

THIS AGREEMENT ("Agreement") IS MADE ON THE EFFECTIVE DATE BETWEEN:

ELEMENTS TECHNOLOGY PLATFORMS LIMITED COMPANY NUMBER 11134137
WHOSE REGISTERED OFFICE IS AT SHEFFIELD TECHNOLOGY PARKS, COOPER
BUILDINGS ARUNDEL ST, SHEFFIELD S1 2NS ("**us**" or "**we**"); and

YOU, the customer, whose details are set out in the Order ("**you**" or "**yours**").

BACKGROUND

We wish to enter into this Agreement with you to permit you to use the Software Service (defined below) and in order to access such Software Service, we wish to supply you with certain Hardware (defined below) all as set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

1.1 In this Agreement the following definitions have the following meanings:

"**Admin User**" means a user who is authorised by you to access all parts of the Software Service;

"**Documentation**" means the documents made available to you on our tutorial portal or otherwise at www.elementstechnology.co.uk or www.elementstechnology.co.uk/documentation;

"**Effective Date**" means the date that we accept your Order on our website;

"Fees" means the Starter Kit Fee, Subscription Fee and Hardware Fee;

"Hardware" means the mobile devices, tablets, ID cards, accessories or other hardware devices as set out in your Order (whether supplied as part of a Starter Kit or not) and/or as supplied by us from time to time;

"Hardware Fee" means the fees payable for the Hardware as set out in the Order Form;

"Information" means any and all documentation, materials, software, code and information whether commercial, financial, technical, operational or otherwise relating to the business affairs, customers, pricing, transactions, software, supplies or methods of one party and disclosed to or otherwise obtained by the other party in connection with this Agreement;

"Intellectual Property Rights" means rights in information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) whether published or unpublished including without limitation all data, formulae, specifications, procedures, tests, techniques as well as patents, rights to inventions, trademarks, service marks, domain names, registered designs, copyrights, database rights, design rights, rights in Information (including trade secrets) and any other intellectual property rights, whether registered or not and including without limitation applications (and rights to apply) and all renewals and extensions of such rights for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

"Normal Business Hours" means 8:00am to 8:00pm, GMT on any Working Day;

"Order" means the order placed by you and accepted by us on our Website;

"Our Data" means any and all data created by the Software Service that is not Your Data;

"Service Levels" means the service levels set out in the Order as may be updated from time to time by us;

"Software Service" means the service provided by us under this Agreement using Elements software platform which consists of the "Docket", mobile application and "Dashboard", web application and any other software applications, upgrades that we may offer from time to time;

"Standard User" means a user who is authorised by you to access limited parts of the Software Service only, and does not have the ability to assign additional users or perform any other function that could incur additional charges ;

"Starter Kit" means the provision of a starter kit as detailed in your Order which we provide to you in order for you to trial the Software Service for 8 (eight) Users in total for a period of 1 (one) month;

"Starter Kit Fee" means the fee payable for the Starter Kit as set out in your Order;

"Subscription Effective Date" means the date from which your Subscription Fee becomes due and payable;

"Subscription Fee" means the monthly licence fee per User as set out in your Order which entitles Users to access and use the Software Service in accordance with this Agreement;

"Support Services" means our standard support services in relation to the Software Service as set out at www.elementstechnology.co.uk or www.elementstechnology.co.uk/documentation.

"Term" means the term of this Agreement as set out in your Order;

"Third Party Software" means the third party software used by us to provide the Software Service;

"Users" means Standard Users and Admin Users (as applicable);

"Virus" means 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;

"Working Day" means any day falling on or between Monday and Friday, excluding all public and bank holidays in England and Wales;

"Your Data" means any and all data, information and content which is inputted by the Users using the Software Service.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 The words "including", include, included and includes will be construed without limitation (unless inconsistent with the context and reference to the whole includes reference to part).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa and any reference to one gender shall include all genders.

2. Licence to use Starter Kit

- 2.1 In consideration of the Starter Kit Fee, we hereby grant to you from the Effective Date a limited non-exclusive, non-transferable, non sub-licensable, royalty free licence to permit the applicable Users to access the Software Service (and the Documentation) using the Starter Kit for 1 month for your internal business operations only and in accordance with the terms of this Agreement. The terms of clauses 3 and 4 apply to the licence granted under this clause 2.1.

3. Licence to use Software Service

- 3.1 In consideration of the Subscription Fee we hereby grant to you from the Subscription Effective Date a limited non-exclusive, non-transferable, non sub-licensable, royalty free licence to permit the Users to access and use the Software Service (and the Documentation) using the Hardware during the Term solely for your internal business operations in accordance with the terms of this Agreement.
- 3.2 The Software Service includes Third Party Software that is separately licensed. The links to the licence terms for your use of such Third Party Software Service are provided *can be found here www.elementstechnology.co.uk/documentation*. It is your responsibility to comply with such terms when using the Software Service.
- 3.3 We shall use our reasonable endeavours to make the Software Service available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 8pm to 8am UK time;
 - (b) emergency maintenance. In any such emergency we will email your Admin User and put status information on our company social media pages (at least of Twitter and LinkedIn) OR use reasonable endeavours to give you at least 3 hour's notice in advance.
- 3.4 We shall be entitled at any time to improve or update the Software Service in case of: (i) improvements or updates necessary to fix defects, bugs, malfunctioning of the Software Service; and/or (ii) to cure security vulnerabilities of the Software Service; and/or (iii) the application of any new laws, regulations, acts or orders of the authorities.

3.5 We agree to use reasonable skill and care in the provision of the Software Service and shall use reasonable endeavours to comply with the Service Levels.

3.6 We shall not be liable for any failure to provide the Software Service in accordance with this Agreement to the extent that such failure is caused directly or indirectly by you or contrary to our instructions. If the Software Service does not conform with undertaking at clause 3.5, we will, at our expense, use reasonable commercial endeavours to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of clause 3.5.

3.7 Notwithstanding the warranty at clause 3.5:

(a) we do not warrant that your use of the Software Service will be uninterrupted or error-free; or that the Software Service, Documentation and/or the information obtained by you through the Software Service will meet your requirements;

(b) are 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 you acknowledge that the Software Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4. **Restrictions on your licence to use the Software Service**

4.1 In relation to Users you undertake that:

(a) you shall pay the Subscription Fee in respect of the total number of Users that you authorise to access and use the Software Service from time to time; and

(b) at any one time the minimum amount of Users shall be 1 (one)

4.2 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between us you shall not nor permit others to, and shall ensure that your Users shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software Service in any form or media or by any means;
- (b) rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software Service, on a temporary or permanent basis;
- (c) translate, reverse engineer, decompile, disassemble, unbundle, modify or create derivative works based on the Software Service, except as expressly permitted by law;
- (d) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions in the Software Service (or Documentation); or
- (e) access all or any part of Software Service in order to build a product or service which competes with Software Service.

4.3 You undertake to prevent any unauthorised access to, or use of, the Software Service, Hardware and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.

4.4 You shall not, and shall procure that your Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software Service that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property.

4.5 The integrity of the Software Service is protected by technical protection measures so that the Intellectual Property rights in the Software Service are not misappropriated. You must not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in its possession for private or commercial purposes, any means whose sole purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

4.6 All rights that are not expressly or specifically granted to you in this Agreement are reserved to us.

5. **Hardware**

5.1 We shall pre install the Software Service on the Hardware prior to delivering it to you. We shall not be responsible if you install any other software on the Hardware and this has an impact on the Hardware itself or your ability to access the Software Service.

5.2 We agreed to assign to you the benefit of any manufacturer's warranty in relation to the Hardware but shall have no other liability in respect of the Hardware.

5.3 Subject to clause 5.4, you may, from time to time during this Agreement, purchase additional Hardware.

5.4 If you wish to purchase additional Hardware, you should notify us in writing, and any Hardware shall be supplied on the basis of and shall incorporate the terms as set out in this Agreement. We shall evaluate such request and respond to you with approval or rejection of the request.

5.5 You shall pay to us the relevant fees for such Hardware on the date of purchase.

6. **Support Services**

6.1 We shall provide the Support Services to you during Normal Business Hours using reasonable skill and care. The Support Services will be provided at no additional cost to you except as set out in clause 6.2 below.

6.2 Any Support Services provided as a result of:

- (a) the installation of any unauthorised third party software or applications;
- (b) the modification or repair of the Hardware or Software Service by you or by a third party without our prior written consent; or
- (c) incorrect operation or use of the Software Service and/or Hardware (including any failure to follow the Documentation), your negligent act or omission,

shall if we agree to provide such services be chargeable at the rate of £50 per hour or part thereof plus VAT. You agree to pay such fees in accordance with this Agreement.

7. **User Data**

7.1 You shall own all right, title and interest in and to all of Your Data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

7.2 We shall in providing the Software Service and the Support Services, comply with our Data Protection Policy available at www.elementstechnology.co.uk/documentation or such other website address as may be notified to you from time to time, as such document may be amended from time to time in our sole discretion.

7.3 In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of Your Data maintained by us. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any

third party (except those third parties sub-contracted by us to perform services related to Your Data provision, maintenance and back-up).

8. Data Protection

- 8.1 For the purposes of this clause all defined terms have the meaning as set out in the Data Protection Act 2018.
- 8.2 If we process any Personal Data on your behalf when performing our obligations under this Agreement, we record our intention for the purposes of the Data Protection Act 2018 that you shall be the Data Controller and we shall be a Data Processor.
- 8.3 We shall process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Software Service, Support Services and Hardware, and in accordance with your instructions from time to time and shall not process the Personal Data for any other purpose.
- 8.4 You shall comply with your responsibilities as Data Controller in respect of the Personal Data at all times in accordance with the Data Protection Act 2018 (including, without limitation, any consents and permissions that you are required to obtain from the Data Subject).
- 8.5 You shall ensure that you are entitled to transfer the relevant Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with this Agreement.
- 8.6 We shall comply with our responsibilities as Data Processor in accordance with the Data Protection Act 2018.
- 8.7 We shall not transfer the Personal Data outside the European Economic Area without your prior written consent.
- 8.8 We shall ensure that access to the Personal Data is limited to those employees, sub-contractors or agents who need access to the Personal Data to meet our obligations under this Agreement.

8.9 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing or the personal data or its accidental loss destruction or damage.

9. Intellectual property rights

9.1 You acknowledge that all Intellectual Property Rights in the Software Service or arising from the Software Service and/or any other services provided under or in connection with this Agreement shall be and shall remain at all times our exclusive property or relevant third party. You have no right, title or interest in or to the Software Service other than the right to use the Software Service in accordance with the terms of this Agreement.

9.2 You acknowledge that any developments, modifications, or improvements made by us to the Software Service shall be owned by us, including any Intellectual Property Rights embodied therein which are solely generated by us.

10. Confidentiality

10.1 You shall keep strictly confidential all our Information which has been designated by us as confidential whether orally or in writing and including without limitation the Software Service itself ("**Confidential Information**").

10.2 You shall:

- (a) only use Confidential Information for the purpose of exercising your rights and obtaining the benefit of this Agreement;
- (b) only provide the Confidential Information to your employees on a strict need-to-know basis, and ensure your employees and agents are bound by written obligations of confidentiality no less restrictive than those contained in this Licence;
- (c) treat the Confidential Information with the same care as you treat your own proprietary information, but in any event no less than a reasonable standard of care;

- (d) not disclose the Confidential Information to any third party;
and
- (e) immediately inform us in the event of unauthorised use or disclosure and use your best endeavours to minimise the effects of such unauthorised use or disclosure;

10.3 Confidential Information does not include information that:

- (a) is or becomes publicly available other than by breach of confidentiality, directly or indirectly, by you;
- (b) is communicated to you without any obligation of confidence by a third party who is not itself under any obligation of confidentiality;
- (c) is already in your possession, as evidenced by contemporaneous written records; or
- (d) is required to be disclosed by applicable law, regulatory authority, or court order, provided that you immediately inform us of such requirement so that we can seek protective measures.

10.4 All Confidential Information disclosed under this Agreement remains our property.

11. Fees and Payment

11.1 You shall pay the Fees to us in accordance with this clause 11.

11.2 All amounts and fees stated in this Agreement:

- (a) are exclusive of Value Added Tax and any other applicable taxes, duties and assessments which shall be payable by you in the manner prescribed by law;
- (b) shall, unless otherwise agreed between the parties, be payable in pounds sterling; and
- (c) are non-cancellable and non-refundable.

11.3 You shall on the Effective Date unless otherwise agreed by us, provide to us valid, up-to-date and complete direct debit and/or debit or credit card details and any other relevant valid, up-to-date and complete contact and billing details as we may require and, you hereby authorise us to set up such direct debit and/or charge such debit or credit card for the Fees monthly in arrears depending on your number of User Subscriptions.

11.4 If we agree that clause 11.3 shall not apply to you, we shall provide an invoice to you and you shall pay the Fees within 30 days of invoice and amounts payable shall be paid into the following bank account by BACS electronic funds transfer unless otherwise notified by us:

Bank: Santander UK plc;

Account holder name: Elements Technology Platforms Ltd;

Sort code: 09-01-29;

Account Number: 33472719

11.5 If you fail to make any payment due to us by the due date for payment then, without prejudice to our other rights and remedies, we may:

(a) charge you interest on the overdue amount at four percent (4%) above the official interest rate of the Bank of England. Such interest shall accrue on a daily basis from the due date of payment until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest immediately on demand by us; and/or

(b) without liability to you, suspend access to all or part of the Software Service and/or Support Services provided under on in connection with this Agreement (or any part of them) while the amounts remain unpaid.

11.6 We shall have the right to vary the Fees from time to time on no less than three (3) months' written notice to you, provided that if you do

not accept the changes to the Fees you may terminate this Agreement upon at least fourteen (14) days' written notice to us at any time which shall be effective from the end of the following calendar month.

11.7 The Fees shall be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law you shall pay to us such sum as will, after the deduction or withholding has been made, leave us with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

12. Audit

12.1 We may, at any time during this Agreement, upon reasonable written notice and during your normal business hours, audit your use of the Software Service at your premises, as reasonably necessary to confirm that you are using the Software Service in accordance with the terms and conditions of this Agreement. We may use a third party organisation reasonably acceptable to you to assist us in conducting such an audit. You will cooperate with us in such audit and will promptly make available to us all information and materials reasonably required by us to conduct such an audit.

13. Limitation of Liability

13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you:

- (a) arising under or in connection with this Agreement;
- (b) in respect of any use made by you of the Software Service, the Documentation, the Hardware, the Support Services and/or any other services provided under or in connection with this Agreement or any part of them; and

- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

- (a) you assume sole responsibility for results obtained from your use of the Software Service and the Documentation, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in Your Data and/or any Information, instructions or scripts provided to us by you in connection with the Software Service, or any actions taken by us at the your direction;
- (b) 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; and
- (c) the Software Service, the Hardware and the Documentation are provided to you on an "as is" basis.

13.3 Nothing in this Agreement shall exclude or limit our liability for:

- (a) death or personal injury caused by us (or our employees', agents' or contractors') negligence; and
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability the exclusion or limitation of which is not permitted by English law.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) we shall not be liable whether in tort (including 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 special, indirect or

consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid or payable by you under this Agreement during the 12 months immediately preceding the date on which the claim arose or, if earlier, a sum equivalent to 12 times the Subscription Fee actually payable on the date the claim arose, whichever is the lesser.

14. Term and Termination

14.1 The Agreement shall, subject to clause 14.2, commence on the Effective Date for the Term and shall continue thereafter, unless and until terminated by one (1) party giving to the other one (1) month's written notice, such notice to expire on or following expiry of the Term.

14.2 We may terminate the Agreement at any time with immediate effect by giving written notice to you if you:

- (a) commit a breach of this Agreement which is not capable of remedy;
- (b) become insolvent, are made bankrupt, go into liquidation, have an administrator or receiver appointed, or compound with, or make any arrangement with, or make a general assignment for the benefit of, your creditors.

14.3 Upon expiration or termination of this Agreement for any reason and at any time:

- (a) you shall immediately cease to make use of the Software Service; and
- (b) you shall immediately pay any outstanding sums due under this Agreement;

(c) we may destroy or otherwise dispose of any of Your Data in our possession unless we receive, no later than 3 months after the effective date of the termination of this Agreement, a written request for the delivery to you of the then most recent back-up of Your Data. We shall use reasonable commercial endeavours to deliver the back-up to you within 90 days of its receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).

(d) all rights granted to you under this Agreement shall cease.

14.4 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 the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.5 Any terms and conditions forming part of this Agreement which are agreed by the parties to survive termination or which by their nature are to survive termination, shall survive and continue in full force and effect.

15. Anti-Bribery

15.1 You shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- (c) comply with our Ethics, Anti-bribery and Anti-corruption Policies, in each case as we may update them from time to time ("**Relevant Policies**").
- (d) have and shall maintain in place throughout the term of this Agreement your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 15.1 (b), and will enforce them where appropriate;
- (e) promptly report to us any request or demand for any undue financial or other advantage of any kind received by the Reseller in connection with the performance of this Agreement;
- (f) immediately notify us (in writing) if a foreign public official becomes your officer or employee and/or acquires a direct or indirect interest in you (and you warrant that you have no foreign public officials as officers or employees and/or direct or indirect owners at the Effective Date);
- (g) within two months of the date of this Agreement, and annually thereafter, certify to us in writing signed by your authorised officer, compliance with this clause by you and all persons associated with you and all other persons for whom you are responsible under clause 15.1(d). You shall provide such supporting evidence of compliance as we may reasonably request.

15.2 Breach of this clause 15 shall be deemed a material breach, which is irredeemable, under clause 14.2(a).

15.3 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15 a

person associated with you includes but is not limited to any of your subcontractors.

16. Communications between us

16.1 If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Elements Technology Platforms Ltd, Sheffield Technology Parks, Arundel Street, Sheffield, S1 2NS or by email info@elementstechnology.co.uk.

16.2 If we have to contact you or give you notice in writing, we will do so by email to the address you provide or confirm to us.

17. Other important terms

17.1 The following provisions shall survive expiration or termination of this Agreement: clauses 5 to 17.

17.2 You acknowledge that no failure or delay by us in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege.

17.3 You acknowledge that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies we may have, we shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

17.4 No variation of this Agreement shall be valid or effective unless it is in writing and refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

17.5 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 17.6 If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 17.7 You may not assign, charge, transfer or otherwise dispose of this Agreement, or any of your rights or obligations under it, without our prior written consent. This Agreement is fully transferable by us at any time during the duration of this Agreement.
- 17.8 This Agreement represents the entire agreement between the parties and supersedes any prior agreement, understanding or arrangement between you and us. You acknowledge that in entering into the Licence you have not relied on any representation, undertaking or promise given by us, whether express or implied, except as expressly set out in this Agreement. Nothing in this Agreement shall exclude liability for fraud.
- 17.9 This Agreement shall be governed by and construed in accordance with English Law and you submit to the exclusive jurisdiction of the English courts.