schedule 4, which sets out the Parties' obligations in relation to the processing of Personal Data under these Standard Terms of Business, including compliance with Applicable Laws, international transfers, and cooperation obligations.

Deliverables

the agreed deliverables to be provided by Service Provider as set out in the relevant SoW Addendum to These Standard Terms of Business, such Deliverables to be provided using reasonable skill and care.

Effective Date

the date of execution of any SoW.

Intellectual Property Rights

patents, rights to inventions, copyright 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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Services

the agreed services to be performed by Service Provider as set out in Addenda to These Standard Terms of Business in the form of Schedule 1 and any Statements of Work referencing these Standard Terms of Business, such Services to be provided using reasonable skill and care.

Schedule

means a schedule attached to and forming part of these Standard Terms of Business.

SoW Update

means a draft SoW that incorporates proposed amendments to a previous version of that SoW

SoW Terms

means any specific terms and conditions set out in a SoW which are specific to the Deliverables or Services being delivered under that SoW alone.

Statement of Work

Statement of Work (SOW) means an Addendum to these Standard Terms of Business which sets out a program of works to be performed by Service Provider for the Client, which shall specify all relevant Services and or Deliverables to be provided and the Timetable and Milestones to which those Services and or Deliverables will be produced.

Termination Date

means the date on which Service Provider's engagement hereunder is terminated.

Timetable

means the timetable for the performance of the Services and delivery of the Deliverables as set out in a SoW including any payment due on the completion of a particular Milestone.

Working Day

means a duration of no more than 8 hours during which Services are performed on any Business Day, which is defined as a day excluding Saturday, Sunday, and public holidays in England and Wales, where businesses are operational.

- 1.1. the clause headings are included for convenience only and shall not affect the construction or interpretation of these Standard Terms of Business;
- 1.1. use of the singular includes the plural and vice versa;
- 1.2. words importing a particular gender do not exclude other genders;
- 1.3. any reference to "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
- 1.4. any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as amended or consolidated as at the date of these Standard Terms of Business;
- 1.5. in the event of conflict between the terms set out in this document, and terms set out in a SoW, the terms in the SoW will prevail.

2. ENGAGEMENT

- 2.1. Service Provider is engaged by Client to carry out the Services agreed in a SoW.
- 2.2. Unless varied in a SoW, Service Provider is engaged by Client to carry out the Services white labelled under the Client's name.
- 2.3. Statements of Work shall become effective on the date that they are agreed by the parties or on any alternative date which is expressly specified in that SoW. Services specified within a SoW shall be performed on or during the dates specified in that SoW.
- 2.4. Each SoW shall come into effect as set out in clause 2.3 and shall endure until:
 - 2.4.1. the occurrence of any end date specified in that SoW;
 - 2.4.2. the satisfaction of any criteria set out in that SoW which are expressed as having the effect of bringing that SoW to a conclusion (such as the completion of the relevant Project and the payment of all corresponding Charges); or
 - 2.4.3. it is terminated in accordance with the terms of these Standard Terms of Business.
- 2.5. Any update or termination of these Standard Terms of Business shall not, save where its terms expressly state otherwise, serve to bring any Statements of Work then in force to an end. All such Statements of Work shall

endure until they are terminated in the fashion set out in clause 2.4; and shall be treated by both parties as if these Standard Terms of Business were still in force.

3. SERVICES

Service Provider agrees:

- 3.1. To undertake and provide the Services in accordance with any brief and deadline agreed with Client and;
 - 3.2. To manage and carry out the Services in an expert and diligent manner and to provide their services to the best of their technical and creative skill and to be solely responsible for how the services are provided;
 - 3.3. To the best of their ability, promptly and faithfully to meet the Deliverables and deadlines agreed with Client;
 - 3.4. To use such suitably qualified and experienced personnel as they may from time to time deem appropriate;
 - 3.5. To keep Client informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by Client. While Service Provider's method of working is entirely their own and they are not subject to the control of Client, they shall nevertheless comply with this and any other reasonable requests of Client (or its clients) which do not impact upon Service Provider's method of working.
- Service Provider:
- 3.6. is free to undertake and accept other engagements outside of these Standard Terms of Business without prior written consent from Client, except those which
 - 3.6.1. lead or might lead to any conflict of interest between Service Provider and Client during their engagement, or
 - 3.6.2. are for existing or prospective customers of Client if such customer has been introduced by Client to Service Provider;
 Where written consent is required, this shall not be unreasonably withheld.
 - 3.7. has the right to supply a substitute of equivalent knowledge and expertise and acknowledges that Client has the right to refuse the replacement if, in the reasonable view of Client, the replacement is not sufficiently qualified to undertake the work.
 - 3.8. Where substitution occurs, Client will remain responsible for its obligations under the Standard Terms of Business so that there will be no further payments outside of the agreed terms to pay for any handover period between the original consultant and the replacement.

4. INVOICES AND PAYMENT

- 4.1. In consideration of the performance by Service Provider of Services and the delivery of the Deliverables, the Client shall pay Service Provider all Charges specified in the relevant Statements of Work in accordance with the provisions of this Clause 4.
- 4.2. Service Provider shall issue invoices for the Charges at the intervals specified out in Statements of Work. Where any SoW fails to clearly specify:
 - 4.2.1. the intervals at which Charges are to be paid, Service Provider shall be entitled to invoice the Client monthly, quarterly or annually at its discretion;
 - 4.2.2. the value of the Charges to be paid for the Services set out therein, Service Provider shall be entitled to charge the Client on a 'time and materials' basis at its then current Billing Rates.
- 4.3. All invoices rendered hereunder shall be paid in full within 30 days from the date stated at the head of that invoice unless otherwise specified in the SoW.
- 4.4. If all or any Charges included in an invoice remain outstanding beyond the due date for payment (as specified in clause 4.3) Service Provider reserves the right to charge interest on the outstanding amount until the date of final payment (including all time which elapses prior and after any judgement which may be

rendered in respect of that late debt). The annual rate of interest payable on all such late debts will be the greater of the Barclays Bank's then current base rate plus eight percent (8%) or the maximum rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue daily.

- 4.5. Where a dispute arises as to the amount of all or part of an invoice, such disputed amount shall be payable within 30 days of such dispute being resolved to the reasonable satisfaction of both parties and any undisputed amount shall remain payable in accordance with Clause 4.3.
- 4.6. All Charges and other amounts payable under these Standard Terms of Business are exclusive of VAT and any other taxes. Such taxes, where applicable, will be shown separately on Service Provider's invoice and will be paid by the Client at the rate and in the manner prescribed by law.
- 4.7. All reasonable expenses incurred by Service Provider personnel for work carried out away from Service Provider's normal place of business will be re-charged to the Client, provided that Service Provider will produce original receipts for expenses claimed, upon request. In particular, Service Provider's travel expenses shall be in accordance with the Client's travel policy, which will be provided to Service Provider from time to time.
- 4.8. The Client will pay all sums due to Service Provider without any set off, deduction, counter claim or any other withholding of monies.

5. CONFIDENTIALITY

Service Provider hereby agrees that during the course of their engagement under These Standard Terms of Business they are likely to obtain knowledge of trade secrets and also other confidential information with regard to Client and financial affairs of Client and those of Client's customers and suppliers, details of which are not in the public domain ('Confidential Information'), and accordingly Service Provider hereby undertakes to and covenants with Client that:

- 5.1. They shall not for a period of two (2) years after the date of this Agreement (save as required by law) use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and
 - 5.1.1. They shall not for a period of two (2) years after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of Client whose province it is to know the same any Confidential Information and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
 - 5.1.2. They shall not for a period of two (2) years after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of Client whose province it is to know the same any Confidential Information and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
- 5.2. The restrictions set out in clause 5 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of Service Provider.

6. TERMINATION OF AGREEMENT

- 6.1. Any agreement subject to these Standard Terms of Business shall commence on the date when a SoW has been signed by all the parties and shall continue, unless terminated in accordance with this clause 6.
- 6.2. Either party shall have the right to terminate any agreement subject to these Standard Terms of Business as a whole or separate Statements of Work at any time by summary notice without any payment in lieu in the event of:
 - 6.2.1. The other party being in material or persistent breach of any of the terms of this Agreement; or
 - 6.2.2. The other party persistently and wilfully

- neglecting or becoming incapable for any reason of efficiently performing the Services or failing to remedy any default in providing the Services; or
- 6.2.3. The other party dying or becoming by reason of incapacity incapable of managing their affairs; or
- 6.2.4. The other party having a bankruptcy order made against them or making any arrangement with their creditors or having an interim order made against them; or
- 6.2.5. The other party taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- 6.2.6. There being a change of control of the other party; or
- 6.2.7. A party's financial position deteriorates to such an extent that in the other party's reasonable opinion that party's capability to adequately fulfil its obligations under this Agreement have been placed in jeopardy; or
- 6.2.8. A party doing any action manifestly prejudicial to the interests of the other party or which in the opinion of the other party may bring them into disrepute; or
- 6.2.9. The other party being convicted of any criminal offence other than a minor driving offence under the road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed; or
- 6.2.10. The other party offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with the Services contrary to the Bribery Act 2010;
- and that party shall have no claim against the terminating party in respect of the termination of their appointment for any of the reasons specified pursuant to Clauses 6.2.1 to 6.2.10.
- 7. CONSEQUENCES OF TERMINATION**
- 7.1. Upon the expiration or termination of an engagement under These Standard Terms of Business for whatsoever cause, Service Provider shall forthwith deliver up to Client or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in their possession, custody or control and which are the property of Client or which otherwise relate in any way to Client or affairs of Client and no copies of the same or any part thereof shall be retained by them. They shall then (if required by Client) make a declaration that the whole of the provisions of this clause 7 have been complied with.
- 7.2. Client shall immediately pay to Service Provider all of Service Provider's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Service Provider may submit an invoice, which shall be payable immediately on receipt;
- 7.3. Update, termination or expiry of These Standard Terms of Business shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 7.4. The termination of These Standard Terms of Business howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.
- 8. INSURANCE**
- 8.1. Service Provider further warrants to Client that they will:
- 8.1.1. Take out and maintain throughout the term any SoW, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of Client, a copy of the insurance policy or policies and relevant renewal receipts for inspection by Client;
- 8.1.2. Take out and maintain throughout the term any SoW, adequate public liability insurance coverage to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of Client, a copy of the insurance policy or policies and relevant renewal receipts for inspection by Client.
- 9. DATA PROTECTION AND DATA PROCESSING**
- 9.1. The Parties shall comply with the data protection obligations set out in Service Provider's Data Protection and Data Processing policy, which forms part of These Standard Terms of Business.
- 10. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT**
- 10.1. Ownership of Background IP
Each Party shall retain ownership of all Intellectual Property Rights in materials, data, software, methodologies, and tools owned or developed by it prior to the Effective Date or independently of These Standard Terms of Business (Background IP). Nothing in These Standard Terms of Business shall transfer ownership of Background IP.
- 10.2. Ownership of Deliverables
All Intellectual Property Rights in any Deliverables including reports, categorised datasets, or advisory outputs created by Service Provider in the course of providing the Services shall vest in Client. Notwithstanding the foregoing, Service Provider shall retain a non-exclusive, royalty-free, perpetual licence to use any generalised methods, templates, categorisation logic, or know-how developed in connection with the Services for its internal business purposes and for other clients, provided such use does not disclose or identify client or its customers.
- 10.3. Use of Customer Data
Service Provider shall not use Customer Data for any purpose other than performing the Services under These Standard Terms of Business. Service Provider shall not retain, copy, or use Customer Data for benchmarking, training, or product development unless expressly authorised in writing by client or customer. This restriction applies equally to Customer Data originating from private sector or public sector entities, including government departments, agencies, or publicly funded bodies.
- 10.4. Use of Proprietary Tools
To the extent that Service Provider provides any proprietary tools, templates, or software in connection with the Services, such materials shall remain the

- property of Service Provider and are licensed to Client solely for the purpose of receiving the Services. Client shall not reverse engineer, decompile, or use such materials for any other purpose.
- 10.5. **Marketing Materials**
Any marketing materials provided by one Party to the other shall be used solely for the purpose of performing the receiving Party's obligations under These Standard Terms of Business and shall not be modified or distributed without prior written consent.
- 10.6. **IP Warranty**
Each Party warrants that it has full right, title, and authority to use and license any Intellectual Property it provides under These Standard Terms of Business and that such use will not infringe the Intellectual Property Rights of any third party.
- 10.7. **IP Indemnity**
Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party") from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any third party claim that the Indemnifying Party's Background IP or any materials provided by it under These Standard Terms of Business infringe the Intellectual Property Rights of a third party. This indemnity shall not apply to the extent that the alleged infringement arises from:
- 10.7.1. use of the materials in combination with other products or services not provided or approved by the Indemnifying Party;
- 10.7.2. modifications made by the Indemnified Party without the Indemnifying Party's written consent; or
- 10.7.3. compliance with specifications or instructions provided by the Indemnified Party.
- For the avoidance of doubt, the Client shall indemnify the Service Provider against any third party claim arising from materials, specifications, or data provided by the client or its customers, to the extent such claim would not have arisen but for the use of such materials, specifications, or data.
- 10.8. **Public Sector Procurement Context**
Where the Services involve the processing or analysis of procurement data originating from public sector customers, the Parties acknowledge that such data may be subject to additional statutory, regulatory, or contractual obligations (including transparency, FOIA, and Crown copyright). Service Provider shall not assert any Intellectual Property Rights over public sector procurement data or outputs derived solely from such data, except as permitted under Clause 10.2 Client shall ensure that any such obligations are disclosed to Service Provider in advance and incorporated into the scope of Services.
- 11. LIMITATION OF LIABILITY**
- 11.1. Nothing in These Standard Terms of Business shall limit or exclude Service Provider's liability for:
- 11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 11.1.2. fraud or fraudulent misrepresentation;
- 11.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 11.1.4. defective products under the Consumer Protection Act 1987; or
- 11.1.5. any matter in respect of which it would be unlawful for Service Provider to exclude or restrict liability.
- 11.2. Subject to clause 11.1:
Service Provider shall under no circumstances whatsoever be liable to Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 11.2.1. loss of profits;
- 11.2.2. loss of sales or business;
- 11.2.3. loss of agreements or contracts;
- 11.2.4. loss of anticipated savings;
- 11.2.5. loss of use or corruption of software, data or information;
- 11.2.6. loss of damage to goodwill; and
- 11.2.7. any indirect or consequential loss, and
- 11.3. Notwithstanding Clause 11.2, nothing in These Standard Terms of Business shall limit or exclude either Party's liability for breach of its obligations under Clause 5 Confidentiality or
- 11.4. Service Provider's total liability to Client, in respect of all other losses arising under or in connection with These Standard Terms of Business, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services agreed in the relevant SoV.
- 11.5. This clause 11 shall survive any update or termination of the These Standard Terms of Business in relation to any SoV in which These Standard Terms of Business are referenced.
- 12. NO EMPLOYMENT OR PARTNERSHIP**
- 12.1. Service Provider is an independent contractor and nothing in These Standard Terms of Business shall render or be deemed to render Service Provider an employee, worker or agent of Client and Service Provider shall not hold themselves out as such. These Standard Terms of Business does not create any mutuality of obligation between Service Provider and Client and neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. Client is not obliged to offer work to Service Provider, nor is Service Provider obliged to accept work where it is offered.
- 12.2. Service Provider may choose to delegate performance of the Services to such suitably qualified and experienced personnel as they may from time to time deem appropriate. Client has the right to refuse the replacement if, in the reasonable view of Client, the replacement is not sufficiently qualified to undertake the work. Service Provider must provide details of the name of the delegate/substitute. Service Provider will be responsible for remunerating the delegate/substitute, such that there will be no further payments outside of the agreed terms to pay for any handover period between Service Provider and the delegate/substitute. When a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 9 will apply.
- 12.3. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly Service Provider shall be fully responsible for and shall indemnify Client for and in respect of:
- 12.3.1. Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. Service Provider shall further indemnify Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Client in connection with or in consequence of any such liability, deduction, contribution, assessment other than where the latter arise out of Client's negligence or wilful default;
- 12.3.2. Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Service Provider or any substitute against Client arising out of or

- in connection with the provision of the Services, except where such claim is as a result of any act or omission of Client.
- 12.4. Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to Service Provider.
- 12.5. Nothing in These Standard Terms of Business is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13. NOTICES/COMMUNICATIONS

- 13.1. Any notice or other communication given to a party under or in connection with These Standard Terms of Business shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause 13, and shall be delivered personally, or sent by pre-paid first class post or other next Working Day delivery service, commercial courier, or e-mail.
- 13.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause 13; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- 13.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. ENTIRE AGREEMENT

- 14.1. These Standard Terms of Business including related Addenda and Schedules 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.
- 14.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in These Standard Terms of Business. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in These Standard Terms of Business.

15. FORCE MAJEURE

- 15.1. If either party to These Standard Terms of Business is prevented or delayed in the performance of any of its respective obligations under These Standard Terms of Business by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 15.2. For the purpose of These Standard Terms of Business 'force majeure' shall be deemed to be any cause affecting the performance of These Standard Terms of Business arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 15.2.1. Strikes, lockouts or other industrial action;
 - 15.2.2. Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
 - 15.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

- 15.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 15.2.5. Political interference with the normal operations.

16. ASSIGNMENT AND OTHER DEALINGS

- 16.1. Client shall not without the prior written consent of Service Provider (not to be unreasonably withheld), assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under These Standard Terms of Business.
- 16.2. Service Provider shall not, without the prior written consent of Client (not to be unreasonably withheld), assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under These Standard Terms of Business.

17. SURVIVAL OF CAUSES OF ACTION

- 17.1. Updates or termination of These Standard Terms of Business howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

18. SEVERABILITY

- 18.1. If any provision of These Standard Terms of Business is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of These Standard Terms of Business shall continue in full force and effect as if These Standard Terms of Business had been executed with the illegal or unenforceable provision eliminated.

19. WAIVER

- 19.1. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. VARIATION

- 20.1. No variation of These Standard Terms of Business shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 20.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to These Standard Terms of Business.

21. LAW AND JURISDICTION

- 21.1. These Standard Terms of Business and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with These Standard Terms of Business or its subject matter or formation (including non-contractual disputes or claims).