

Manufacturing agreement

DATE

Date

PARTIES

1. Khushpreet Singh of address OR Royal Enfield, a company incorporated in England and Wales (registration number registration number) having its registered office at address OR PARTNERSHIP NAME, a partnership established under the laws of England and Wales having its principal place of business at address (the "Manufacturer"); and
2. Ctrl's of address OR Customer Company Ltd., a company incorporated in England and Wales (registration number registration number) having its registered office at address OR PARTNERSHIP NAME, a partnership established under the laws of England and Wales having its principal place of business at address (the "Customer").

BACKGROUND

1. Explain background from the Manufacturer's perspective.
2. Explain background from the Customer's perspective.
3. The Manufacturer and the Customer therefore wish to enter into a contract in accordance with the provisions of this Agreement.

AGREEMENT

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"Agreement" means this agreement including the Schedules and each Order, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day; "Charges"

means the amounts payable in respect of the Products, as set out in Schedule 1 (Manufacturing particulars), subject to any variations agreed in writing by the parties or made in accordance with this Agreement;

"Competing Products" means products that compete with the Products, or constitute a reasonably efficacious substitute for the Products, in any market in which the Products are sold or supplied;

"Confidential Information" means the Manufacturer Confidential Information and the Customer Confidential Information;

"Customer Confidential Information" means:

(a) any information disclosed by or on behalf of the Customer to the Manufacturer during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Manufacturer (acting reasonably) to be confidential; and

(b) the terms of this Agreement;

"Customer Indemnity Event" has the meaning given to it in Clause 16.3;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Forecast" means a forecast in respect of future Product orders delivered by the Customer to the Manufacturer in accordance with Clause 8;

"Forecast Date" means the 1st day of each calendar month during the Term and before the issue of a notice of termination of this Agreement;

"Forecast Period" means the period of 6 calendar months beginning at the end of the calendar month in which the relevant Forecast is issued;

"Identical Products" means products that are substantially identical in both design and materials to the Products;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Manufacturer Confidential Information" means:

(a) any information disclosed by or on behalf of the Manufacturer to the Customer during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and

(b) the terms of this Agreement;

"Manufacturer Indemnity Event" has the meaning given to it in Clause 16.1;

"Manufacturing Offer" means the Manufacturer's written offer to manufacture and supply Products issued in accordance with Clause 4.3;

"Manufacturing Request" means the Customer's written request for Products issued in accordance with Clause 4.2;

"Minimum Quantity" means the minimum amount or amounts of Products that the Customer must order and the Manufacturer must supply under this Agreement, such amount or amounts being set out in Schedule 1 (Manufacturing particulars);

"Minimum Term" means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"Order" means a binding order between the parties for the manufacture and supply of Products, made under this Agreement, incorporating the terms of a Manufacturing Offer, and agreed between the parties in accordance with Clause 4;

"Product Specification" means the specification for the Products set out in Paragraph 1 of Schedule 1 (Manufacturing particulars);

"Products" means identify products OR any products that the Manufacturer supplies or agrees in writing to supply to the Customer from time to time OR those products identified in Paragraph 1 of Schedule 1 (Manufacturing particulars);

"Schedule" means any schedule attached to the main body of this Agreement;

"Term" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2; and

"Territory" means identify territory.

2. Credit

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3. Term

3.1 This Agreement shall come into force upon the Effective Date.

3.2 This Agreement shall continue in force indefinitely OR until date, at the beginning of which this Agreement shall terminate automatically OR until event, upon which this Agreement shall terminate automatically, subject to termination in accordance with Clause 19 or any other provision of this Agreement.

4. Order procedure

4.1 Before the agreement of an Order, the parties may discuss and negotiate the terms of the proposed Order, but no contractual obligations to manufacture or supply the Products shall come into force until the procedure set out in this Clause 4 has been completed.

4.2 If the Customer proposes to order Products from the Manufacturer, the Customer must send a Manufacturing Request to the Manufacturer. Each Manufacturing Request must be in writing and must include the following information in respect of the Products requested in the Manufacturing Request:

- (a) the identifier for the Products requested;
- (b) the Product Specification and any variations

to the Product Specification;

- (c) the quantity of the Products requested (or an estimate of quantity with a commitment to purchase a minimum number of Products);
- (d) a list of preferred suppliers and suppliers' parts numbers;
- (e) the delivery schedule (or an estimated delivery schedule);
- (f) details of any components or equipment to be supplied by the Customer (with dates for delivery to the Manufacturer);
- (g) whether the Customer proposes to arrange packaging for the Products, and details of any packaging specification and requirements; and
- (h) whether the Customer proposes to arrange delivery of the Products and insurance for the Products while in transit, and details of any delivery and insurance instructions.

4.3 At any time following receipt of a Manufacturing Request, the Manufacturer may issue a Manufacturing Offer, which will incorporate (by reference or otherwise) the Manufacturing Request, together with a list of deviations from and additions to the Manufacturing Request. The additions shall include:

- (a) the unit price and total price of the Products; and
- (b) if the Manufacturer agrees to arrange the packaging, packing, loading, transport, unloading and/or insuring of the Products, the applicable charges.

4.4 Each Manufacturing Offer issued by the Manufacturer shall be deemed to be an offer to manufacture and supply the Products, subject to the terms of this Agreement, and:

- (a) if the Manufacturer receives a written acceptance of the Manufacturing Offer from the Customer on or before the close of business on the 5th Business Day following the date of issue of the Manufacturing Offer, then an Order shall come into force immediately in relation to the Products covered by that Manufacturing Offer; and
- (b) if the Manufacturer receives a written acceptance of the Manufacturing Offer after that time, then an Order shall only come into force if and when the Manufacturer issues to the Customer a further confirmation that it agrees to manufacture and supply the Products covered by the Manufacturing Offer.

4.5 Without prejudice to the Manufacturer's express obligations under this Agreement, the Manufacturer shall not be obliged to give the Customer priority over any other customer of the Manufacturer with regard to accepting the terms of any Manufacturing Request and making any Manufacturing Offer.

5. Manufacturing

5.1 The Manufacturer shall manufacture the Products, and shall supply the manufactured Products to the Customer, in accordance with the requirements of each Order, subject to all the provisions of this Agreement.

6. Product Specification

6.1 If the provisions of an Order so require OR an Order does not include a Product Specification OR specify circumstances, the Customer shall supply to the Manufacturer a Product Specification for the Products to be manufactured under that Order, together with all other documents, cooperation and information reasonably requested by the Manufacturer to enable the Manufacturer to fulfil its obligations under this Agreement. The Customer must fulfil its obligations under this Clause 6.1 promptly following the agreement of that Order, unless the parties have agreed otherwise in writing.

6.2 The Customer warrants to the Manufacturer that:

- (a) each Product Specification will be prepared with reasonable skill and care;
- (b) each Product Specification will contain all the information reasonably necessary to enable a competent manufacturer with expertise in the relevant field to manufacture the relevant Products; and
- (c) all information provided by the Customer to the Manufacturer under or in connection with this Agreement will be accurate in all material respects.

6.3 The Customer warrants to the Manufacturer that neither the Product Specifications nor the designs for the Products supplied by the Customer to the Manufacturer will infringe any third party's Intellectual Property Rights or other legal rights (in any jurisdiction and under any applicable law).

7. Minimum Quantity

7.1 During the Term OR period:

- (a) the Manufacturer shall supply the Minimum Quantity of Products to the Customer; and
- (b) the Customer shall purchase the Minimum Quantity of Products from the Manufacturer, under 1 or more Orders to be agreed by the parties acting reasonably.

8. Forecasting

8.1 On or before each Forecast Date, the Customer shall deliver to the Manufacturer a Forecast for the purchase of Products during the Forecast Period.

8.2 The Customer shall ensure that each Forecast specifies the Product types and quantities that the Customer must OR plans to purchase from the Manufacturer during each month of the Forecast Period and anything else.

8.3 The parties acknowledge that Forecasts are not binding in any way upon either the Customer or the Manufacturer.

OR

8.3 During each Forecast Period:

(a) the Manufacturer shall supply the quantities of Products specified in the relevant Forecast to the Customer; and

(b) the Customer shall purchase the quantities of Products specified in the relevant Forecast from the Manufacturer,

under 1 or more Orders to be agreed by the parties acting reasonably.

8.4 Unless the parties have expressly agreed otherwise in writing, the amount of the Minimum Quantity and amounts of the Products that the parties must supply and purchase as a consequence of a Forecast shall not be cumulative.

9. Terms and conditions of supply

9.1 The supply of all Products by the Manufacturer to the Customer under or relating to this Agreement shall be subject to Schedule 2 (Terms and conditions of supply).

10. Intellectual Property Rights

10.1 Except to the extent expressly provided otherwise in this Agreement, nothing in this Agreement shall operate to assign, transfer or license any Intellectual Property Rights from the Manufacturer to the Customer, or from the Customer to the Manufacturer.

10.2 All Intellectual Property Rights in the Product Specifications and the designs for the Products that are supplied or made available by the Customer to the Manufacturer shall vest in and are reserved to the Customer.

10.3 The Customer grants to the Manufacturer a non-exclusive, royalty-free, worldwide licence to use the Product Specifications and designs for the Products solely for the purposes of manufacturing the Products and fulfilling the Manufacturer's other obligations under this Agreement.

10.4 Each party shall promptly give notice in writing to the other in the event that it becomes aware of:

- (a) any infringement or suspected infringement of the Intellectual Property Rights in any Product or Product design; or
- (b) any claim that any Product or Product design, or the manufacture, use, marketing, sale or disposal of any Product, infringes the Intellectual Property Rights of any third party.

11. Exclusivity

11.1 The Manufacturer must not supply any Products to any person other than the Customer.

11.2 The Manufacturer must not, during the Term and the period of 12 months following the end of the Term without the prior written consent of the Customer:

- (a) supply any Identical Products to any person

in the Territory;

- (b) supply any Identical Products to any person for resale, save where that person is contractually restricted from actively supplying those Identical Products in the Territory during the Term and the period of 12 months following the end of the Term; or

- (c) manufacture any Identical Products.

11.3 The Manufacturer must not, during the Term and the period of 12 months following the end of the Term without the prior written consent of the Customer:

- (a) supply any Competing Products to any person in the Territory;
- (b) supply any Competing Products to any person for resale, save where that person is contractually restricted from actively supplying those Competing Products during the Term and the period of 12 months following the end of the Term; or

OR

11. No exclusivity

11.1 Subject to any Intellectual Property Rights in the Products:

- (a) the Manufacturer acknowledges that the Customer may appoint other manufacturers to produce and supply Identical Products and/or Competing Products; and
- (b) the Customer acknowledges that the Manufacturer may produce Identical Products and/or Competing Products for other customers.

12. Charges

12.1 The Customer shall pay the Charges to the Manufacturer in accordance with this Agreement.

12.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated inclusive of any applicable value added taxes OR exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Manufacturer.

12.3 If there is a material increase in the cost to the Manufacturer of obtaining or supplying the Products, the Manufacturer may increase the Charges by giving to the Customer written notice of the increase at any time before supply of the Products, providing that:

- (a) the Manufacturer must give that notice as soon as reasonably practicable;
- (b) the Customer shall have the right upon receipt of that notice to terminate this Agreement; and
- (c) any increase under this Clause 12.3 must not exceed the increase in cost to the Manufacturer.

13. Payments

13.1 The Manufacturer shall issue an invoice for the Charges to the Customer promptly OR at any time following the supply of the Products OR the agreement of an Order in respect of the Products OR specify date.

13.2 The Customer must pay the Charges to the Manufacturer within the period of 30 days following the issue of an invoice in accordance with this Clause 13 OR the receipt of an invoice issued in accordance with this Clause 13.

13.3 The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Manufacturer to the Customer from time to time).

13.4 If the Customer does not pay any amount properly due to the Manufacturer under this Agreement, the Manufacturer may:

- (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

14. Confidentiality obligations

14.1 The Manufacturer must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer OR no less onerous than those contained in this Agreement;

- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Manufacturer uses to protect the Manufacturer's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Customer Confidential Information; and
- (e) not use any of the Customer Confidential Information for any purpose other than specify purposes.

14.2 The Customer must:

- (a) keep the Manufacturer Confidential Information strictly confidential;
- (b) not disclose the Manufacturer Confidential Information to any person without the Manufacturer's prior written consent, and then only under conditions of confidentiality approved in writing by the Manufacturer OR no less onerous than those contained in this Agreement;
- (c) use the same degree of care to protect the confidentiality of the Manufacturer Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Manufacturer Confidential Information; and
- (e) not use any of the Manufacturer Confidential Information for any purpose other than specify purposes.

14.3 Notwithstanding Clauses 14.1 and 14.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

14.4 No obligations are imposed by this Clause 14 with respect to a party's Confidential Information if that Confidential Information:

- (a) is known to the other party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the other party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

14.5 The restrictions in this Clause 14 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

14.6 Upon the termination of this Agreement, each party must immediately cease to use the other party's Confidential Information.

14.7 Following the termination of this Agreement, and within 5 Business Days following the date of receipt of a written request from the other party OR Within 5 Business Days following the date of termination of this Agreement, the relevant party must destroy or return to the other party

(at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.

14.8 The provisions of this Clause 14 shall continue in force indefinitely following the termination of this Agreement OR for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

15. Warranties

15.1 The Manufacturer warrants to the Customer that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

15.2 The Customer warrants to the Manufacturer that it has the legal right and authority to enter into this

Agreement and to perform its obligations under this Agreement.

16. Indemnities

16.1 The Manufacturer shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Manufacturer of this Agreement, and in particular, any warranty set out in Clause 15.

16.2 The Customer shall indemnify and shall keep indemnified the Manufacturer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Manufacturer and arising directly or indirectly as a result of any breach by the Customer of this Agreement, and in particular, any warranty set out in Clause 15.

17. Force Majeure Event

17.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

17.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

18.1 Without prejudice to any other rights or remedies which the parties may have, this Agreement may be terminated by either party immediately upon giving notice in writing to the other if:

- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (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 (where a company) 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) 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 (being a company) 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;
- (f) 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);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) 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;
- (j) the other party takes 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), 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

18.2 For the avoidance of doubt, the termination of this Agreement will not affect any rights or obligations of the parties that have accrued before the date of termination or that may thereafter accrue in respect of any act or omission before the date of termination.

18.3 Without prejudice to the generality of Clause 18.2, the clauses of this Agreement which expressly or by implication survive termination of this Agreement shall survive termination of this Agreement.

19. Effects of termination

19.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 10, 12, 13, 14, 16, 19 and 20.

19.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

19.3 Upon the termination of this Agreement, each party must promptly cease to use the other party's Confidential Information.

19.4 Within 5 Business Days following the date of termination of this Agreement, the Customer must either promptly return to the Manufacturer or securely destroy (at the Manufacturer's option) all documents and materials containing the Manufacturer Confidential Information, and must not retain any copies of those documents and materials.

19.5 The Customer's obligations under this Clause 19 are subject to the Manufacturer providing written evidence of its compliance with its obligations under Clause 14.7.

20. General

20.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

20.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were

deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

20.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

20.7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

20.8 The courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

21. Notices

21.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 21.2):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

21.2 The parties' contact details for notices under this Clause 21 are as follows:

- (a) in the case of notices sent by the Customer to the Manufacturer, *contact details*; and
- (b) in the case of notices sent by the Manufacturer to the Customer, *contact details*.

21.3 The addressee and contact details set out in Clause 21.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 21.

22. General

22.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

22.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

22.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

22.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22.6 Subject to Clause 17.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

22.7 This Agreement shall be governed by and construed in accordance with English law.

22.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

23. Interpretation

23.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

23.2 The Clause headings do not affect the interpretation of this Agreement.

- 23.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 23.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.