COMMSMANAGER
Customer Agreement
(from 2 July 2018)

1.   Interpretation

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

Agreement: the contract between Onecom and the Customer for the supply of the Services, on and subject to these terms and conditions (as may be amended from time to time in accordance with their terms).

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(c).

Billing Data: bill/invoice data relating to the Customer's mobile phone estate which is provided to Onecom by the Provider.

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

CommsManager: the CommsManager software applications and platforms developed by Onecom and made available to customers via the internet for use in their business operations for the purpose of assisting with the management of customers' mobile phone estates.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 8.5.

Customer: the contracting party wishing to receive the Services.

Customer Data: the data input by the Customer, Authorised Users, or Onecom on the Customer's behalf consisting of Personal Data (as defined by the Data Protection Legislation) for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Protection Losses: all liabilities, including all:

(a)   costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

(b)   to the extent permitted by applicable law:

    (i)   administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

    (ii)   compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and

(iii)   the reasonable costs of compliance with investigations by a Supervisory Authority.

Data Subject: has the meaning as defined in the Data Protection Legislation.

Documentation: the user guide and such other documents made available to the Customer by Onecom, which sets out a description of the Services and the basic user instructions for the Services, and which may be amended from time to time by Onecom in its sole discretion.

Effective Date: the date upon which Onecom commences the provision of the Services to the Customer.

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

Onecom: Onecom Limited incorporated and registered in England and Wales with company number 04031272 whose registered office is at Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.

Personal Data: has the meaning as defined in the Data Protection Legislation.

Privacy Policy: Onecom's privacy policy (as amended from time to time) at https://onecom.co.uk/privacy-policy/ (or any other online address that Onecom advises the Customer of).

Provider: the third-party provider of mobile phone services to the Customer.

Services: the CommsManager services provided by Onecom to the Customer under this Agreement via the web address notified to the Customer by Onecom, including the Software and as may be more particularly described in the Documentation.

Software: the CommsManager online software applications provided by Onecom as part of the Services.

Sub-Processor: has the meaning given in clause 4.6.

Supervisory Authority: means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.

Term: the period beginning on the Effective Date and ending upon termination of this Agreement pursuant to clause 11.

User Logins: the user logins (comprising username and password) which allow Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

User Terms: the terms of use presented to users for acceptance upon first log in and thereafter from time to time as may be required by Onecom.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging,

altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause 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 **writing** or **written** includes e-mail.

2. Users

2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Onecom hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

(a) it will not allow or suffer any User Login to be used by more than one individual Authorised User;

(b) each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his password confidential; and

(c) it shall be responsible for maintaining the list of current Authorised Users and their permissions within the Software.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c)   depicts sexually explicit images;

(d)   promotes unlawful violence;

(e)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f)   in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Onecom reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4   The Customer shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i)   and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii)   attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c)   use the Services and/or Documentation to provide services to third parties; or

(d)   subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e)   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5   No Authorised User will be allowed use of or access to the Services unless they have accepted the User Terms.

2.6   The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Onecom.

3.   Services

3.1   Onecom shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

3.2   Onecom shall use commercially reasonable endeavours to make the Services available during Normal Business Hours, but gives no guarantee or warranty in this respect.

3.3   Where the Customer uses the Services to order goods or services from Onecom (to the extent that such functionality is made available), such order shall be subject to Onecom's applicable terms and conditions.

4.   Data Protection

4.1   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

4.2   The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Onecom is the data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation). The Customer acknowledges that the Provider is the data controller of the Billing Data.

4.3   The Customer acknowledges and agrees with the Privacy Policy which sets out the scope, nature and purpose of processing by Onecom, the types of Personal Data and categories of Data Subject being processed for the purposes of this Agreement.

4.4   Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to Onecom for the duration and purposes of this Agreement, and will transfer to Onecom only the Personal Data that Onecom requires in order to perform its obligations under this Agreement.

4.5   Without prejudice to the generality of clause 4.1, Onecom shall, in relation to any Personal Data processed by Onecom in connection with the Agreement:

        (a)   process the Personal Data only in accordance with the Privacy Policy unless Onecom is required by the laws of any member of the European Union or by the laws of the European Union applicable to Onecom to process Personal Data (**Applicable Law**). Where Onecom is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Onecom shall promptly notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Onecom from so notifying the Customer;

        (b)   ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures

(those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) not transfer any Personal Data outside of the European Economic Area other than:

   (i) to Onecom's approved subcontractor, Onecom Software India Private Ltd (**Onecom India**). In relation to such transfer, Onecom warrants that:

      (A) it shall comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

      (B) there is in place between Onecom and Onecom India a binding data transfer agreement containing the EU standard clauses and offering adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals as required by the Data Protection Legislation; and

      (C) it has in place appropriate technical and organisational security measures. Onecom India accesses data within Onecom's secure network from India. No data is downloaded locally (in India), it is saved within Onecom's secure network. Onecom India has a VPN connection back to Onecom's UK headquarters, through which it can access Onecom's secure network and associated data. Onecom uses standardised Cisco ASA Firewalls throughout its network. The same model of Cisco ASA Firewall provides a secure connection between Onecom and Onecom India;

   (ii) as set out in the Privacy Policy; or

   (iii) with the prior written consent of the Customer where the following conditions are fulfilled:

      (A) the Customer or Onecom has provided appropriate safeguards in relation to the transfer;

      (B) the Data Subject has enforceable rights and effective legal remedies;

      (C) Onecom complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

      (D) Onecom complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection

Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach; and

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data.

4.6 The Customer consents to Onecom appointing third-party processors or Personal Data (**Sub-Processors**) as set out in the Privacy Policy. Onecom confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 4. As between the Customer and Onecom, Onecom shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 4.6.

4.7 Onecom may, at any time on not less than 30 days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

4.8 Unless agreed otherwise in writing by Onecom, Onecom shall delete Billing Data and Customer Data after 24 months.

4.9 Data Protection Liability and Indemnity

(a) The Customer shall indemnify and keep indemnified Onecom in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, Onecom and any Sub-Processor arising from or in connection with any:

(i) non-compliance by the Customer with the Data Protection Legislation;

(ii) processing carried out by Onecom or any Sub-Processor pursuant to the Privacy Policy or any changes requested to the Privacy Policy by the Customer that infringes any Data Protection Legislation; or

(iii) breach by the Customer of any of its obligations under clause 4,

except to the extent Onecom is liable under clause 4.9(b).

(b) Onecom shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement:

(i) only to the extent caused by the processing of Personal Data under this Agreement and directly resulting from Onecom's breach of clause 4; and

(ii) in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this Agreement by the Customer.

(c) If a party receives a compensation claim from a person relating to processing of Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

    (i) make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

    (ii) consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under the Agreement for paying the compensation.

(d) The parties agree that the Customer shall not be entitled to claim back from Onecom any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Onecom in accordance with clause 4.9(a).

(e) This clause 4.9 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Legislation to the contrary, except:

    (i) to the extent not permitted by Applicable Law (including Data Protection Legislation); and

    (ii) that it does not affect the liability of either party to any Data Subject.

5. Onecom's obligations

5.1 Onecom undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Onecom's instructions, or modification or alteration of the Services by any party other than Onecom or Onecom's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Onecom will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, Onecom:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and

Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3   This Agreement shall not prevent Onecom from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6.   Customer's obligations

The Customer shall:

(a)   provide Onecom with:

    (i)   all information as may be required by Onecom;

    (ii)   all necessary co-operation in relation to this Agreement; and

    (iii)   all necessary access to such information as may be required by Onecom;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b)   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, Onecom may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for Onecom, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by Onecom from time to time; and

(g)   be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Onecom's 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.

7.   Proprietary rights

7.1   The Customer acknowledges and agrees that Onecom and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this

Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

7.2   Onecom confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.   Confidentiality

8.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a)   is or becomes publicly known other than through any act or omission of the receiving party;

(b)   was in the other party's lawful possession before the disclosure;

(c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d)   is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e)   is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2   Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

8.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

8.4   Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

8.5   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Onecom's Confidential Information.

8.6   Onecom acknowledges that the Customer Data is the Confidential Information of the Customer.

8.7   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.

8.8   The above provisions of this clause 8 shall survive termination of this Agreement, however arising.

9.   Indemnity

The Customer shall indemnify and hold harmless Onecom 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 Services and/or Documentation in breach of the terms of this Agreement.

10.   Liability

10.1   The Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Onecom shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Onecom by the Customer in connection with the Services, or any actions taken by Onecom at the Customer's direction.

10.2   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.

10.3   The Services and the Documentation are provided to the Customer on an "as is" basis.

10.4   The Customer acknowledges that the Services are provided by Onecom free of charge and as a result Onecom shall not be held 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 direct, special, indirect or consequential loss, costs, damages, charges or expenses incurred by the Customer as a result of the provision of or use of the Services by the Customer.

10.5   Nothing in this Agreement excludes the liability of Onecom:

    (a)   for death or personal injury caused by Onecom's negligence;

    (b)   for fraud or fraudulent misrepresentation; or

    (c)   under clause 4.9(b).

11. Term and termination

11.1   Subject to clause 11.2, this Agreement shall commence on the Effective Date and shall continue until either party notifies the other party of termination.

11.2   Unless agreed otherwise by Onecom, this Agreement will automatically terminate upon termination (howsoever occurring) of any agreement between the Customer and Onecom relating to mobile phone account management services.

11.3   For the avoidance of doubt, as the Services are provided free of charge, Onecom may suspend or alter the Services, or terminate this Agreement, at any time.

11.4   On termination of this Agreement for any reason:

(a)   the Customer shall return and make no further use of the Software, Documentation and any other items (and all copies of them) belonging to Onecom that were provided pursuant to this Agreement;

(b)   Onecom may destroy or otherwise dispose of any of the Customer Data or Billing Data in its possession; and

(c)   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 this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. Force majeure

Onecom shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Onecom or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. Variation

13.1   Onecom may change this Agreement (including changing the Services) where required: (a) to comply with applicable law or regulation; (b) pursuant to clause 4.7; (c) because of a change imposed by a third party supplier; or (d) because of a change made to the Services. Onecom shall provide the Customer with as much notice as is reasonably practicable of a change made under (a) or (b), and at least 30 days' notice for a change made under (c) or (d).

13.2   Save as set out in clause 13.1, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.   Waiver

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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.   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.

16.   Severance

16.1   If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2   If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17.   Entire agreement

17.1   This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2   Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

18.   Assignment

18.1   The Customer shall not, without the prior written consent of Onecom, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

18.2   Onecom 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.

19.   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).

20.   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.

21.   Governing law

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 construed in accordance with the law of England and Wales.

22.   Jurisdiction

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).