

FLINT STUDIOS LTD: TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

1. Definitions:

Background IPR: any and all IPRs that are owned by or licensed to either Party and which are or have been developed independently of this Agreement

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning set out in clause 2.2.

Contract: the contract for the supply of the Services between the Supplier and the Customer constituted by the Order Form together with these Terms & Conditions in accordance with clause 2.

Customer: has the meaning set out in the Order Form.

Customer Default: has the meaning set out in clause 5.1.3.

Customer Materials: all documents, information and materials provided by the Customer to the Supplier for the purposes of the provision of the Services by the Supplier including, but not limited to, computer programs, data, reports, specifications, content and images.

Data Protection Laws: means (a) the UK Data Protection Act 1998 ("DPA"), as the same may be amended, extended or re-enacted from time to time; and (b) upon its or their becoming directly applicable in EU member states, any EU regulation (whether enacted before or after the Commencement Date) relating to the processing of Personal Data, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any guidance issued by the Information Commissioner's Office. References in this Agreement to "data processor", "data controller", "data subject" and "processing" shall have the meanings ascribed under applicable Data Protection Laws.

Deliverables: the deliverables produced by the Supplier for the Customer in the provision of the Services and as may be set out in the Order Form.

Intellectual Property Rights or IPR: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and

including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form: the Customer's order for Services.

Personal Data: data relating to an individual who is or can be identified, directly or indirectly, either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of a person, and includes (i) all Personal Data as defined in the DPA and the GDPR; and (ii) all data and information within the scope of equivalent or similar concepts in other Data Protection Laws.

Personnel: the officers, employees, agents and contractors of the Supplier.

Project-Specific IPRs: IPRs in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order Form.

Supplier: has the meaning set out in the Order Form.

Supplier Privacy Policy: the privacy policy of the Supplier which can be accessed at <https://www.flintstudios.co.uk/Privacy-Policy.aspx>.

Terms & Conditions: these terms and conditions

2. Interpretation:

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A reference to writing or written includes email.

2. BASIS OF CONTRACT

1. The Order Form constitutes an offer by the Customer to purchase Services in accordance with these Terms & Conditions.
2. The Order Form shall only be deemed to be accepted when the Supplier signs the Order Form, at which point and on which date the Contract shall come into existence (Commencement Date).

3. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described therein. They shall not form part of the Contract or have any contractual force.
4. These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
6. In the event of any conflict between the provisions of the Order Form and the provisions of these Terms & Conditions, the provisions of the Order Form shall take precedence.
7. The Supplier reserves the right to change these terms and conditions from time to time by notifying you through the Supplier's website that we have done so. By continuing to (i) engage the Supplier (ii) pay for the Services delivered by the Supplier or (iii) using the website the Customer is deemed to be bound by these Terms and Conditions, as amended.

3. SUPPLY OF SERVICES

1. The Supplier shall supply the Services to the Customer in accordance with the Order Form.
2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. ADDITIONAL SERVICES

1. The Customer may request in writing from time to time that the Supplier supply Additional Services (which may include design and development work and/or additional support services not already covered in the scope of the Services). The Supplier shall use its reasonable endeavours to

comply with the Customer's request, but the Customer acknowledges that the Supplier's ability to supply the Additional Services shall depend on the availability of appropriate resources at the time.

2. Subject to such Additional Services being acceptable to the Supplier, the parties agree to amend the Order Form and shall ensure that the Additional Services and fees in respect of such Additional Services are agreed in accordance with clause 16 prior to the commencement of such additional Services. The Supplier shall invoice the Customer for the Additional Services in accordance with clause 6.
3. The Customer agrees that each order for Additional Services shall be subject to, and shall incorporate by reference, these Terms & Conditions.

5. CUSTOMER'S OBLIGATIONS

1. The Customer shall:

1. co-operate with the Supplier in all matters relating to the Services;
2. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
3. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
4. without prejudice to clause 5.1.5, obtain before the date on which the Services are to start, and maintain at all relevant times, all necessary licences, permissions and consents including, but not limited to, in relation to the Customer Materials and use thereof;
5. without prejudice to clause 5.1.4, ensure that all Customer Materials:
 1. comply with all applicable laws and regulations; and
 2. do not include any content which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous; and
 3. are not in breach of any third party Intellectual Property Rights.

6. Comply with all Data Protection Laws to include, but not be limited to, having appropriate organisational and technical measures in place to ensure compliance.
 7. comply with any additional obligations as set out in the Order Form.
 2. Without prejudice to clauses 5.1.4 and clauses 5.1.5, the Customer shall indemnify the Supplier 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 and other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with use of the Customer Materials.
 3. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
 1. the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5; and
 3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

6. CHARGES AND PAYMENT

1. In consideration of the provision by the Supplier of the Services, the Customer shall pay the Charges to the Supplier in accordance with this clause 6 and the Order Form.
2. The Charges for the Services shall be on a time and materials basis:

1. the Charges shall be calculated in accordance with the Supplier's standard Services rates, and are as set out in the Order Form;
2. the Supplier shall be entitled to charge an overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside normal working hours; and
3. the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
4. The Supplier shall issue invoices to the Customer in accordance with the payment terms set out in the Order Form. The Customer shall pay such invoices in line with the payment date specified on the invoice, and if no date is specified, within 14 days of the Commencement Date; and
5. in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
6. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
7. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. INTELLECTUAL PROPERTY RIGHTS

1. Subject to Clauses 7.2 to 7.3:
 1. the Customer shall not acquire any right, title or interest in or to the IPRs of the Supplier or its licensors, including the Supplier's Background IPRs; and
 2. the Supplier shall not acquire any right, title or interest in or to the IPRs of the Customer or its licensors, including the Customer's Background IPRs.
2. The Customer assigns to the Supplier, with full title guarantee, title to and all present and future rights and interest in the Project-Specific IPRs.
3. The Supplier grants a non-exclusive, assignable, irrevocable and perpetual licence (including the right to sub-license) to the Customer to use the Project-Specific IPRs.

8. LIMITATION OF LIABILITY

1. Nothing in the Contract shall limit or exclude the Supplier's liability for:
 1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 2. fraud or fraudulent misrepresentation; or
 3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
2. Subject to clause 8.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 1. Indirect or consequential losses, damages, costs or expenses;
 2. Loss of actual or anticipated profits;
 3. Loss of contracts;

4. Loss of use of money;
 5. Loss of anticipated savings;
 6. Loss of revenue;
 7. Loss of goodwill;
 8. Loss of reputation;
 9. Ex gratia payments;
 10. Loss of business;
 11. Loss of operation time;
 12. Loss of opportunity;
 13. Loss of, damage to or corruption of, data; or
 14. whether or not such losses were reasonably foreseeable or the Supplier or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Clauses 8.2.2 to 8.2.13 apply whether such losses are direct, indirect, consequential or otherwise.
3. Subject to clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 115% of the Charges received from the Customer for that part of the Services under the Order Form in relation to which the breach occurred.
 4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
 5. This clause 8 shall survive termination of the Contract.

9. TERMINATION

1. Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 3 months' written notice.
2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that

breach within 30 days of that party being notified in writing to do so;

2. 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;
 3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 5 days after being notified to make such payment; or
 4. Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2.2 to clause 9.2.4 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION

1. On termination of the Contract for any reason:
 1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

2. the Customer shall return all of the Supplier materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
3. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
4. clauses which expressly or by implication survive termination shall continue in full force and effect.

11. CONFIDENTIALITY

1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
2. Each party may disclose the other party's confidential information:
 1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2;
 2. to another member of the group of companies to which the supplier belongs, either in connection with or to improve the Services or to keep you informed of other services which may be suitable for you unless you have opted not to receive such information; and
 3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. DATA PROTECTION

1. Appointment

1. In respect of any Personal Data provided by the Customer and processed by the Supplier as part of the Services, the Supplier shall be the data processor and the Customer shall be the data controller. Furthermore, in respect of any Personal Data collected by the Supplier as part of the Services on the instructions of Customer, the Supplier shall be the data processor and the Customer shall be the data controller.
2. Processing of Personal Data by Supplier
 1. Supplier shall (and shall procure that its Personnel shall):
 1. comply with applicable Data Protection Laws (including those in any jurisdiction where the Services may be provided); and
 2. provide to the Customer such details as the Customer may require of its procedures and records for complying with and demonstrating compliance with Data Protection Laws and this Clause 12.

3. Supplier Use of Personal Data

1. The Supplier shall, subject to Clause 11.2:
 1. only process Personal Data in accordance with the Customer's written instructions including with regard to transfers of Personal Data to a third country or an international organisation (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Customer to the Supplier from time to time);
 2. only use, reproduce or otherwise process any Personal Data collected in connection with providing the Services to the extent necessary to provide the Services;
 3. not modify, amend or alter the contents of Personal Data, except as directed by the Customer;
 4. not mix Personal Data with data of any other of the Supplier's customers. (The Supplier shall provide for appropriate logical separation of all data and security controls to prevent the exposure of Personal Data to other parties);

5. implement and maintain a system for logging and identifying all Personnel accessing any Personal Data through the Supplier's systems and if requested by the Customer, the Supplier shall provide to the Customer a copy of the access log;
6. implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including the following as appropriate and as notified in advance to the Customer:
 1. the pseudonymisation and encryption of Personal Data
 2. the ability to ensure the ongoing confidentiality, integrity and availability of the Personal Data and resilience of the Supplier's systems used for such processing;
 3. the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
 4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

4. Disclosure of Personal Data

1. The Supplier may disclose Personal Data to its Personnel but only those who:
 1. need to know for the purpose of providing the Services (and only to that extent);
 2. have been trained with respect to the correct handling of Personal Data so as to minimise the risk of security breaches; and the requirements of the applicable Data Protection Laws.
 3. are subject to a binding contract to keep the Personal Data confidential (or are under an appropriate statutory

obligation of confidentiality) and to only access, use, disclose or otherwise process Personal Data in accordance with this Clause 12 and in accordance with the instructions of the Customer.

2. The Supplier may only disclose (directly or indirectly) Personal Data to any other person with the prior written consent of the Customer, and, where the Customer provides its consent, only where the person is subject to a binding commitment to keep Personal Data confidential (or are under an appropriate statutory obligation of confidentiality) and to only access, use, disclose and otherwise process Personal Data on the same terms as contained within this Clause 12 and the terms of the Customer's consent.

5. Third Party Processing

1. Without limiting the Supplier's other obligations under this Agreement and the other provisions of this Clause 12, Supplier shall not engage any third party processors to process Personal Data without prior written consent of the Customer.
2. If Supplier engages any third party to process any Personal Data, the Supplier shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and which shall ensure that if any third party engaged by the Supplier in turn engages another person to process any Personal Data, the third party is required to comply with all of the obligations in respect of processing of Personal Data that are imposed under this Agreement.
3. The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Customer.
4. The Supplier shall remain liable to the Customer for processing by such third parties as if the processing was being conducted by the Supplier.

6. Supplier Assistance to the Customer

1. The Supplier shall:
 1. co-operate with the Customer to the extent necessary to enable the Customer to meet any requests of the

Information Commissioner' s Office or other competent supervisory authority;

2. make available to the Customer all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;
 3. immediately inform the Customer if, in its opinion, an instruction given or request made pursuant to Clause 12.6.1 or any other instruction made pursuant to this Clause 12 infringes the Data Protection Laws;
 4. taking into account the nature of the processing, provide such assistance including by using appropriate technical and organisational measures as the Customer may require for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR; and
 5. provide such co-operation and assistance as the Customer requires to enable the Customer to comply with its obligations under Articles 33-36 of the GDPR including without limitation to notify the Customer without undue delay and in any event within twenty-four (24) hours of the Supplier becoming aware of any unauthorised access to, unauthorised disclosure of other use of Personal Data or other circumstances in which Personal Data is at risk ("Personal Data Breach") and shall include, in such notification, at least the applicable information referred to in Article 33 (3) of the GDPR and the Supplier shall not communicate with any data subject in respect of a Personal Data Breach without the prior written consent of the Customer.
2. If the Supplier becomes aware that it or any person is accessing, using, disclosing or otherwise processing any Personal Data in contravention of this Clause 12 or Data Protection Laws (or has done so), the Supplier shall without undue delay give the Customer notice of the full details of the contravention.

7. Return Or Destruction of Personal Data

1. On termination or expiry of this Agreement (or at any other time on request by the Customer), the Supplier shall:
 1. not use, copy, disclose or otherwise process any Personal Data and promptly return to the Customer; or
 2. if requested by the Customer, securely destroy all copies of the Personal Data received and/or processed by it under this Agreement unless European Union or Member State law requires storage of the Personal Data.

8. Transfers of Personal Data

1. The Supplier shall not transfer or process Personal Data outside of the European Economic Area ("EEA") without the prior written consent of the Customer and at all times will ensure that any permitted transfer complies with Data Protection Laws .

13. FORCE MAJEURE

1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 Business Days, the party not affected may terminate the Contract by giving five Business Days' written notice to the affected party.

14. ASSIGNMENT AND OTHER DEALINGS

1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

15. ENTIRE AGREEMENT

1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. constitute the complete and exclusive statement of agreement and understanding

between the Supplier and the Customer, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter hereof.

2. The Customer acknowledges and agrees that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement.
3. Nothing in this Agreement shall exclude or limit the Supplier's liability for fraudulent misrepresentations or shall exclude (but this Agreement does limit) the Supplier's liability for any fundamental misrepresentation (including any misrepresentation as to a matter fundamental to his ability to perform its obligations under this Agreement, on the part of the Supplier).
4. Without prejudice to the provisions of this Clause, the only remedy available to the Supplier for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

16. VARIATION

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

17. WAIVER

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 breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
 1. waive that or any other right or remedy; or
 2. prevent or restrict the further exercise of that or any other right or remedy.

18. SEVERANCE

If any provision or part-provision of the Contract 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 the Contract.

19. NOTICES

1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the addresses referred to in the Order Form if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. THIRD PARTIES

No one other than a party to the Contract shall have any right to enforce any of its terms.

21. DISPUTE RESOLUTION

1. If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("Dispute"), then in the first instance such matter shall be referred to a member of the Board of Directors or other governing body of the Customer (or such other senior representative of the Customer as the Customer may nominate in writing) and the Managing Director of the Supplier (or such other senior representative of the Supplier as the Supplier may nominate in writing) in accordance with the procedure set out in this clause 21.
2. Either party shall notify the other in writing that they consider there to be a Dispute, setting out its nature and full particulars ("Dispute Notice"), together with any relevant supporting documents. The individuals referred to in clause 21.1 shall meet within five Business Days of receipt of the Dispute Notice and shall attempt in good faith to resolve the Dispute.
3. If the Parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless

otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) days after the date of the ADR notice.

4. Neither party shall take legal proceedings against the other party until fourteen (14) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.).
5. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 22 which clause shall apply at all times.

22. GOVERNING LAW AND JURISDICTION

1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Northern Ireland.
2. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.