



KEYLOOP STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

Affiliate	(as to any Keyloop entity) any other entity that, directly or indirectly, Controls or is Controlled by or is under common Control with such entity.
Applicable Laws	all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal, all codes of practice having force of law, statutory guidance, regulatory policy or guidance and industry codes of practice.
Background IPR	all IPR that belongs, or is licensed, to Keyloop or the Provider prior to the date of the Contract, and all Keyloop Materials.
Business Day	means a day other than a Saturday, Sunday or public holiday, on which banks are open for non-automated commercial business in the territory in which Keyloop is incorporated.
Conditions	these terms and conditions as amended from time to time in accordance with Condition 15.2.
Confidential Information	any information of a confidential or proprietary nature (irrespective of the form of presentation or communication, and whether or not expressly designated confidential, and whether or not in tangible format) relating to the business, finances, operations, products, pricing, services, personnel, suppliers or customers of either party (" Discloser ") or to the terms of the Contract and the performance or otherwise of obligations thereunder, that is disclosed to or learnt by the other party (" Recipient ") during the course of, or in the contemplation of, the performance of the Contract except to the extent that: (a) it is in the public domain at the time that it is disclosed to or learned by the Recipient; (b) it subsequently becomes part of the public domain through no wrongful act of the Recipient; (c) it was in the Recipient's written records prior to the date when the parties commenced discussions with a view to entering into the Contract and was not subject to any existing confidentiality obligations; (d) it is received by the Recipient from a third party who is lawfully authorised to disclose it

without breach of the Contract and/or without breach of any obligation to the Discloser.

Contract	the contract between Keyloop and Provider for the supply of Goods and/or Services consisting of these Conditions, the Purchase Order and any documents referred to in such documents.
Control	exists when: (a) a person owns or controls more than 50% of the outstanding shares or securities representing the right to vote for election of directors or other managing authority of another person; or (b) a person has the right to direct the affairs of any other person in accordance with its wishes as a result of rights contained in constitutional documents or any other document regulating that person or any other body corporate; or (c) any person has the right to a share of more than half the assets or half of the income of any other person.
Deliverables	all documents, products and materials developed by Provider or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Discloser	as defined in the definition of Confidential Information.
Express Conditions	any express conditions, including any service level agreement or key performance indicators, that are agreed in writing and referred to in the relevant Purchase Order.
Foreground IPR	all IPR which subsists in the Deliverables or which results from or otherwise come into existence as a result of the supply of the Goods and/or Services, which are created specifically for Keyloop, but excluding any Background IPR.
Goods	the goods (or any part of them) set out in the Purchase Order.
IPRs	all intellectual property rights throughout the world whether currently in existence or otherwise and whether vested or contingent, including copyright, rights in the nature of copyright, rights in computer software, database rights, trademarks, designs, design rights, patents, utility models, logos, trade secrets, know-how, confidential processes and information, inventions, discoveries and improvements, trading and

business names, moral rights, get-up, rights in internet domain names and any rights in the nature of intellectual property rights (in each case whether registered or not and including applications for and the rights to apply for registration, extension or renewal thereof) and all rights or forms of protection of a similar or analogous nature or having equivalent or similar effect or any other matters which may subsist in any part of the world.

Keyloop	the Keyloop entity identified in the Purchase Order i.e. the customer.
Keyloop Materials	all materials, equipment and tools, drawings, specifications and data supplied by Keyloop to Provider.
Location	the address stated on the Purchase Order as the point of delivery of the Goods or performance of the Services or otherwise agreed by the parties in writing from time to time.
Provider	the person or firm from whom Keyloop purchases the Goods and/or Services as stated in the Purchase Order.
Purchase Order	Keyloop's order for the supply of Goods and/or Services.
Recipient	as defined in the definition of Confidential Information.
Services	the services described in the Purchase Order to be provided by Provider to Keyloop in accordance with the Contract.
Software	computer programs or other software comprised in the Goods, Services or Deliverables to be provided by Provider to Keyloop under the Contract.
Specification	any specification, plans, drawings, data or other information relating to the Goods and/or Services supplied by either party.

- 1.2 Words denoting the singular shall include the plural and vice versa; references to a gender shall include all other genders; references to the word "include" or "including" are to be construed without limitation; "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.4 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 all subordinate legislation made under that statute or statutory provision.

- 1.5 The headings of Conditions and other parts of the Contract are included for convenience only and do not affect the interpretation of the Contract.

2 APPLICATION

- 2.1 These Conditions shall apply to each Contract between Provider and Keyloop from time to time, except as properly varied in writing, to the exclusion of any other terms and conditions put forward by or on behalf of Provider at any time, or which are implied by trade, custom, practice or course of dealing.
- 2.2 In the event of any inconsistency between these Conditions and any Express Conditions then those Express Conditions shall prevail solely to the extent required to resolve such inconsistency.
- 2.3 No conduct by Keyloop shall be deemed to constitute acceptance of any terms put forward by or on behalf Provider.

3 BASIS OF PURCHASE

- 3.1 The Purchase Order constitutes an offer by Keyloop to purchase the Goods and/or Services from Provider subject to these Conditions. Acceptance of the Purchase Order, as set out in Condition 3.2, indicates acceptance of these Conditions and of any Express Conditions.
- 3.2 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 3.2.1 Provider issuing written acceptance of the Purchase Order, which shall include issuing an order confirmation, order form or similar; or
 - 3.2.2 any act by Provider consistent with fulfilling the Purchase Order,at which point and on which date the Contract shall come into existence.
- 3.3 The Contract awarded to the Provider is non-exclusive and Keyloop may utilise one or more other provider.

4 SUPPLY OF GOODS AND/OR SERVICES

- 4.1 The quantity, quality and description of the Goods and/or Services shall be specified in the Purchase Order and/or in any applicable Specification.
- 4.2 Provider shall:
 - 4.2.1 comply will all Applicable Laws which may apply to the provision of the Goods and/or Services, including such policies as Keyloop may make available to Provider from time to time (including Keyloop's Supplier Code of Conduct and Business Ethics available at <https://keyloop.com/legal-documentation>;

- 4.2.2 ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
 - 4.2.3 provide all equipment, tools and vehicles and such other items as are required to provide the Goods and/or Services;
 - 4.2.4 use the best quality goods, materials, standards and techniques, and ensure that the Goods, Deliverables, and all goods and materials supplied and used in the Services or transferred to Keyloop, will be free from defects in workmanship, installation and design;
 - 4.2.5 observe all health and safety rules and regulations and any other security requirements that apply at any of Keyloop's premises;
 - 4.2.6 hold all Keyloop Materials in safe custody at its own risk, maintain the Keyloop Materials in good condition until returned to Keyloop, and not dispose or use the Keyloop Materials other than in accordance with Keyloop's written instruction; and
 - 4.2.7 not do or omit to do anything which may cause Keyloop to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 4.3 Provider warrants that in respect of any Software:
- 4.3.1 it has the right to enter into the Contract and to grant to Keyloop the right to use the Software;
 - 4.3.2 the Software will be free from any viruses and other malicious code;
 - 4.3.3 it has not included or used any software licensed under the General Public Licence or any similar licence containing a "copyleft" requirement (**Restrictive Open Source Code**) in, or in the development of, the Software, nor does any element of the Software operate in such a way that it is compiled with or linked to any Restrictive Open Source Code. Without prejudice to the foregoing, no open-source software (meeting the Open Source Initiative's open source definition from time to time) has been included or used in, or in the development of, any element of the Software in contravention of its applicable licence terms and no third party is asserting, or has in the last three years asserted, any such contravention;
 - 4.3.4 it shall provide Keyloop with all maintenance releases (being a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a new version) at the same time they are

generally made available to its other customers, and no maintenance release will adversely affect the then existing facilities or functions of the Software.

- 4.4 Keyloop may inspect and test the Goods at any time before delivery and Provider shall provide Keyloop with all facilities and access reasonably required for such inspection and testing.
- 4.5 If as a result of inspection or testing carried out pursuant to Condition 4.4 Keyloop is not satisfied that the Goods will comply in all respects with these Conditions, Provider shall take such steps (to Keyloop's satisfaction) as are necessary to ensure such compliance and shall keep Keyloop abreast of the remedial action being taken. Keyloop may conduct further inspections and tests after Provider has carried out its remedial action.

5 PROVIDER OBLIGATIONS

- 5.1 With effect from acceptance of the Purchase Order pursuant to Condition 3.2 and for the duration of the Contract, Provider shall supply the Goods and/or Services to Keyloop in accordance with the terms of the Contract.
- 5.2 Provider undertakes to meet any service levels or performance standards agreed between it and Keyloop from time to time in writing and shall discharge its obligations under the Contract with the best skill, care and diligence, in accordance with best industry practice and any relevant industry standards, guidance notes and codes of practice.
- 5.3 Provider shall co-operate with Keyloop in all matters relating to the Goods and/or Services, and comply with all reasonable Keyloop instructions.

Goods

- 5.4 Provider undertakes that the Goods shall:
 - 5.4.1 be equal in all respects to the samples, patterns, description or Specification;
 - 5.4.2 fit for any purpose held out by Provider or made known to Provider by Keyloop, expressly or by implication and in this respect Keyloop relies on Provider's skill and judgement;
 - 5.4.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.4.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery;
 - 5.4.5 be usable as part of a safe system of work in the environment intended by Keyloop.

Services

- 5.5 Provider undertakes that the Services shall:

- 5.5.1 be provided, performed and undertaken by appropriately trained, skilled, experienced and qualified personnel, in sufficient number to ensure that Provider's obligations are fulfilled in accordance with the Contract;
- 5.5.2 comply with the Specification in all material respects and ensure that the Deliverables shall be fit for any purpose that Keyloop expressly or impliedly makes known to Provider, and in this respect Keyloop relies on Provider's skill and judgement; and
- 5.5.3 be carried out promptly and in such way as to minimize disruption to the operation of Keyloop's business.

6 DELIVERY

- 6.1 Unless otherwise agreed in writing, Provider shall deliver the Goods and/or perform the Services at the Location on the date(s) or within the period(s) specified in the Purchase Order or otherwise specified by Keyloop, in either case during Keyloop's ordinary business hours at the Location. Time of delivery of the Goods and performance of the Services shall be of the essence.
- 6.2 Provider shall ensure that:
 - 6.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 6.2.2 each delivery of the Goods is accompanied by a delivery note which shows the Purchase Order number, and where relevant the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 6.2.3 it states clearly on the delivery note any requirement for Keyloop to return any packaging material for the Goods to Provider. Any such packaging material shall only be returned by Keyloop at Provider's cost.
- 6.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Location.
- 6.4 Keyloop shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until Keyloop has had reasonable time (being not less than 10 days) to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has, or would have, become apparent.

6.5 Provider shall not deliver the Goods in instalments without Keyloop's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, the Contract shall be treated as a single contract and will not be severable.

6.6 Title and risk in the Goods shall pass to Keyloop upon payment of the price for the Goods or on acceptance of the Goods, whichever occurs first.

7 PRICE

7.1 The price for the Goods and/or Services shall be as stated in the Purchase Order and, unless stated otherwise, shall be inclusive of all costs and expenses, charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Location and any duties or levies applicable to the Goods and/or Services, but exclusive of any value added tax chargeable under applicable law for the time being at its then prevailing rate ("**VAT**"), which Provider is required to apply in addition.

7.2 No increase in the price or extra charges shall be effective without the prior written consent of Keyloop.

7.3 Provider may invoice Keyloop promptly on or at any time after completion of delivery of the Goods or performance of the Services (as the case may be) to the Keyloop address indicated on the Purchase Order. Each invoice shall include such supporting information required by Keyloop to verify the accuracy of the invoice, including to the relevant Purchase Order number.

7.4 In consideration of the supply of Goods and/or Services by Provider, Keyloop shall pay the invoiced amounts to a bank account nominated in writing by the Provider via the payment method specified in the Purchase Order within 60 days of the date of receipt of a properly prepared and undisputed invoice from Provider.

7.5 Where any taxable supply for VAT purposes is made under the Contract to Keyloop by Provider, Keyloop shall, on receipt of a valid VAT invoice from Provider, pay to Provider such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

7.6 If Keyloop fails to make a payment due to Provider under the Contract by the due date, then Keyloop shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition will accrue at 3% a year above the Bank of England's base rate from time to time.

7.7 Provider shall maintain complete and accurate records of the time spent and materials used by Provider in providing the Goods and/or Services, and Provider shall allow Keyloop to inspect such records at all reasonable times on request.

- 7.8 Keyloop may at any time, without notice to Provider, set off any liability of Provider to Keyloop against any liability of Keyloop to Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

8 INTELLECTUAL PROPERTY

- 8.1 All Background IPR shall remain vested in Keyloop, the Provider or their respective licensors (as applicable).
- 8.2 Keyloop grants Provider a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Keyloop Materials during the term of the Contract, for the sole purpose of providing the Services to Keyloop.
- 8.3 Provider assigns, with full title guarantee and free from all third-party rights, all Foreground IPR to Keyloop.
- 8.4 In respect of the Goods and/or Deliverables and any goods that are transferred to Keyloop as part of the Services, Provider warrants that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to Keyloop and the Goods, Deliverables and/or Services do not infringe the IPRs of any third party.
- 8.5 Provider grants to Keyloop a perpetual, worldwide, non-exclusive, royalty-free, licence to use its Background IPR for the purpose of enabling Keyloop to receive the Services under the Contract.
- 8.6 Provider shall obtain waivers of all moral rights in relation to any Foreground IPR to which any person is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 8.7 Provider shall promptly at Keyloop's request do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such further documents as Keyloop may from time to time reasonably require for the purpose of securing for Keyloop the full benefit of the Contract, including all right, title and interest in and to the IPRs assigned to Keyloop under Condition.
- 8.8 Provider warrants, represents and undertakes that the Goods, Deliverables and/or Services do not infringe the IPRs of any third party, and that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to Keyloop.

- 8.9 Provider shall defend and indemnify Keyloop, its officers, partners, directors and employees against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by Keyloop arising out of, or in connection with any claim made against Keyloop for actual or alleged infringement of a third-party's IPRs arising out of or in connection with the manufacture, receipt, supply or use of the Goods, Deliverables and/or any part of the Services (excluding the Keyloop Materials) ("IP Claim"), save to the extent that such IP Claim arises as a result of Keyloop's use of the Goods, Deliverables and/or any part of the Services in material breach of the Contract .

9 DATA PROTECTION

- 9.1 If Provider shall be processing personal data as part of or in connection with the performance of its obligations in the Contract, prior to any such processing activity the parties shall enter into Keyloop's standard data processing agreement (a copy of which is available at <https://keyloop.com/legal-documentation>).

10 REMEDIES

- 10.1 If any of the Goods and/or Services are not supplied or performed in accordance with the Contract, Keyloop may:
- 10.1.1 terminate the Contract with immediate effect by giving notice to Provider; or
 - 10.1.2 require Provider to promptly repair or replace the Goods and/or to rectify the Services so that they comply with the Contract within 7 days; or
 - 10.1.3 reject any: (a) Goods (in whole or in part) whether or not title has passed; or (b) Services, that fail to comply with the Contract. In such circumstance, Provider shall reimburse Keyloop the price paid for such Goods and/or Services in full and any other sums paid in advance for Services not provided and/or Goods not delivered. Any return of Goods by Keyloop shall be at Provider's own risk and expense; and
 - 10.1.4 recover from Provider any expenditure incurred by Keyloop in obtaining substitute goods or services from a third party.
- 10.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by Provider.
- 10.3 Keyloop's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

- 10.4 Provider shall indemnify Keyloop and Affiliates against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect losses of any kind and all reasonable professional costs and expenses) suffered or incurred by Keyloop arising out of or in connection with:
- 10.4.1 any claim made against Keyloop or an Affiliate due to: (a) any actual or alleged breach by Provider of any provision of this Contract; or (b) any negligent performance or failure or delay in performance of the Services or any of its obligations under this Contract;
 - 10.4.2 all claims in respect of death or injury caused by an act or omission of Provider or any Provider personnel to any person (including Keyloop and Affiliate personnel) while in or about the Location or any other Keyloop site; and
 - 10.4.3 any failure by Provider to supply the Goods and/or perform the Services in accordance with the terms of the Contract; and
 - 10.4.4 any damage to Keyloop or an Affiliate's property caused by the acts or omissions of Provider personnel whilst at the Location or any other Keyloop site.
- 10.5 Provider shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce evidence of such cover on request by Keyloop.

11 TERMINATION

- 11.1 Keyloop may terminate the Contract in respect of all or part only of the Goods and/or Services without incurring liability by giving notice to Provider at any time being more than 7 days before any proposed delivery date. After this time but prior to delivery or performance, Keyloop may similarly terminate the Contract (in whole or in part) in which event Keyloop's sole liability shall be to pay Provider the price for the Goods and/or Services in respect of which Keyloop has exercised its rights of cancellation less Provider's net saving of cost arising from the termination.
- 11.2 Without affecting any other right or remedy available to it, Keyloop may terminate the Contract with immediate effect by giving notice to Provider if:
- 11.2.1 there is a change of Control of Provider; or
 - 11.2.2 unless termination is prohibited by Applicable Law in such a scenario, Provider 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

- 11.2.3 Provider suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.2.4 Provider commits a material breach of any term of the Contract which is irremediable or, in the case of a breach capable of being remedied, fails to remedy the breach within 14 days of receipt of a request in writing from Keyloop to remedy such breach; or
- 11.2.5 Provider repeatedly breaches any of the terms of the Contract.
- 11.3 On termination of the Contract, Provider shall immediately deliver to Keyloop all Deliverables whether or not then complete, and return all Keyloop Materials. If Provider fails to do so, then Keyloop may enter Provider's premises and take possession of them. Until they have been returned or delivered, Provider shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.4 Provider shall, if so requested by Keyloop, provide all assistance reasonably required by Keyloop to facilitate the smooth transition of the Services to Keyloop or any replacement supplier appointed by it.
- 11.5 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, 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.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect. Notwithstanding the generality of the foregoing, Conditions 8, 9, 10, 11, 12, 14, 15 & 16 shall survive termination.

12 CONFIDENTIALITY

- 12.1 The Recipient shall:
 - 12.1.1 not without the Discloser's prior consent use any Confidential Information other than for the direct purposes of and as permitted by the Contract; and
 - 12.1.2 keep all Confidential Information strictly confidential and shall not, without the Discloser's prior consent, disclose any of it to any person other than: (a) to those of

its staff, sub-contractors or advisors, who need to be informed of it in order to enable the Recipient to perform its obligations under the Contract, or to take advice on or in relation to the Contract, and who have been informed of the Confidential Information's confidentiality and directed to keep it confidential, and who are under an enforceable obligation of confidentiality to the Recipient (which the Recipient shall enforce) no less onerous than the provisions of this Condition; or (b) to the extent that it is required by law, court of competent jurisdiction or any governmental or regulatory authority to disclose Confidential Information.

- 12.2 The Recipient shall immediately notify the Discloser of any actual, suspected or threatened use or disclosure of the Discloser's Confidential Information in breach of this Condition of which it becomes aware, and shall give such assistance, at the Discloser's reasonable cost, to restrain such use and/or disclosure as the Discloser may request.

13 FORCE MAJEURE

- 13.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control provided that the party affected by the Force Majeure event promptly notifies the other of the Force Majeure event and its expected duration and uses commercially reasonable endeavours to minimise the effects of that event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving notice to the affected party.

14 LIABILITY

- 14.1 Except for any specific limitations of liability contained elsewhere in the Contract, this Condition 14 sets out the entire liability of Keyloop in respect of any Contract AND THE ATTENTION OF PROVIDER IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 14.
- 14.2 The entire liability of Keyloop under the Contract shall be limited to a sum equal to the price stated in the Purchase Order.
- 14.3 The limitations of liability in the Contract shall apply to the fullest extent permissible at law, but notwithstanding anything in the Contract to the contrary neither party excludes liability: for death or personal injury caused by its negligence; for fraud or fraudulent misrepresentation; or for any other liability which may not be excluded by law.
- 14.4 Subject to Condition 14.3, neither party will be liable to the other for any indirect, special, punitive or consequential loss or damage.

14.5 Keyloop shall not be liable to Provider in respect of any default to the extent that it gives rise to or can be categorised as a claim for any losses in respect of:

14.5.1 loss of actual or anticipated revenue or profits;

14.5.2 loss of actual or anticipated savings;

14.5.3 loss of goodwill or reputation;

14.5.4 loss of business opportunity;

14.5.5 any inaccuracies, inconsistencies or errors in any data or in any third party goods or service;

14.5.6 losses suffered by third parties; or

14.5.7 any type of economic losses;

in each case whether or not any such losses were direct, foreseen, foreseeable, known or otherwise, and whether or not either Party was aware of the circumstances in which such losses could arise.

15 GENERAL

15.1 **Entire agreement:** 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.

15.2 **Amendments:** No amendment to the Contract or any part of it shall have any effect unless it is in writing, refers specifically to the Contract, and is agreed on behalf of each party.

15.3 **Rights and remedies:** Unless otherwise stated in the Contract, no right or remedy given to either party is exclusive of any other right or remedy to which it may be entitled.

15.4 **Assignment and other dealings:** Keyloop may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. Provider shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Keyloop.

15.5 **Relationship:** Keyloop and Provider are not partners, or in a relationship of employer and employee, or in a relationship of principal and agent. Unless expressly authorised under the Contract, neither party has the authority to act on behalf of the other party or to make any representation on its behalf.

- 15.6 **Non Solicitation:** Provider shall, without the prior written consent of Keyloop, either during the term of the Contract or at any time during the period of 6 months following the termination or expiry of this Contract, directly or indirectly solicit or endeavour to solicit away from Keyloop or employ or engage, or attempt to employ or engage, any of Keyloop's employees or individual consultants other than by means of a recruitment advertising campaign open to all potential applicants and not specifically targeted at such Keyloop's employees or individual consultants.
- 15.7 **Independence of terms:** If any term of the Contract is ruled by a court of competent jurisdiction to be invalid, unlawful, void, voidable or unenforceable, it shall be deleted from the remaining terms of the Contract, which shall continue to be valid, lawful and enforceable to the fullest extent permitted by law.
- 15.8 **No waiver:** The failure or delay of Keyloop to exercise or enforce any right or remedy under these Conditions shall not be deemed to be a waiver of that or any other right or remedy nor operate to bar the exercise or enforcement of any right or remedy at any time or times thereafter. 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. A waiver of any right or remedy under the Contract or Applicable Laws is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 15.9 **Third parties:** Subject only to the right of each Affiliate to enforce Condition 10.4, the terms of the Contract are not intended to confer any right of enforcement on any third party.
- 15.10 **Business Continuity:** The Provider shall, in accordance with good industry practice and Applicable Laws, establish, maintain and document from time to time disaster recovery capabilities in relation to both the systems and practices it uses for the provision of the Goods and/or performance of the Services which shall enable the Provider to resume provision of the Goods and/or performance of the Services in accordance with the Contract after such provision or performance is affected by a disaster or a material business interruption. The Provider shall, on request, provide a copy of its plan(s) relating to disaster recovery arrangements and shall review and test such plan(s) on a regular basis and in any event no less than annually.

16 NOTICES, GOVERNING LAW AND JURISDICTION

- 16.1 Any notices must be in writing and sent by hand, pre-paid first-class post, pre-paid air mail or email. Notices are deemed delivered as follows:
- 16.1.1 For notices served by hand, the day of delivery or (if it is not a Business Day) the next Business Day.

16.1.2 For notices served by pre-paid first-class post, 2 days after the date of posting or (if that day is not a Business Day) the next Business Day.

16.1.3 For notices served by pre-paid airmail, 5 days after the date of posting or (if that day is not a Business Day) the next Business Day.

16.1.4 For notices served by email, the day of transmission or (if it is not a Business Day or if transmission takes place after 17:00 hours) on the next Business Day. The sending party must provide evidence of sending the notice by email within 2 Business Days of receipt of a request to do so by the other party. If such evidence is not provided, the email shall not constitute a valid notice.

16.2 Details for sending notices is set out in the following table:

Postal address	Email address
As set out in the Purchase Order.	For Keyloop, as set out in the Purchase Order, with a copy to: legal@keyloop.com and procurement@keyloop.com For Provider, as set out in the Purchase Order.

16.3 All notices that either party is required or entitled to give or make to the other under the Contract shall be in writing and in the English language.

16.4 Any notice sent to Keyloop shall be sent to the relevant address set out in Condition 16.2 or such other email address as Keyloop may notify Provider from time to time. Keyloop shall send notices to Provider at the address outlined on the Purchase Order or such other address as provided by Provider from time to time.

16.5 This Condition does not apply to the service of any proceedings or other documents in any legal action or arbitration.

16.6 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in the following manner:

16.6.1 if the Provider and/or Keyloop entity is incorporated in the UK, the courts of England shall have exclusive jurisdiction and the governing law shall be English law; and

16.6.2 If the Provider and/or Keyloop is incorporated anywhere else but the UK, by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral



proceedings shall be English. The governing law of the contract shall be the substantive law of England.