



Poc Software Terms and Conditions

Agreed terms

1. Interpretation

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

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Poc Software Agreement: the agreement, coversheet, proposal or other documents to which these terms and conditions are attached and which provide details of the Services, Customisations, Fees and other terms agreed between the parties.

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

Customer Data: the data inputted by the Customer or Foresolutions on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customisation: the changes or amendments made to the Platform or the standard Services agreed between the Customer and Foresolutions and listed in the Poc Software Agreement.

Customer Personal Data: any personal data which is owned and controlled by the Customer which is processed in connection with the supply of Services under this agreement.

Effective Date: the start date of this agreement as specified in the Poc Software Agreement.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Fees: the fees payable by the Customer to Foresolutions as set out in the Poc Software Agreement.



Foresolutions: Foresolutions Limited, company number 01392996 whose registered office is at Unit 5c, GP Centre, Yeoman Road, Ringwood, Hampshire, BH24 3FF.

Initial Term: the initial term of this agreement as set out in the Poc Software Agreement.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Platform: the Hy-TalkPoc Software platform.

Services: the services to be provided by Foresolutions to the Customer listed in the Poc Software Agreement.

Devices: any authorised tracking device which is connected to the Platform.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 References to clauses are to the clauses of this agreement.



2. Services and Platform availability

- 2.1 Foresolutions shall, during the Term, and subject to the terms of this agreement provide the Customer with access to the Platform and the Services as more particularly described in the Poc Software Agreement.
- 2.2 The scope of the Services provided may be amended by written agreement between the parties.
- 2.3 Subject to clause 2.4, Foresolutions shall make the Platform and the Services available 24 hours a day, seven days a week and ensure that they perform to the standard expected of a competent Poc Software service provider.
- 2.4 The Customer acknowledges and accepts that
 - (a) the Platform and Services are not fault free and may be impaired by geographical, atmospheric or other conditions or circumstances beyond Foresolutions' control; and
 - (b) Foresolutions is not responsible for any delays, failures to provide the Services or interruption or unavailability of the Platform, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 2.5 Foresolutions shall endeavour to carry out routine maintenance of the Platform outside Normal Business Hours. Unscheduled or urgent maintenance of the Platform may be carried out by Foresolutions at any time on giving the Customer as much notice as is reasonably possible in the circumstances.

3. Devices provisioning, Platform set up and customisation

- 3.1 Foresolutions or their authorised representatives shall provision the Devices, connect them to the Platform and provide the Customisation as specified in the Poc Software Agreement or as otherwise agreed between the parties.
- 3.2 The Customer shall not and shall not attempt to connect any other devices or equipment to the Platform without the prior written consent of Foresolutions.
- 3.3 At the end of the term or following termination of this agreement for any reason, the Devices shall, at Foresolutions' choice be either decommissioned or be de-provisioned by Foresolutions or their authorised representatives.



- 3.4 The Customer shall provide Foresolutions or their authorised representatives all necessary access and support:
- (a) to enable them to carry out any provisionings or deprovisionings of the Devices;
 - (b) to provide and test the Customisations and the Platform and assist with their optimisation; and
 - (c) to provide the Services.

4. Cancellation policy

- 4.1 If there is a material change to the Customer's business and circumstances which means that it may be unable to fulfil its obligations under the terms of this agreement, or if it no longer requires all of the Services listed in the Poc Software Agreement, it should discuss these circumstances with Foresolutions as soon as reasonably possible.
- 4.2 Foresolutions shall give good faith consideration to the views expressed by the Customer and will, if possible, make reasonable adjustments to the terms of this agreement to accommodate the Customer's change of circumstances. For the avoidance of doubt, Foresolutions may not be able to adjust the terms of this agreement if it has commitments to its suppliers or other third parties and making such adjustments would put Foresolutions in breach of such terms.
- 4.3 This cancellation policy is offered entirely at Foresolutions' discretion. The Customer agrees, acknowledges and accepts that it will not abuse or take advantage of this cancellation policy and will not use it simply to try to renegotiate more favourable terms. Foresolutions may require evidence confirming the change of circumstances and the Customer agrees to provide such evidence as Foresolutions reasonably requires.

5. Money Back Guarantee

- 5.1 The Customer and Foresolutions may agree certain, specific requirements of the Platform and/ or Services that are essential to the Customer's requirements or business. These specific requirements shall be listed in the Poc Software Agreement.
- 5.2 If, after three months following the Effective Date, such requirements have not been fulfilled or, if it is an ongoing requirement, are not being fulfilled, the Customer may terminate this agreement and receive a full refund of all fees paid to Foresolutions in the first three months of this agreement.



- 5.3 This money back guarantee is conditional upon the Customer fulfilling its obligations under this agreement, the Customer using the Platform and Services in accordance with Foresolutions' instructions, and both parties working together in good faith to give the Platform and Services the best possible chance of fulfilling the requirements.

6. Data protection

- 6.1 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws.
- 6.2 The Customer will, for the duration and purposes of this agreement, ensure that it has all necessary and appropriate consents and notices in place to enable it to lawfully transfer or enter Customer Personal Data onto the Platform and to enable Foresolutions to provide the Services.
- 6.3 The Customer shall fully and completely indemnify Foresolutions for any breaches by it, its employees, agents or representatives of any Applicable Data Protection Laws.

7. Customer's obligations

- 7.1 The Customer shall:
- (a) follow Foresolutions' advice and instructions for use of the Platform and to receive the benefit of the Services;
 - (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Foresolutions may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Foresolutions, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - (e) ensure that its network and systems comply with the relevant specifications provided by Foresolutions from time to time; and
 - (f) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network



connections and telecommunications links from its systems to Foresolutions' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. Charges and payment

- 8.1 The Customer shall pay the Fees to Foresolutions as specified in the Poc Software Agreement. Fees shall be paid by direct debit and Foresolutions shall be entitled to collect payment for any subscription services every 14 days or at such other intervals as may be agreed between the parties.
- 8.2 If Foresolutions has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Foresolutions, Foresolutions may:
- (a) without liability to the Customer, disable the Customer's password, account and access to the Platform and Foresolutions shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) charge interest on any outstanding amounts and interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of HSBC bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.3 All amounts and fees stated or referred to in this agreement or the Poc Software Agreement are exclusive of value added tax, which shall be added to Foresolutions' invoice(s) at the appropriate rate.
- 8.4 Foresolutions shall be entitled to increase any fees or charges referred to in this agreement or the Poc Software Agreement on 90 days' notice to the Customer. If the Customer does not accept the increase in fees or charges it shall be entitled to terminate this agreement on a minimum of 30 days' notice to Foresolutions with termination occurring at the end of the 90 day notice period given by Foresolutions. Continued use of the Services after expiry of the 90 day notice period will be deemed acceptance of the revised fees or charges.



9. Proprietary rights

- 9.1 The Customer acknowledges and agrees that Foresolutions and/or its licensors own all intellectual property rights in the Platform and the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform or the Services.
- 9.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

10. Confidentiality

10.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the use of the Platform and provisions of the Services, including but not limited to:

- (a) the terms of this agreement or any agreement entered into in connection with this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- (c) any information developed by the parties in the course of carrying out this agreement and the parties agree that:
 - (i) details of the Services, and the results of any Customisations or performance tests of the Services, shall constitute Foresolutions' Confidential Information; and



(ii) Customer Data shall constitute the Customer's Confidential Information.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

10.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

10.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.



- 10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, by a court or other authority of competent jurisdiction) provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 10.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 10.7 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 13 (Termination).
- 10.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 10.10 The above provisions of this clause 10 shall survive for a period of five years from termination or expiry of this agreement.



11. Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Foresolutions against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Platform and/or the Services.
- 11.2 Foresolutions shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Platform or Services in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) Foresolutions is given prompt notice of any such claim;
 - (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Foresolutions in the defence and settlement of such claim, at Foresolutions' expense; and
 - (c) Foresolutions is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, Foresolutions may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.
- 11.4 In no event shall Foresolutions, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Platform or Services by anyone other than Foresolutions; or
 - (b) the Customer's use of the Platform or Services in a manner contrary to the instructions given to the Customer by Foresolutions; or
 - (c) the Customer's use of the Platform or Services after notice of the alleged or actual infringement from Foresolutions or any appropriate authority.
- 11.5 The foregoing and clause 12.3(b) states the Customer's sole and exclusive rights and remedies, and Foresolutions' (including Foresolutions' employees', agents' and sub-contractors') entire



obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Platform and Services by the Customer, and for conclusions drawn from such use. Foresolutions shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Foresolutions by the Customer in connection with the Services, or any actions taken by Foresolutions at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Platform and Services are provided to the Customer on an "as is" basis.

12.2 Nothing in this agreement excludes the liability of Foresolutions:

- (a) for death or personal injury caused by Foresolutions' negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2:

- (a) Foresolutions shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) Foresolutions' total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid



by the Customer during the 12 months immediately preceding the date on which the claim arose.

- 12.4 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Foresolutions' Intellectual Property Rights.

13. Term and termination

- 13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **Term**.

- 13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party 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 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (d) the other party 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 other than for the sole purpose of a scheme for a



solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) 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 that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (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 other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) 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 other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party 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 the other party's assets and such attachment or process is not discharged within 14 days;
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (l) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (m) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Platform and Services;



- (b) each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- (c) Foresolutions may destroy or otherwise dispose of any of the Customer Data in its possession unless Foresolutions receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Foresolutions shall use reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Foresolutions in returning or disposing of Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

15. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

- 16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.



- 16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

- 18.1 If any provision or part-provision of this agreement 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.

- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 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.

19. Entire agreement

- 19.1 This agreement (including the Poc Software Agreement) constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 19.2 Each party acknowledges that in entering into this agreement 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 this agreement.

- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.



20. Assignment

- 20.1 The Customer shall not, without the prior written consent of Foresolutions, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 20.2 Foresolutions may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Counterparts

- 23.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

24. Notices

- 24.1 Any notice given to a party under or in connection with this agreement 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).
- 24.2 Any notice shall be deemed to have been received:



- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second business day after posting or at the time recorded by the delivery service.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 Day to day communications may be sent via email.

25. Governing law and Jurisdiction

25.1 This agreement 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 interpreted in accordance with the law of England and Wales.

25.2 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).