

SCRAYE PARTNER AGENCY

TERMS OF BUSINESS

1. INTRODUCTION

- 1.1. This Agreement is made between **Scraye Technologies Limited** a company incorporated and registered in England and Wales with company number 12424477 whose registered office is at 3a Great Titchfield Street, London, UK, W1W 8AX ("**Scraye**", "**we**", "**us**"); and you ("**Partner Agency**", "**you**", "**your**").
- 1.2. These terms are applicable only to estate agents acting in their course of their business with whom Scraye has confirmed in writing it will provide services to. In no event will any individual user(s) of the Scraye platform (including any prospective tenant or landlord) be a party to this Agreement.
- 1.3. Scraye provides services that streamline the process for leasing properties through the use of our online platform. We provide our Services to partner agencies in order to assist and facilitate the seamless rental of properties.

2. INTERPRETATION

2.1. Definitions:

Agreement: means the agreement between you and Scraye governed by the terms of these Terms of Business;

Commencement Date: as defined in clause 3.1;

Deal Closing Services: means the services set out in clause 4.4;

Data Protection Legislation: means the Data Protection Act 2018 (UK) and the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), each as amended or updated from time to time;

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control including but not limited to acts of God, flood or other natural disaster, epidemic or pandemic (including any disruption beyond the reasonable control of a party resulting from the impact of COVID-19), terrorist attack, war, nuclear, chemical or biological contamination, any law or action taken by a government or public authority (including import and export restrictions), collapse of buildings, fire or explosions, any non-performance by any third party supplier or any interruption or failure of utility services;

Introduction Commission: means the one off introduction commission as set out in clause 5.1;

Listing Services: means the services set out in clause 4.4;

Partner Agency Information: means any information, pictures, images, floorplans, descriptions or content provided by you to us in connection with any of the Services;

Partner Agency Marks: means any trade marks or branding of Partner Agency provided by you to us for use by us in connection with provision of any of the Services;

Payment Service: means the services set out in clause 4.6.2(f);

Scraye Platform: means the Scraye property listing platform in any form and accessed on any medium, including the website hosted at www.scraye.com;

Services: means any or all of the Listing Services, Tenant Introduction or Deal Closing Services provided to or used by the Partner Agency;

Services Fee: means the fees set out in clause 5.2 payable by the Partner Agency where one or both of the following apply (i) the Listing Services lead to a successful introduction of a tenant via the Scraye platform; and/or (ii) any or all of the Deal Closing Services are provided in relation to a tenancy agreement.

Tenant Introduction: means the services set out in clause 4.4.

3. BASIS OF CONTRACT

- 3.1. This Agreement shall commence on the date you first use or receive a Service (“**Commencement Date**”). Your use or receipt of a Service shall be deemed as your agreement to be bound by and comply with the terms of this Agreement to the exclusion of all other terms, including but not limited to any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.2. Any descriptive matter or advertising issued by Scraye, and any descriptions or images contained in on the Scraye website, are issued or published for the sole purpose of giving an approximate description of the Services. They shall not form part of the Agreement or have any contractual force.

4. SERVICES

- 4.1. Scraye shall provide the Services using reasonable care and skill.
- 4.2. Partner Agency may use or receive one or more of the Services on the terms of this Agreement. For the avoidance of doubt, until such time as Partner Agency actually does use the same, Partner Agency shall be under no obligation to actually use or receive any or all of the Services provided hereunder.
- 4.3. All Services are provided on a non-exclusive basis.

4.4. Tenancy Introduction

- 4.4.1. Partner Agency may introduce potential tenants to Scraye in respect of any third party property listed on the Scraye Platform.
- 4.4.2. If you introduce a tenant to Scraye in respect of any property listed on the Scraye Platform, in accordance with clause 4.4.3, and the tenant enters into a tenancy agreement via the Scraye Platform for a third party property listed on the Scraye Platform, Scraye shall pay to the Partner Agency the Introduction Commission in accordance with clause 5.1.
- 4.4.3. A tenant will be considered introduced by you only if:
 - (a) you communicate to Scraye in writing that you are introducing the tenant prior to the tenant entering into a tenancy agreement via the Scraye Platform;
 - (b) the tenant is not already registered and/or in communications with Scraye; and

- (c) the tenant has not already been introduced to Scraye, that is notified in writing to Scraye as a prospective tenant, by any other third party.

4.4.4. No Introduction Commission shall be payable by Scraye:

- (a) unless a tenancy agreement is fully executed by the relevant parties;
- (b) if the relevant tenancy agreement is terminated prior to the tenant commencing occupation of the property;
- (c) if the relevant tenancy agreement is not entered into on the Scraye Platform; and/or
- (d) in respect of properties listed by you (or any affiliates) on the Scraye Platform (including any property listed as part of the Listing Services).

4.5. Listing Services

4.5.1. The Listing Services allow you to list properties available for letting on the Scraye Platform.

4.5.2. Scraye may from time to time offer incentives for Partner Agency to list properties on the Scraye Platform. Relevant details of any such incentives shall be available on the Scraye Platform and/or the webpage hosted at scraye.com/agents. Scraye reserves the right to change or withdraw any such incentives at any time. In addition, Scraye reserves the right to revoke any incentives previously offered or agreed in respect of applicable properties in circumstances where:

- (a) Scraye is not provided with access to the property at any times arranged with you; and/or
- (b) at the time Scraye accesses the property, the property is not in fit condition to create media for listing the property (including photographs, videos and/or floorplans), for example due to uncleanliness, clutter, disorder or disrepair.

4.5.3. Partner Agency shall set the listed rental price in respect of properties listed by Partner Agency on the Scraye Platform.

4.5.4. Once your listing is on the Scraye Platform, a tenant may enquire about your listing and book viewings of the property at viewing times through the Scraye Platform to be conducted by you or Scraye (as agreed between us).

4.5.5. In respect of the Listing Services, the Services Fee is a success only fee. If a Partner Agency lists a property via the Scraye Platform and a tenancy agreement is subsequently entered into with a tenant for a property that the tenant found or first viewed on the Scraye Platform, then the Partner Agency shall pay Scraye the Services Fee in accordance with clause 5.2. For the avoidance of doubt, the Services Fee shall:

- (a) be payable to Scraye where the tenant that found or first viewed the property on the Scraye Platform irrespective of:
 - (i) if a tenancy agreement is entered into offline from the Scraye Platform or through the use of the Deal Closing Services; and
 - (ii) you are using the Deal Closing Services; and

- (b) not be payable to Scraye where the tenant was introduced by you in respect of the relevant property.
- 4.5.6. You shall promptly notify Scraye once a tenancy agreement has been entered into for a property listed on the Scraye Platform, including specifying whether the tenant found or viewed the property on the Scraye Platform.
- 4.5.7. The Partner Agency shall provide Scraye with all information relevant to any listing to enable Scraye to advertise the listing on the Scraye Platform and to ensure compliance with all legal obligations. Unless agreed otherwise in writing, such information shall include but shall not be limited to the address of the property, description of the property such as number of bedrooms and bathrooms and rental price to be set by the Partner Agency. The Partner Agency takes complete responsibility for the content of any and all advertising on the Scraye Platform.
- 4.5.8. If requested by Partner Agency, Scraye shall include the Partner Agency Marks on the listing for the relevant properties on the Scraye Platform.
- 4.5.9. If you require Scraye to provide photographs or videos of your property for a listing on the Scraye Platform, Scraye may agree to provide the photographs or videos (and if Scraye wishes to charge you for this service, Scraye shall notify you in advance of the costs and such costs shall be subject to your approval). You shall provide Scraye with timely access to the property as and when required by Scraye to take images or videos required for the listing. Scraye will use reasonable endeavours to provide the photographs or videos to you within 48 hours of Scraye accessing the property, but you acknowledge that such timeframe is not guaranteed. Scraye shall retain all intellectual property rights in any photographs or videos taken by Scraye.
- 4.5.10. You agree to indemnify Scraye against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect loss, and all other reasonable professional costs) suffered or incurred as a result of or in connection with Scraye's use of the and the Partner Agency Marks and/or Partner Agency Information including from a third party claim that your listing or any information within your listing provided by you to us is incorrect, incomplete, misleading, fraudulent, in breach of any third parties intellectual property rights or in breach of any other applicable law.

4.6. Deal Closing Services

- 4.6.1. The Deal Closing Services allow you to utilise the Scraye Platform and our services to complete the closing of tenancy agreements online.
- 4.6.2. The Deal Closing Services may be used in respect of properties whether or not they are listed by Partner Agency via the Scraye Platform and may include, at your option, any one or more of the following services:
 - (a) referencing procedures for all tenants above the age of 18, comprising:
 - (i) verification of ID including the provision of personal details, a photo of approved identification and cross-check against relevant databases and undertaking right to rent checks;
 - (ii) check of previous names, addresses and aliases;

- (iii) credit check, including adverse history, bankruptcies and CCJs; and
 - (iv) Employment, income and affordability verification through confirmation with the tenant's primary bank and/or payslips.
- (b) the use of Scraye's standard tenancy agreement unless you specify otherwise and provide alternative contractual documentation;
- (c) provision via the Scraye Platform of pre-tenancy information to the tenant to meet legal requirement, it being acknowledged that it shall be the responsibility of the Partner Agency to upload the relevant documents and information to the Scraye Platform, either directly via the Scraye Platform or any other method Scraye makes available to you, to meet all relevant legal requirements
- (d) the management and completion of a tenancy agreement from negotiation to execution in a digital environment on the Scraye Platform;
- (e) provision to the tenant of the information required under section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797) (and any subsequent variation, amendment or replacement of the same), it being acknowledged that it shall be the responsibility of the Partner Agency to upload the relevant documents and information to the Scraye Platform, either directly via the Scraye Platform or any other method Scraye makes available to you, to meet all relevant legal requirements.
- (f) receipt and transfer of the monthly rental payments from tenants ("**Payment Service**") to include:
- (i) monthly receipt of rental payments from the tenant on your behalf; and
 - (ii) the transfer of monthly rental payments received by a tenant to you, less deduction of the Services Fees due to Scraye for provision of the Deal Closing Services and/or the Listing Services as applicable as provided in clause 5;
 - (iii) provided that Scraye shall in no event be responsible for taking or required to undertake any enforcement action in respect of non-payment of rent or serve any legal notices on tenants on your behalf;
- (g) such other administrative services relating to the completion of tenancy agreements as may be agreed in writing between the parties from time to time.

4.6.3. Scraye will take reasonable care in completing its identity verification and suitability assessment process but Scraye makes no guarantee that any information provided by the prospective tenant is in fact correct or that the tenant will be a suitable tenant during the term of their tenancy.

4.6.4. In respect of use of tenancy agreements:

- (a) you acknowledge and agree that Scraye's standard tenancy agreement has not been adapted for any particular property and Scraye shall take no responsibility for adapting the tenancy agreement to any particular property, including to take account of any obligations and/or restrictions set out in any relevant head lease;
- (b) In respect of the use of any form of tenancy agreement other than Scraye's standard tenancy agreement (including where you request any amendments to such standard tenancy agreement) you agree that:
 - (i) it shall be your responsibility to ensure the document shall create an assured shorthold tenancy and be in compliance with the Tenant Fees Act 2019 (and any subsequent variation, amendment or replacement of the same) and any other relevant legislation; and
 - (ii) the use shall be entirely at your risk and it is your responsibility to ensure such tenancy agreement meets all legal requirements.
- (c) You agree to indemnify Scraye against any costs or losses Scraye may suffer as a result of either:
 - (i) your decision to use of any form of tenancy agreement other than Scraye's standard tenancy agreement; and/or
 - (ii) your acts or omissions in the adaptation of Scraye's form of tenancy for any particular property.

4.6.5. In no circumstances shall Scraye be responsible as part of the Deal Closing Services for registration of tenant deposits on behalf of the landlord, which obligation shall remain the exclusive responsibility, as between Scraye and the Partner Agency, of the Partner Agency.

4.6.6. You further agree to indemnify Scraye against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect loss, and all other reasonable professional costs) suffered or incurred as a result of or in connection with the operation of the Deal Closing Services save where such liabilities, costs, expenses, damages and losses are suffered or incurred as a result of Scraye's own negligence or other breach of duty.

4.6.7. In consideration for the Deal Closing Services, you agree to pay the Services Fee as set out in clause 5.2 in respect of each and every tenancy agreement for which you use any or all of the Deal Closing Services.

4.7. Partner Agency agrees and acknowledges that certain elements of the Services may be subject to separate or additional terms and conditions which Scraye may notify Partner Agency of from time to time and upon such notice, such terms shall be deemed incorporated into the terms of this Agreement.

4.8. Non-solicitation

4.8.1. Scraye agrees that it shall not induce or encourage any landlord client of Partner Agency that became known to Scraye pursuant to provision of the Services hereunder ("**Restricted Landlord**") to terminate or breach its contractual or other business relationship with Partner Agency.

- 4.8.2. Notwithstanding the foregoing, nothing in this clause 4.8, restricts Scraye from general advertising or marketing campaigns and/or from engaging in business with any Restricted Landlord in the normal course of business if approached independently by such Restricted Landlord.

5. PRICE AND PAYMENT

5.1. Introduction Commission

5.1.1. In consideration of each Tenant Introduction, Scraye will pay to you an Introduction Commission comprising a one off fee of 3% (excluding VAT) (subject to amendment in accordance with clause 5.5) of the gross monthly rental price of the relevant tenancy agreement calculated for the initial term of the tenancy agreement or a period of 12 months, whichever is shorter.

5.1.2. The Introduction Commission shall be payable by Scraye within 30 days of the date a tenancy agreement entered into via the Scraye Platform by an introduced tenant is signed by all parties.

5.2. Services Fee

5.2.1. If in relation to any tenancy agreement the Listing Services and/or a Deal Closing Services are provided, Partner Agency shall pay to Scraye the Services Fee set out in clause 5.2.2. For the avoidance of doubt, only one Services Fee will be payable in respect of each relevant tenancy Agreement irrespective of whether only one of or both of the Listing Services and Deal Closing Services have been provided in respect of that tenancy agreement.

5.2.2. In consideration of the Listing Services and/or the Deal Closing Services (as applicable), Partner Agency shall pay to Scraye an amount equal to 0.95% (excluding VAT) (subject to amendment in accordance with clause 5.5) of the gross monthly rent for the duration of the relevant tenancy agreement (including any extensions or renewals).

5.2.3. If you use our Payment Service, we will automatically deduct the Services Fee from the monthly rental payments we receive from the tenant before we pay you the monthly rental payments.

5.2.4. If you do not use our Deal Closing Services or do not use the Payment Service as part of our Deal Closing Services, we shall invoice you for the Services Fee calculated for the initial term of the tenancy agreement within 30 days of the date the tenancy agreement is entered into. You agree to pay the Services Fee to us within 30 days of the date on each invoice.

5.2.5. You shall promptly notify Scraye if a tenancy agreement under which the Services Fee is payable is renewed, extended or terminated. Should the tenancy agreement be renewed or extended the Services Fee shall remain due and payable to Scraye until the end of the renewal or extension term.

5.3. All fees exclude value added tax (**VAT**), which you shall additionally be liable to pay to Scraye at the prevailing rate, subject to the receipt of a valid VAT invoice.

5.4. If you fail to make a payment due to Scraye under this Agreement by the due date, then without limiting Scraye's remedies under clause 9 (Termination), Scraye may charge interest on the overdue amount of 4% per year above the Bank of England's base rate from the due date until payment of the overdue sum. Interest will accrue each day.

- 5.5. Scraye reserves the right to change the fees at any time for all future transactions completed under a particular Service and may provide prior written notice to you of such changes and/or update the relevant fee details on the Scraye Platform and/or the webpage hosted at scraye.com/agents. For example, if you receive a fee change notice from Scraye, the Services Fee will remain unchanged for any of your listings currently live on the Scraye Platform. However, the Services Fee payable for any future listings added to the Scraye Platform shall be subject to the amended fee. For the avoidance of doubt, this clause 5.5 shall apply to all Services.

6. PARTNER AGENCY OBLIGATIONS

6.1. You shall:

- 6.1.1. ensure that all Partner Agency Information provided to Scraye is accurate, up to date and not misleading in anyway;
- 6.1.2. provide Scraye, its employees, agents, consultants and subcontractors, with access to the Partner Agency properties as reasonably required in order to provide the Services to you;
- 6.1.3. obtain and maintain all necessary licences, permissions and consents which may be required before the Services start.

6.2. You warrant to Scraye that:

- 6.2.1. you have authorisation from the landlord of a property to list their property if you are using the Listing Services;
- 6.2.2. you have authorisation from the tenant to contact us if you are making a Tenant Introduction;
- 6.2.3. without limiting clauses 6.2.1 or 6.2.2, you have authority from the landlord or tenant (as applicable) to use, receive or benefit from our Services as such services relate to the landlord or tenant;
- 6.2.4. you have all required consents, rights, licences and/or authority to provide Scraye with the Partner Agency Marks and the Partner Agency Information and that Scraye's use of the Partner Agency Marks and the Partner Agency Information in accordance with the term of this Agreement shall not infringe any third parties rights howsoever arising.

6.3. Partner Agency acknowledges and agrees that in respect of the Listing Services and the Deal Closing Services Scraye is acting in the capacity of a service provider to Partner Agency and Partner Agency shall remain responsible for compliance with all legal obligations with respect to the landlord and tenant in any relevant tenancy arrangement, including being solely responsible for;

- 6.3.1. compliance with all applicable laws relating to residential letting agents (in force from time to time) and all relevant consumer rights laws and regulations;
- 6.3.2. any arrangements entered into between the Partner Agent and any prospective tenant, tenant or landlord (including any arrangements administered through the Scraye Platform under the Deal Closing Services) and Scraye shall not be a party to such contracts and, to the extent permissible by law, Scraye will not owe any duty (whether statutory or otherwise) and shall have no direct liability to such third parties;

- 6.3.3. the management of any and all complaints received by either party from a tenant or a landlord in regards to any tenancy agreement entered into through the use of the Listing Services and the Deal Closing Services. Scraye shall notify you if it received any such complaint.

7. INTELLECTUAL PROPERTY

- 7.1. Partner Agency hereby grants to Scraye a non-exclusive, non-sub-licensable, royalty free licence to use the Partner Agency Marks and the Partner Agency Information to the extent necessary for the performance by Scraye of this Agreement and the provision of the Services to you. For the avoidance of doubt such licence shall include the right for Scraye, subject to the terms hereof, to use the Partner Agency Marks and the Partner Agency Information in listings of the relevant properties on the Scraye Platform pursuant to the Listing Services, including in consumer marketing materials for such purposes.
- 7.2. You shall indemnify Scraye against all liabilities, costs, expenses, damages and losses (including any direct or indirect losses, loss of reputation and all interest, penalties and reasonable legal costs) suffered or incurred by Scraye arising out of or in connection with any claim brought against Scraye, its agents, subcontractors or consultants for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Partner Agency Marks or your breach of clause 6.2.4.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in the Agreement limits either parties liability for:
 - 8.1.1. death or personal injury caused by negligence;
 - 8.1.2. fraud or fraudulent misrepresentation.
- 8.2. Subject to clause 8.1, Scraye's total liability to the Partner Agency shall not exceed the greater of:
 - 8.2.1. the total fees actually paid by Partner Agency to Scraye hereunder in the 12-month period prior to which the liability arose; and
 - 8.2.2. £1,000.
- 8.3. Subject to clause 8.1, in no event shall Scraye be liable under this Agreement for any tortious loss (including negligence and negligent misstatement) or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not Scraye is advised of the possibility of loss, liability, damage or expense):
 - 8.3.1. loss of profits;
 - 8.3.2. loss of sales or business;
 - 8.3.3. loss of agreements or contracts;
 - 8.3.4. loss of anticipated savings;
 - 8.3.5. loss of use or corruption of software, data or information;
 - 8.3.6. loss of or damage to goodwill; and
 - 8.3.7. indirect or consequential loss or damage.

- 8.4. Scraye shall not be liable to you or responsible for a delay or failure to provide the Services to the extent such delay or failure is a result of:
- 8.4.1. events or circumstances outside Scraye's reasonable control, including as set out in clause 12; or
 - 8.4.2. your failure to provide Scraye with the information, co-operation or access required by Scraye in order to fulfil the Services.
- 8.5. This clause 8 shall survive termination of the Agreement.

9. TERMINATION

- 9.1. Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other if the other party commits a material breach of any term of the Agreement 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;
- 9.2. Without limiting its other rights or remedies, Scraye may terminate the Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under the Agreement on the due date for payment.

10. CONSEQUENCES OF TERMINATION

- 10.1. On termination of this Agreement for any reason, the Partner Agency shall immediately pay to Scraye all of Scraye's outstanding unpaid invoices and, in respect of tenancy agreements entered into prior to termination in respect of which Services Fees are payable, such fees shall continue to be payable for the duration of the relevant tenancy agreement (including any extensions or renewals) notwithstanding termination of this Agreement.
- 10.2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 10.3. Any provision of the Agreement that expressly or by implication is intended to survive termination shall remain in full force and effect.

11. DATA PROTECTION

- 11.1. Each party warrants to the other that it is and will continue to comply with any and all obligations under any applicable Data Protection Legislation and any other relevant data protection laws, legislation and regulation. For the purposes of this clause, "data controller", "personal data" and "processes" shall have the meanings given under Data Protection Legislation.
- 11.2. The parties agree that for the purpose of this Agreement, each party is a separate data controller in respect of any personal data processed under the terms of this arrangement.
- 11.3. To the extent either party provides any personal data to the other under this arrangement, the party providing the data warrants that:
- 11.3.1. it has provided all the relevant fair processing information to the data subjects about how their personal data will be processed as part of this Agreement, which includes, without limitation, providing the relevant data subject with information on what personal data is being shared with the other party, the purposes for the data sharing, the other party's identity and providing such data subjects with access to a

copy of the other party's privacy policy (as provided to that party by the other party);

11.3.2. it has obtained the express consent from the data subjects, in compliance with Data Protection Legislation, to provide such data to the other party; and

11.3.3. it has, at all times, a lawful ground to process the personal data and a lawful ground to share it with the other party.

11.4. If any Services require Scraye to process personal data on behalf of the Partner Agency, the parties shall promptly negotiate in good faith and enter into a data processing agreement which shall include the required Article 28 processing provisions in the GDPR and any other legal requirements under the Data Protection Legislation.

12. FORCE MAJEURE

12.1. Excluding Partner Agency's obligation to pay any fees that are due, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13. ASSIGNMENT AND OTHER DEALINGS

13.1. Scraye may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.

13.2. The Partner Agency may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Scraye.

14. ENTIRE AGREEMENT

14.1. This Agreement 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.

14.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

15. NO PARTNERSHIP OR AGENCY

15.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16. DISPUTES

16.1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this clause:

16.1.1. either party may notify the other party in writing of a Dispute and the parties shall attempt to resolve the Dispute in good faith;

- 16.1.2. if the parties are unable to resolve the Dispute within 14 days of receipt of notification of the Dispute, either party may escalate the complaint to the CEO of each party; and
- 16.1.3. if the parties are unable to resolve the Dispute within 14 days of escalation to the CEO's, or either party fails to participate or to continue to participate in the process set out in this clause, the Dispute shall be finally resolved by the courts in accordance with clause 23.1.

17. VARIATION

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

18. WAIVER

- 18.1. No failure or delay by a party to exercise any right or remedy provided under the 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.

19. SEVERANCE

- 19.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause 19 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. NOTICES

- 20.1. Any notice given to a party under or in connection with the Agreement shall be in writing.

21. THIRD PARTY RIGHTS

- 21.1. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 21.2. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

22. GOVERNING LAW

- 22.1. The Agreement, 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 England and Wales.

23. JURISDICTION

- 23.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.