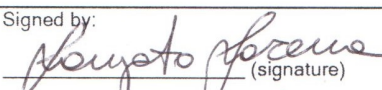


- (l) there has been no financial contribution to the Work, except as specified in *Schedule 1: Details of the Work*.
- 8. INDEMNITIES**
- 8.1. The Assignor shall indemnify Bentham Science against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Bentham Science arising out of or in connection with:
- any breach by the Assignor of any of the warranties contained in clause 7; and
 - the enforcement of this Agreement.
- 8.2. At the request of Bentham Science, and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable Bentham Science to resist any claim, action or proceedings brought against Bentham Science as a consequence of any breach by the Assignor of the warranties contained in clause 7. This indemnity shall apply whether or not Bentham Science has been negligent or at fault.
- 9. FURTHER ASSURANCE**
- 9.1. At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including assisting Bentham Science in obtaining, defending and enforcing the copyright, and assisting with any other proceedings which may be brought by or against Bentham Science against or by any third party relating to the rights assigned by this Agreement.
- 9.2. The Assignor irrevocably appoints Bentham Science to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for Bentham Science to obtain for itself or its nominee the full benefit of this Agreement. This power of attorney is irrevocable as long as any of the Assignor's obligations under this Agreement remain undischarged. The attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- take any action that this Agreement requires the Assignor to take;
 - exercise any rights which this Agreement gives to the Assignor; and
 - appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.
- 10. GENERAL TERMS**
- 10.1. **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, We agree to the terms as set out in the Agreement.

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 10.2. **Confidentiality:** Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavors to prevent the publication or disclosure of any confidential information concerning such matters.
- 10.3. **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.
- 10.4. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5. **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.6. **Governing law and jurisdiction:** 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 the United Arab Emirates as applied in the Emirate of Dubai. Each party irrevocably agrees that the courts of the Emirate of Dubai shall have non-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).

Signed by:

 (signature)
 LONGATO LORENA
 (print name)
 PRINCIPAL/AUTHOR

Signed by:
 _____ (signature)
 _____ (print name)
 For and on behalf of BENTHAM SCIENCE PUBLISHERS LTD