

NHV TERMS AND CONDITIONS FOR GENERAL AGENCY AGREEMENT

Parties

1. “Supplier” means as described in the Summary Agency Agreement.
2. “Facilitator” means as described in the Summary Agency Agreement.

For the purposes of this Agreement, unless otherwise set out herein, the Supplier and Facilitator shall each individually be referred to as “party” and together shall be referred to as “parties”.

Background

- a) The Supplier is entering into this Agreement to set up a framework under which it can procure Introductions (as defined below in this General Agency Agreement). The Facilitator has a large number of contacts, and will meet further contacts and generally network, in Territory (as defined below in this General Agency Agreement) with any person who may be interested in purchasing Services (as defined below in the General Agency Agreement) from the Supplier.
- b) The Supplier wishes to be introduced to such contacts, and is willing to pay the Facilitator a commission on the terms of the Agreement if such contacts purchase products and/or services from the Supplier and the Facilitator is willing to effect these introductions in return for this commission.

Agreed terms

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Confidential Information: information of a confidential nature, including trade secrets and information of commercial value, disclosed by either party, its employees, officers or representatives to the other party.

Commission: has the meaning given to it in clause 3.2 at the rate set out in the Summary Agency Agreement.

Excluded Customer(s): any Prospective Client or client as set out in the Summary Agency Agreement to who or which the Facilitator is not permitted to Introduce to the Supplier and in relation to whom or which no Commission shall be deemed payable under the Agreement.

Excluded Market(s): any market or markets or industry or industries as set out in the Summary Agency Agreement in which or in relation to which the Facilitator is not permitted to Introduce to the Supplier and in relation to whom no Commission shall be deemed payable under the Agreement.

Excluded Services: any products or services as set out in the Summary Agency Agreement which are deemed excluded from the definition of Services which the Facilitator may Introduce under the Agreement and in relation to which no Commission shall be deemed payable under the Agreement.

Excluded Territory(ies): unless otherwise stated in the Summary Agency Agreement means any and all territory or territories other than that or those set out as comprising the Territory in the Summary Agency Agreement.

Effective Date: the date inserted by the Supplier as set out in the Summary Agency Agreement when the Agreement becomes legally binding and effective on the Supplier and Facilitator.

Facilitation Payments: shall include infrequent payments made to a Public Official to facilitate routine, nondiscretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) Supplier is entitled to under the laws of the relevant country.

Fees: subject always to clause 4.3, any fees due by Supplier to Facilitator for provision of any services in addition to any Introduction as set and requested by the Supplier in advance as evidenced by a purchase order detailed on Supplier headed paper (defined as "Additional Services" for the purposes of this Agreement).

General Agency Agreement: means the Agreement excluding the Summary Agency Agreement.

Introduction: the provision to the Supplier of the contact details of an employee, contractor or otherwise of a Prospective Client ("Influential Employee") who knows one or more individuals at the Facilitator's business and such Influential Employee is of sufficient seniority and has the authority to purchase Services on behalf of the Prospective Client from the Supplier. Introduce, Introduces and Introduced shall be interpreted accordingly.

Introduction Date: for each Prospective Client, the date during the Term of this Agreement on which the Facilitator first Introduces such Prospective Client to the Supplier.

Net Income: throughout the continuance of this Agreement, the payments made to the Supplier for the Services under a Relevant Contract less any value added tax or other sales tax or local taxes on them or Withholding Tax and any out of pocket expenses incurred by the Supplier in providing the Services and any discounts or rebates granted by the Supplier.

Prospective Client: a person resident or having its principal place of business in the Territory to whom the Supplier has or has not at any time previously provided the Services provided always that the Supplier has not been in bona fide negotiations with such person to provide the Services to such person in the six months before the Effective Date unless Supplier agrees otherwise in writing from time to time. **Public Official:** shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

Relevant Contract: a contract for the supply of Services entered into between the Supplier and a Prospective Client who was Introduced by the Facilitator.

Services: any services and/or products provided by the Supplier to a Prospective Client provided always that Excluded Services shall be deemed to be excluded from and shall not actually form part of the Services.

Sub-Contractor: those persons to whom the Facilitator is permitted to sub-contract some or all of its activities under the Agreement, pursuant to clause 15.2.

Summary Agency Agreement: means the Agreement excluding the General Agency Agreement.

Term: means as set out in the Summary Agency Agreement. **Territory:** the territory as set out in the Summary Agency Agreement excluding the Excluded Territories.

Withholding Tax: which means any fee, tax charge or deduction of whatever nature imposed by the fiscal authorities in the country of tax residence of Facilitator on any sum payable by Supplier to the Facilitator by way of Commission and/or Fees under this Agreement.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 Unless otherwise expressly stated in this Agreement, a reference to writing or written includes faxes and emails.

1.7 Any words following the terms including, include, in particular 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.

1.8 References to clauses are to the clauses of this Agreement.

1.9 References to "Agreement" shall be deemed to include both the Summary Agency Agreement and the General Agency Agreement unless otherwise expressly stated in the Summary Agency Agreement or in the General Agency Agreement.

1.10 In the event of and to the extent only of any conflict between any term or terms of the General Agency Agreement and any provision or provisions of the Summary Agency Agreement, the provision or provisions of the Summary Agency Agreement shall prevail.

2. Facilitator

- 2.1 The Supplier appoints the Facilitator on a non-exclusive basis to identify Prospective Clients for the Supplier in the Territory and to make Introductions and facilitate Relevant Contracts and otherwise to provide all advice, information and other assistance necessary in the pursuit of securing an Introduction on the terms of this Agreement.
- 2.2 Without prejudice to the generality of the content of clause 2.1, the Facilitator shall:
- a) serve the Supplier faithfully and diligently and not to allow its interests to conflict with its duties under this Agreement;
 - b) use its best endeavours to make Introductions of Prospective Clients agreed pursuant to clause 2.1;
 - c) use its best endeavours to facilitate and, subject always to clause 2.3, secure viable Relevant Contracts from Prospective Clients agreed pursuant to the terms of this Agreement;
 - d) report in writing to the Supplier from time to time on progress made with Prospective Clients;
 - e) comply with all reasonable and lawful instructions of the Supplier;
 - f) comply with all relevant laws and regulations of the jurisdictions and in the Territory in which the Facilitator operates under this Agreement;
 - g) not Introduce or attempt to Introduce Excluded Customers;
 - h) not Introduce or attempt to Introduce Prospective Clients operating in any Excluded Market; i) not Introduce or attempt to Introduce Prospective Clients in relation to Excluded Services;
 - j) not Introduce or attempt to Introduce Prospective Clients in Excluded Territories; and
 - k) at the Facilitator's sole cost unless the Supplier agrees otherwise in writing provide the Supplier with reasonable assistance including without limit assistance with any local issues, requirements and/or logistics that may be necessary to facilitate the sale and delivery of Services under a Relevant Contract.
- 2.3 The Facilitator shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Supplier in any way, and shall not do any act which might reasonably create the impression that the Facilitator is so authorised. The Facilitator shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Supplier, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Clients.
- 2.4 The Facilitator shall not, without the prior written consent of the Supplier, during the Term of this Agreement perform duties similar to or the same as making Introductions, in the Territory, on behalf of any other person, business or corporation who provides services similar to or the same as the Services.
- 2.5 The Facilitator must disclose to each Prospective Client that it is an introduction agent of the Supplier and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of the Supplier.
- 2.6 The Facilitator shall not produce any marketing material for the Supplier's Services or use the Supplier's name, logo or trade marks on any marketing material for the Services without the prior written consent of the Supplier.
- 2.7 The Facilitator shall not, without the Supplier's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in the Supplier's marketing material.

- 2.8 Where a Prospective Client is Introduced by the Facilitator (defined as “Initial Introduction” for the purpose of this clause 2.8 and the Prospective Client then introduces the Supplier to a third party who purchases Services from the Supplier, the Facilitator shall not, by virtue of such Initial Introduction, be deemed to have Introduced the third party to the Supplier.
- 2.9 To the extent (and only to the extent) that any law or regulation within the Territory legally protects or regulates the powers or authority of the Facilitator, the Supplier hereby agrees that the Facilitator shall have the benefit of any such legal protection or regulation.
- 2.10 Without prejudice to any other provision or provisions to this Agreement, the Facilitator warrants and represents to Supplier that:
- a) it has, and shall continue to have for the duration of the Agreement full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents to enter into and to perform this Agreement;
 - b) the Agreement shall be executed by duly authorised representatives of the Facilitator;
 - c) all of the Facilitator’s responsibilities and obligations pursuant to the Agreement shall be fulfilled by appropriately experienced, qualified and trained professional employees, officers, agents or other persons whatsoever acting for the Facilitator or otherwise under the Facilitator’s or Sub-Contractor’s control and direction (“Personnel”) with all due skill, care and diligence;
 - d) all of the Facilitator’s responsibilities and obligations pursuant to this Agreement shall be fulfilled in accordance with its own established internal procedures and such procedures shall be at least as stringent as industry best practice and standards;
 - e) all of the Facilitator’s responsibilities and obligations pursuant to this Agreement shall be fulfilled in compliance with the applicable laws, enactments, orders, regulations, codes of practice and other similar instruments of all applicable jurisdictions;
 - f) as at the Effective Date of this Agreement, the Facilitator is not subject to any of the circumstances listed in clauses 7.1(c) to 7(j) inclusive; and
 - g) it shall mitigate the impact of unplanned Personnel absence on provision of Introductions and Additional Services subject always to clause 4.3.
- 2.10 Facilitator hereby agrees and acknowledges that:
- a) Facilitator is appointed as Supplier’s non-exclusive Facilitator in the Territory; and
 - b) Supplier has the right during the Term of this Agreement to:
 - i) grant any third party person whatsoever within the Territory or any Excluded Territories the right to; and/or
 - ii) itself within the Territory or any Excluded Territories; identify Prospective Clients for the Supplier in the Territory or any Excluded Territories and to make Introductions and or introductions and facilitate Relevant Contracts with such persons.
3. Commission and payment
- 3.1 The Facilitator shall be entitled to Commission if a Prospective Client, Introduced by the Facilitator, enters into and makes payment under a Relevant Contract.

- 3.2 The amount of Commission payable shall be set out as a percentage of the Supplier's Net Income, received under each Relevant Contract from each Relevant Contract's commencement date to the earlier of the end of the Term or termination of the Relevant Contract or the date that the Agreement terminates.
- 3.3 The Facilitator shall invoice the Supplier for any Commission payable pursuant to clause 3.2 and on receipt of an undisputed invoice the Supplier shall pay such invoice within 30 days of the end of the month in which the Supplier receives in cleared funds the corresponding full payment for Services provided by or through the Supplier under any Relevant Contract. If the Supplier receives payment under any Relevant Contract in Rev A instalments, then Commission shall be calculated and paid on such instalments as they are received by the Supplier.
- 3.4 Commission shall be payable to the Facilitator in the currency as set out in the Summary Agency Agreement.
- 3.5 All sums payable under this Agreement:
- a) are exclusive of value added tax or other taxes, which shall be added to the sum in question;
 - b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, applicable sales, local or other taxes, charges and/or duties except where the payor is required by law to deduct Withholding Tax from sums payable to the payee or where the payor has a bona fide reason to withhold any payment otherwise due.
- 3.6 Without prejudice to any other provision or provisions of this Agreement, no Commission or other compensation shall be payable:
- a) where the Supplier contracts with a third party in the circumstances described in clause 2.8;
 - b) from and including the date that each and any Relevant Contract expires or terminates; and
 - c) where the Supplier terminates the Agreement pursuant to clause 7, subject always to the Commercial Agents (Council Directive) Regulations 1993 and the Commercial Agents Directive (86/653/EC) to the extent applicable.
4. Obligations of the supplier
- 4.1 The Supplier shall provide the Facilitator at all material times with the information the Facilitator reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about the Supplier.
- 4.2 The Supplier shall promptly inform the Facilitator if the Supplier suspends or ceases to perform the Services.
- 4.3 The Supplier shall not be responsible for any costs or Fees incurred by the Facilitator unless such costs or Fees have been agreed by the Supplier in writing, in advance, and the Supplier has issued a formal purchase order authorising the incurring of such costs or Fees.
- 4.4 The Supplier shall be under no obligation to: a) follow up any Introduction made by the Facilitator; or b) enter into any Relevant Contract; or c) purchase any volume of Additional Services (whether or not related to any Relevant Contract) from the Facilitator.
5. Confidentiality

- 5.1 Facilitator (Receiving Party) agrees that it shall at all times (both during the Term of this Agreement and after its termination) keep confidential, and shall not without the prior written consent of Supplier (Disclosing Party) use (other than as permitted in clause 5.2) or disclose to any third party (other than as permitted in clause 5.3), any Confidential Information of the Disclosing Party, unless such information: a) was public knowledge at the time of disclosure; b) subsequently becomes public knowledge other than by breach of this Agreement; c) is agreed by the parties not to be confidential or to be disclosable;
- 5.2 The Receiving Party may use the Disclosing Party's Confidential Information solely in the performance of its obligations and the exercise of its rights under this Agreement and in particular the Facilitator may, during the Term of this Agreement only, use Confidential Information disclosed to it by the Supplier for the purposes of identifying Prospective Clients and making Introductions to such Prospective Clients or providing Additional Services.
- 5.3 The Receiving Party may, to the extent necessary to implement the provisions of this Agreement (but for no other reason), disclose the Disclosing Party's Confidential Information: a) to any Prospective Client provided always that Disclosing Party agrees in writing in advance; b) where necessary to comply with any law, regulation, order or legitimate request, to any relevant governmental or other authority or regulatory body in the Territory; c) to any employees, officers or representatives of the Receiving Party on a need to know basis; provided that, before any such disclosure, the Facilitator shall make those persons aware of (and procure compliance with) its obligations of confidentiality under clauses 5.1 to 5.4 inclusive
- 5.4 The Receiving Party shall make any Prospective Clients and any relevant governmental or regulatory body aware of the confidentiality obligations set out in clauses 5.1 to 5.4 inclusive and shall use its best endeavours to obtain a binding written undertaking to comply with such obligations from any Prospective Clients, such undertaking to be directly enforceable by the Disclosing Party.
- 5.5 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Facilitator from the Supplier shall be returned promptly to the Supplier on termination of this Agreement, and no copies shall be kept.
- 5.6 Supplier may use Facilitator's Confidential Information solely in the performance of its obligations and the exercise of its rights under this Agreement and in particular the Supplier may use all information disclosed to it by the Facilitator relating to the market for the Services and the Prospective Clients in the development of its business and in marketing to such Prospective Clients, both during and after the Term of this Agreement.
- 5.7 Supplier may to the extent necessary to implement the provisions of this Agreement disclose Facilitator's Confidential Information to any direct or indirect member of the Supplier group of companies.
6. Commencement and term
- 6.1 The Agreement will commence on the Effective Date and will continue in full force and effect from and including the Effective Date of the Term as set out in the Summary Agreement, unless and until terminated sooner in accordance with clause 7 (Termination).

7. Termination

7.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Supplier may at any time terminate this Agreement with immediate effect by giving written notice to Facilitator if:

- a) Facilitator commits a breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
- b) Facilitator commits any tort (including without limit negligence or breach of statutory duty or otherwise) or any act of gross negligence or wilful misconduct;
- c) Facilitator suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- d) Facilitator commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Facilitator;
- f) a creditor or encumbrancer of the Facilitator attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Facilitator;
- h) a floating charge holder over the assets of the Facilitator has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the Facilitator or a receiver is appointed over the assets of the Facilitator;
- j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause c) to clause 7(i) (inclusive);
- k) the Facilitator ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
- l) there is a change of control of the Facilitator without first obtaining the Supplier's prior written consent (within the meaning of section 1124 of the Corporation Tax Act 2010).

7.2 Supplier or Facilitator may at any time terminate this Agreement by giving no less than three months prior written notice to the other party.

7.3 Termination of this Agreement howsoever and whensoever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.

8. Consequences of termination

8.1 The following clauses shall continue to apply after the termination of this Agreement: clause 1, clause 2, clause 3, clause 5, and clause 7 to clause 20 (inclusive).

8.2 Except as otherwise stated in this Agreement, termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

9. Independent status

9.1 The Facilitator is an independent contractor, and nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties.

9.2 Pursuant to clause 9.1, this Agreement constitutes a contract for the provision of Introductions and Additional Services subject always to clause 4.3 and not a contract of employment and accordingly the Facilitator shall be fully responsible for and shall indemnify the Supplier or any Supplier group of companies for and in respect of:

- a) any income tax, National Insurance and social security contributions, local tax and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the terms of the Agreement, where the recovery is not prohibited by law. The Facilitator shall further indemnify the Supplier against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Supplier in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Facilitator against the Supplier arising out of or in connection with the performance of the terms of the Agreement.

9.3 The Supplier may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Facilitator.

10. Anti-bribery and anti-corruption

10.1 Supplier has a zero tolerance policy towards bribery and corruption, including as regards providers of services to the Supplier and Facilitation Payments/grease payments. Facilitator and its Related Parties (as defined below in this clause 10) shall:

- 10.1.1 comply with the Supplier's ethics, anti-bribery and anti-corruption policies in each case as the Supplier or the relevant industry body may update and notify Facilitator from time to time ("Relevant Policies");
- 10.1.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Policies, and will enforce them where appropriate;
- 10.1.3 comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage; and
- 10.1.4 not cause Supplier to breach any of the Relevant policies, (together the "Anti-Corruption Obligations"). For the purpose of this clause Facilitator's "Related Parties" means its affiliates, Sub-Contractors, suppliers, agents, intermediaries, and its and their directors, officers and employees. The Facilitator agrees to procure that each of its Related Parties comply with this clause 10.

10.2 The Facilitator shall: (a) immediately report in writing to Supplier details of any breach of the Anti-Corruption Obligations; (b) ensure and monitor compliance with the Anti-Corruption Obligations; (c) make clear, in its dealings connected to Supplier, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligations; and (d) permit Supplier to inspect, audit and make copies at Supplier's expense of any books and records of the Facilitator relating to this Agreement and the Facilitator's compliance with the Anti-Corruption Obligations (including through the appointment of an independent and internationally respected auditor at Supplier's reasonable expense). The rights set out in this clause 10.2 will be exercised in accordance with all applicable competition laws.

- 10.3 Facilitator shall immediately notify Supplier (in writing) if a foreign public official becomes an officer or employee of Facilitator, or acquires direct or indirect interest in Facilitator, and Facilitator warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.
- 10.4 Facilitator shall ensure that all of its Related Parties who perform services or provide goods in connection with this Agreement do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on Facilitator in this clause 10 ("Relevant Terms"). Facilitator shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Supplier for any breach by such persons of any of the Relevant Terms.
- 10.5 Supplier shall have the right to terminate this Agreement or suspend any Introduction/supply of Additional Services or payments with immediate effect if Supplier reasonably believes in good faith that Facilitator has breached in any respect any of the requirements set out in this clause 10.
11. Limit of liability and consequential loss
- 11.1 To the extent permitted by applicable law, the total cumulative liability (whether arising in contract, tort, including without limit negligence or breach of statutory duty, or otherwise) of the Supplier howsoever, whatsoever and to whosoever is the claimant under this Agreement (per claim and in aggregate) shall be limited to a maximum of the total Commission and Fees paid to Facilitator in any twelve month period of the Agreement from and including the Effective Date to and including the date of termination of the Agreement.
- 11.2 Neither party shall under any circumstances be liable whatsoever or howsoever to the other in respect of any: a) consequential, indirect, special loss or damages sustained by the other party ("Indirect Loss"); or b) direct loss or Indirect Loss of profits, contracts or revenue sustained by the other party.
12. Insurance
- 12.1 The Facilitator hereby warrants and represents that:
- a) it has taken out and undertakes to maintain industry standard or otherwise commercially appropriate insurance cover with a reputable insurance company acceptable to Supplier against all its liabilities and indemnities that may arise under this Agreement
 - b) it has in effect and undertakes to maintain in effect during the continuance of this Agreement and for 6 months after termination of the Agreement:
 - i) public liability insurance cover with a reputable insurance company to a minimum indemnity limit of one million pounds sterling (GBP£1million) per claim or such greater sum as required from time to time by applicable law;
 - ii) employee liability insurance cover with a reputable insurance company to a minimum indemnity limit of one million pounds sterling (GBP£1million) per claim or such greater sum as required from time to time by applicable law; and
 - iii) any other insurance which the Facilitator is required to put and maintain in place in accordance with applicable law.

- iv) professional indemnity insurance cover with a reputable insurance company to a minimum indemnity limit of one million pounds sterling (GBP£1million) per claim or such greater sum as required from time to time by applicable law.
- c) all of Facilitator's policies of insurance shall, with respect to the risks and liabilities assumed by Facilitator under this Agreement:
 - i) contain provisions stating that the insurers waive all rights of subrogation against the Supplier.
 - ii) note the Supplier's interest thereon.
- d) the Facilitator must ensure that any of its Sub-Contractors are insured as required by this clause 12, as appropriate (including as to amounts of insurance and type of insurance) given the nature of services or work to be performed by them, as if they were the Facilitator.
- e) the Facilitator must, on or prior to the Effective Date and otherwise when requested by the Supplier, promptly satisfy the Supplier that each contract of insurance it is required to put and maintain in place under this Agreement is current by providing to the Supplier certificates of currency and renewal certificates (in a form acceptable to the Supplier) or other evidence reasonably required by the Supplier.

13. Entire agreement

13.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

13.2 Facilitator acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Facilitator shall not have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

13.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

14. Variation

14.1 No variation of this Agreement shall be effective unless it is in writing and signed by any director or other business owner of each of the parties.

15. Assignment and subcontracting

15.1 Facilitator shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Supplier.

15.2 Any sub-contracting permitted under this Agreement or the operation of this clause 15 shall not relieve the Facilitator from any of its liabilities, obligations and responsibilities hereunder. The Facilitator shall perform all liabilities, obligations and responsibilities under this Agreement as prime contractor and shall remain primarily responsible and liable for, and shall indemnify, defend and hold harmless the Supplier against all liability howsoever, whatsoever and whosoever is the claimant arising from, the activities sub-contracted and for such of the acts and omissions of the Sub-Contractors in respect of such activities as would render the Facilitator liable to Supplier, had such acts or omissions been the Facilitator's own acts and omissions.

16. No waiver

16.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. Severance

17.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

18. Notice

18.1 Any notice or other communication required to be given under this Agreement, shall be by e-mail or in writing and if in writing shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication the addresses set out in the Summary Agency Agreement.

18.2 Any notice or other communication in writing shall be deemed to have been duly received:

- a) if delivered personally, when left at the address and for the contact referred to in this clause 18.1;
- b) if delivered by a multi-national commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18.3 A notice or other communication required to be given under this Agreement shall also be validly given if sent by email to one the authorised recipients referred to in this clause 18.1.

18.4 The provisions of clause 18.1 and 18.2(a) and 18.3 shall not apply to the service of any proceedings or other documents in any legal action and for the avoidance of doubt the service of any proceedings or other documents in any legal action shall only be deemed validly served by any director or business owner of a party on the other if delivered by a multi-national commercial courier on the date and at the time that the courier's delivery receipt is signed.

19. Third party rights

19.1 No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement except that any direct or indirect subsidiary or parent company of the Supplier group of companies may enforce or exercise any right under or take the benefit of any term of this Agreement as if it were party to it.

20. Governing law and jurisdiction

- 20.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek informal, amicable settlement of that dispute by negotiation between a Director of each of the parties (“Informal Settlement”). If the dispute is not settled by way of Informal Settlement within 30 days of the date that either party first notified the other in writing of the existence of a dispute, or such further period as the parties shall agree in writing, the parties shall secondly seek settlement of that dispute by mediation in accordance with the Mediation Rules of the LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 14 days of the commencement of the mediation, or such further period as the parties shall agree in writing, thirdly the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. All transactions under the Agreement shall be governed by the substantive law of England and Wales. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be London.