

Terms and Conditions – Special Operating Equipment

1. Interpretation

1.1 Definitions:

Affiliate: In respect of a person, Affiliates are any persons that Control, are controlled by or are under common Control with that person from time to time.

Applicable Laws: any statute, statutory instrument, byelaw, order, regulation, directive, treaty, decree, decision any legally binding rule or policy and any guidance, recommendation, code of conduct or guideline which is binding on a party in force from time to time (and as amended from time to time) which relate to this agreement and/or the activities of a party.

Bentley: Bentley Motors Limited (registered in England and Wales with company number 9928987 with a registered office of Pyms Lane, Crewe, Cheshire, United Kingdom, CW1 3PL)

Bentley Materials: all materials, equipment and tools, drawings, specifications and data supplied by Bentley to the Supplier.

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.4

Contract: the contract between Bentley and the Supplier for commissioning and/or purchase of the Equipment.

Control: in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contract powers or otherwise and “Controlled” is construed accordingly.

IT Security Requirements: Bentley’s standard requirements in relation to automotive cyber security, (including the Cyber Security Basic Requirements or CSBR) which are available on the VW Supply Portal.

Deliverables: all documents, products, goods and materials developed, owned or provided by the Supplier or its agents, contractors and employees as part of the Equipment Services and/or that which relates to the Equipment in any form or media, including (but not limited to) items such as drawings, instructions, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)

Equipment: means the hardware, software, data sets, tools, tool elements, moulds, jigs, fixtures gauges, templates, patterns, models, dies and other special operating equipment which the Supplier will need to develop and/or procure in order to manufacture, produce or supply the Goods.

Equipment Services: any services undertaken by the Supplier at Bentley’s request or with Bentley’s approval on or in relation to existing Equipment (including but not limited to those services related to modification, refurbishment, reconfiguration, repair, installation etc) as may be further particularised in the Purchase Order.

Free and Open Source Software (FOSS): any software subject to a version of the General Public License, together with any other ‘open source’ software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) and any ‘free

software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement and as amended from time to time.

Goods: Goods which are (primarily) vehicle components which will be utilised in the production of motor vehicles (production material) and for other purposes – samples, spares, sold into the aftersales market etc (parts).

Goods Order(s): the contracts pursuant to which the Supplier supplies the Goods.

Intellectual Property Rights or IPR: any patents, trade marks, service marks, registered designs, utility models, unregistered design rights, copyright (including copyright in drawings, plans specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e- mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

Inventory Tag: has the meaning outlined in clause 4.10

IT Security Requirements: Bentley's standard requirements in relation to cyber security, (including the Cyber Security Basic Requirements or 'CSBR') which are available on the VW Supply Portal.

Mandatory Policies: the business policies which are available on the VW Supply Portal (as amended from time to time).

Nomination Letter: the document (usually issued electronically and referred to as eNA) informing the Supplier of their nomination and outlining the key technical and operational requirements for the supply of the Goods.

Production Location: the location where the Goods will be manufactured as documented in the Nomination Letter.

Purchase Order: the document headed 'Purchase Order' which accompanies these terms which documents the Price and the Goods to which the Equipment and/or Equipment Services relates.

Price: The price to be paid by Bentley in relation to the Equipment and/or the Equipment Services as set out in the Purchase Order

Quality Documents: the quality requirements outlined in the documents (including the Formel Q series of documents) available under 'Quality Assurance' on the VW Supply Portal and any other quality documents issued by Bentley from time to time.

Specification: any specification for the Goods, including that outlined in the purchase order for the Goods and/or Nomination Letter or in the case of Production Material and/or Parts, any 2D Drawing, Lastenheft or Bid Specification.

Supplier: the person, company, firm or entity identified in the Purchase Order who is responsible for providing the Equipment and/or Equipment Services for/to Bentley.

Tooling Inventory System: the system by which Bentley and the Supplier create and maintain an inventory of the Equipment, currently the WIN system.

VW Supply Portal: the online business platform, available to all Bentley suppliers at www.vwgroupsupply.com

Volkswagen Marking Requirements: the Volkswagen Group standard which documents the process and requirements in relation to the marking of tooling (currently Volkswagen Standard VW 34022) available via the VW Supply Portal.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) Unless expressly stated otherwise in these Conditions, a reference to **writing** or **written** includes emails.

2. Basis of contract

2.1 Subject to any variation under Clause 17.4, these terms govern:

- (a) the design, commission, manufacture, use, servicing, maintenance and acquisition of Equipment, ownership of and the rights to use the Equipment and of their disposal; and/or
- (b) any Equipment Services

and they shall govern those matters to the entire exclusion of all other terms and conditions.

2.2 The Purchase Order constitutes an offer by Bentley to fund the Equipment and/or the Equipment Services in accordance with these Conditions. The offer may be withdrawn by Bentley at any time before the Supplier's acceptance in accordance with Clause 2.3.

2.3 The Purchase Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Purchase Order;
- (b) within 14 days of the issue of the Purchase Order where the Supplier does not expressly reject it in writing; or
- (c) the Supplier doing any act consistent with fulfilling the Purchase Order or commissioning the Equipment or providing Equipment Services;

at which point the Contract shall come into existence.

2.4 The Contract shall continue until all obligations under it have been discharged.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.6 Unless any terms discussed or arising from any previous course of business between Bentley and the Supplier are specifically incorporated into the Contract in writing (not via email) they shall not form part of the Contract.

2.7 These Conditions are in addition to any agreement for the supply of goods and services, including the production and supply of the Goods which will be covered by a separate purchase order and/or contract. Nothing in this Contract shall obligate Bentley to enter into a contract for the purchase of the Goods.

3. The Equipment (where the Purchase Order relates to the provision of Equipment)

3.1 On the issuing of the Goods Order(s), the Supplier will produce and sell the Goods to Bentley. In order to produce the Goods, the Supplier will require special equipment. As such, the Supplier will develop, purchase and/or produce the Equipment.

3.2 It is the Supplier's responsibility to identify the scope of the Equipment and will provide Bentley with details of the configuration of the Equipment (including the number of individual tools) on request. The Equipment will include (but is not limited to) any items identified in the Purchase Order.

3.3 The Supplier shall ensure that the Equipment shall:

- a) be of a quality and standard to enable the Supplier to comply with its obligations (for example in relation to quality, security, capacity, or volume) in relation to the production of the Goods;
- b) comply with and be of a quality and standard to enable the Supplier to comply with the requirements of the Nomination Letter;
- c) comply with any and all relevant obligations under the Quality Documents;
- d) Unless agreed otherwise with Bentley, meet the concept for the Equipment outlined by the Supplier (and expressly agreed by Bentley) as part of the tender process, for example as part of the Quality Technical Requirements (QTR) process;
- e) be free from defects in design, material and workmanship;
- f) comply with all applicable statutory and regulatory requirements relating to the design, manufacture, labelling, storage, transporting, handling of the Equipment;
- g) adhere to (as a minimum) best practice and industry norms;
- h) (whether hardware or software) is incapable of being sabotaged or accessed and/or modified by third parties who have not been authorised to do so and should be protected from unintended alterations; and
- i) where the Equipment relates, includes or requires software, this Equipment should be cyber secure in accordance with appropriate industry standards and the Supplier should be able to evidence that the Equipment is so secure and they are aligned to such standards.

- 3.4 The Supplier must at all times (including during the design, development and manufacture) keep Bentley updated on all matters relating to the Equipment, including its location.
- 3.5 The Supplier shall use best endeavours to comply with any reasonable instructions from Bentley in relation to the Equipment and to comply with any reasonable deadlines communicated by Bentley.
- 3.6 The Supplier must complete the development, purchase, production of the Equipment by the date identified in the Nomination Agreement or as otherwise agreed in writing with Bentley.
- 3.7 The Supplier shall comply and will ensure the Equipment complies with the terms of the IT Security Requirements.
- 3.8 The Supplier is directly responsible for ensuring the license-compliant use of Free and Open-Source Software ("FOSS") within the Services under this Contract. The Supplier must guarantee that FOSS usage does not impair the intended use of the Equipment, Equipment Services, Goods and/or Intellectual Property Rights. Specifically, the Supplier must ensure that:
- (a) no copyleft effect mandates the publication of closed source software (including proprietary code developed by a third party or code components thereof) under the FOSS license;
 - (b) no licenses require the provision of signature keys, authentication keys, or similar for systems with sequence checks, including for their reinstall or execute modified software (tivoisation),
 - (c) FOSS licenses do not contain a user's right to exchange software if it's not guaranteed in the supplied software,
 - (d) No delivery (signature) keys or similar (e.g. "installation information") is required,
 - (e) commercial use is not excluded,
 - (f) no incompatibility arises between different FOSS licenses used; and
 - (g) no additional obligations beyond mandatory information (e.g. copyright notices, acknowledgements, relevant license texts) are imposed.

Deviations from the provisions provided for in this clause 3.8 require prior written agreement with Bentley. If within the framework of the provision of the Equipment Services or Equipment, the Supplier proposes use of FOSS with atypical licenses requirements, the Supplier will agree this with Bentley before any usage thereof.

- 3.9 If FOSS is used as part of the Equipment or Equipment Services the Supplier undertakes to:
- (a) provide Bentley with all necessary information and materials for FOSS license-compliant use (e.g. compulsory statements such as component name, copyright information and license texts), and enable Bentley to verify the license-compliant use as appropriate to the individual case;
 - (b) make all information and materials required under clause 3.9(a) available to Bentley when requested and in the format requested,
 - (c) hand over the FOSS source, including modifications, to Bentley when requested and in any event no later than the time of production of the Equipment/provision of the Equipment Services; and

- (d) grant Bentley the right to modify FOSS contained in the Services and or Deliverables as well as related proprietary software and perform reverse engineering for debugging purposes if mandated by a relevant FOSS license. In this case, the Supplier ensures the same right for third-party software components.
- 3.10 Bentley shall, at any point be able to request evidence from the Supplier that it has complied with the requirements of Clauses 3.8 and 3.9, and shall indemnify Bentley against any claims of third parties, irrespective of amount, and against any costs associated with any FOSS.

4. Ownership of the Equipment

- 4.1 Title to the Equipment shall pass to Bentley upon its creation or acquisition.
- 4.2 Title in any replacement or additional components in the Equipment (for example as a result of complying with the maintenance requirements in section 5) will pass to Bentley immediately on their installation in or application to the Equipment. Where the Supplier holds spare parts which are bespoke to the Equipment, title in such parts shall sit with Bentley.
- 4.3 Where the Equipment includes software or code, Bentley must be provided access to or copies of it on reasonable notice, together with any documentation, specification, information or assistance required in able to use it.
- 4.4 Bentley is the sole and exclusive owner of the Equipment and the Supplier shall have no right, title or interest in or to the Equipment, save the right to possession and use of the Equipment subject to these terms and conditions to enable it to fulfil the requirements of the Goods Order(s) or as otherwise directed by Bentley.
- 4.5 The Supplier waives, to the full extent permitted by law, any lien or other rights that the Supplier might otherwise have on any of the Equipment. The Supplier will not, without the prior written consent of Bentley, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.
- 4.6 The Supplier shall possess the Equipment for as long as it needs to produce the Goods in accordance with the Goods Order(s) or otherwise indicated by Bentley. If the Supplier no longer requires the Equipment to execute the Good Orders, it shall notify Bentley of this in writing. The Supplier may not sell, scrap or otherwise dispose of or destroy the Equipment unless this is agreed with Bentley. Any costs associated with possession (for example storage charges) shall be borne by the Supplier.
- 4.7 Bentley may collect the Equipment, arrange for its transfer and/or instruct the Supplier to dispose of or destroy it. The Supplier shall do so in a manner which is responsible, safe and secure, legally compliant and has regard to the environmental impact of the disposal. The Supplier will provide Bentley with all information that the Company may reasonably require to confirm the lawful disposal. Any cost of disposal shall be borne by the Supplier. If the Supplier generates any income from disposal, it shall notify Bentley of the amount. If the proceeds generated are higher than the cost of disposal, the parties shall come to an agreement regarding distribution of the proceeds. If the disposal costs exceed the income (for example due to the sustainable nature of the selected method of disposal, Bentley may bear or contribute to the costs. The

Supplier shall submit documentary evidence and may enter into negotiations with Bentley concerning such costs.

- 4.8 The Supplier is obliged to deliver up the Equipment to Bentley at any time if requested to do so. Bentley shall be entitled to remove the Equipment at any time and the Supplier shall permit or procure access to any premises where the Equipment is located to enable them to do so. If so requested, the Supplier shall provide Bentley with reasonable assistance in the removal of the Equipment, free of charge, including but not limited to the provision of staff and/or machinery such as forklifts or cranes.
- 4.9 If the Supplier uses and/or stores the Equipment or parts of the Equipment at one or more of the locations of its approved subcontractors, it must ensure that the subcontractors enter into agreements with the Supplier which correspond with the Supplier's obligations and fully protect Bentley's rights. If required, the Supplier will provide Bentley with copies of such agreements
- 4.10 The Supplier shall ensure that at all times the Equipment remains identifiable as being Bentley's property. The Supplier shall mark the Equipment permanently and in a visible manner with the note "Property of Bentley Motors Limited" and as further prescribed by the Volkswagen Marking Requirements (the "Inventory Tag"). Where the Supplier is unable to comply with the Volkswagen Marking Requirements for practical reasons (for example because of the dimensions of the Equipment), the Supplier shall make Bentley aware of this and agree with Bentley an alternative method to evidence ownership. The Supplier will regularly check the Equipment to ensure that it still complies with this clause and the Volkswagen Marking Requirements.
- 4.11 Where the Equipment includes or consists of files, codes, software, programmes etc, the Supplier will use best endeavours to ensure it is identifiable (through coding or otherwise) that Bentley is the proprietor of that Equipment.
- 4.12 The Supplier shall work with Bentley to ensure that an accurate and comprehensive inventory of the Equipment is created and maintained. Unless otherwise agreed by Bentley:
- a) When requested by Bentley, the Supplier shall confirm how many individual tools or elements make up the Equipment.
 - b) Bentley shall then assign an inventory number for each tool (which is to be marked on the tool, on the Inventory Tag, in accordance with clause 4.10).
 - c) Bentley will then create an entry for each tool on the Tooling Inventory System using the inventory number.
 - d) Once the entry is created, Bentley will (via the Tooling Inventory System or otherwise) require the Supplier to populate the entry with information (including a description of the tool and its location) as soon as possible.
 - e) Each entry must also contain at least two digital photographs of each tool, one showing the entirety of the tool and the other clearly showing the Inventory Tag. The costs associated with this requirement are considered to be included in the Price.

- f) Once the entry is populated by the Supplier this will be subject to final approval in the Tooling Inventory System by Bentley. Once approved, the Supplier will send a hard copy of the agreed entry to Bentley.
- 4.13 Should the Supplier identify that they require additional items or tools as part of the Equipment then it will immediately inform Bentley and request a tooling inventory number and both parties will follow the process at clause 4.12.
- 4.14 Should the Supplier require an amendment to a particular entry (for example a change in location) then the Supplier must submit a change via the Tooling Inventory System for approval by Bentley prior to the change taking place.
- 4.15 Bentley reserves the right to ask the Supplier, at any time, for any reason, for written confirmation that the Tooling Inventory System is up to date and accurate.
- 4.16 The Supplier accepts that Bentley must have accurate information on its assets and requires documents from the Supplier in order to prove ownership. As such, the Supplier will indemnify Bentley for any loss or costs incurred as a result of the Tooling Inventory System not being properly maintained by the Supplier. Where there is any dispute as the ownership of a particular item of Equipment and the Supplier has failed to comply with its obligations in this Contract, any such dispute will be resolved in Bentley's favour.

5. Use, Operation and Repair/Maintenance

5.1 The Supplier shall:

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff;
- (b) where storage of the Equipment is required, shall ensure that it stored safely and suitably and adequately protected;
- (c) 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 and/or the Goods Order/s;
- (d) take such steps (including compliance with all safety and usage instructions) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (e) at its own expense and in accordance with the Quality Documents, maintain the Equipment in good and substantial repair. The Equipment should remain in as good an operating condition as it was at the start of its use and capable of fulfilling the Supplier's obligations under the Goods Order/s;
- (f) regularly inspect and check the Equipment to ensure that it remains at the correct condition and take active steps to prevent damage and wear;
- (g) Make good any damage or wear to Equipment and/or replace any worn, damaged and lost parts as soon as practicable;
- (h) Where undertaking its repair and maintenance obligations in this clause 5:

- i. always use identical replacement parts or, where not available, parts of the same or improved specification;
 - ii. using the highest level of care and skill by suitably trained and qualified individuals.
 - (i) Save for where required for routine repair and our maintenance, make no alteration to the Equipment or remove any component from it without the prior written consent of Bentley; and
 - (j) Keep Bentley fully informed of all material matters relating to the Equipment.
- 5.2 The Supplier shall maintain appropriate operating, maintenance and repair records of the Equipment, which shall include (without limitation):
- (a) a preventive maintenance Schedule;
 - (b) records of the usage of the Equipment (for example, number of shots and/or cycles);
 - (c) detailed inspection reports; and
 - (d) details of repairs, maintenance or other work done in relation to the Equipment.
- and make copies of such records readily available to Bentley, together with such additional information as Bentley may reasonably require.
- 5.3 In addition to the above, the Supplier will keep in a safe place all relevant documentation (including but not limited to instructions, user guides, drawings etc) required for the safe and effective use, operation, maintenance and repair of the Equipment. The Supplier shall make copies of such documentation readily available to Bentley as they may reasonably require. Such documentation shall constitute Deliverables and Bentley shall have the right to retain possession of such documentation if and when they take possession of the Equipment.
- 5.4 Where maintenance and/or repair work may impact on the quality or condition of the Goods, the Supplier must consult the change management requirements in the Quality Documents.
- 5.5 The Supplier will keep the Equipment at all times at the location specified in the Tooling Inventory System or other location agreed by Bentley. The Supplier shall not move or attempt to move any part of the Equipment without Bentley's prior written consent. This includes where the Supplier wishes to utilise off site storage facilities. Except for where the relocation has been requested by Bentley, the Supplier shall be liable for any costs involved in relocating the Equipment.
- 5.6 Bentley shall require access to the Equipment at all times, and shall be permitted (either itself or by its duly authorised representative) to inspect the Equipment on reasonable notice. The Supplier shall grant access to any premises where the Equipment may be located for the purpose of such inspection. Where the Equipment is located on premises outside of the Supplier's control (for example a storage facility), the Supplier shall ensure that its contract with the occupier of those premises ensures Bentley to have access and will use all reasonable endeavours to ensure that Bentley is so granted access.
- 5.7 The Supplier shall not:
- (a) Use the Equipment to produce parts or components for any customer other than Bentley, without Bentley's prior written consent;

- (b) make any modification to the Equipment without the written consent of Bentley. Such consent may be conditional on completion of additional testing and validation. Such modification may require a separate Purchase Order
- (c) without the prior written consent of Bentley, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material damage (to the Equipment and/or the land or building. The Supplier shall repair and make good any damage caused by the affixation or removal of the Equipment (including removal by Bentley) from any land or building and indemnify Bentley against all losses, costs or expenses incurred as a result of such affixation or removal;
- (d) do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Bentley in the Equipment; where the Equipment has become affixed to any land or building, the Supplier must take all necessary steps to ensure Bentley is able to exercise its rights to access and remove the Equipment in accordance with Clause 4.8, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Bentley of any rights such person may have or acquire in the Equipment and a right for Bentley to enter onto such land or building to remove the Equipment;
- (e) suffer or permit the Equipment to be confiscated, seized or taken out of the Supplier's possession or control under any distress, execution or other legal process. If the Equipment is so confiscated, seized or taken, the Supplier shall notify Bentley immediately and the Supplier shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Bentley on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (f) use the Equipment for any unlawful purpose;
- (g) do or permit to be done anything which could invalidate the insurances referred to in Clause 7; or
- (h) act or omit to act in a way or associate with any third party which does or may, in Bentley's reasonable opinion, bring Bentley's name into disrepute or would have a materially adverse impact on Bentley's good name, reputation or public image, or be damaging to Bentley's business, including causing or permitting anything which is offensive, immoral or illegal.

5.8 The Supplier acknowledges that the Bentley shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Supplier or its officers, employees, agents and contractors.

6. Equipment Services (where the Purchase Order relates to the provision of Equipment Services)

6.1 The Supplier shall provide the Equipment Services to Bentley in accordance with the terms of the Contract.

6.2 The Supplier shall adhere to any reasonable timing requirements communicated by Bentley and shall meet any performance dates (including those relating to completion) for the Equipment Services that Bentley notifies to the Supplier. Time is of the essence in relation to any of those performance dates.

6.3 In providing the Equipment Services, the Supplier shall:

- (a) co-operate with Bentley in all matters relating to the Equipment Services, and comply with all reasonable instructions of Bentley;
- (b) perform the Equipment Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that the Services will conform with all descriptions, standards and specifications agreed with Bentley, and that the Deliverables shall be fit for any purpose that Bentley expressly or impliedly makes known to the Supplier;
- (e) comply with any requirement in the Quality Documents;
- (f) provide all equipment, tools, materials and vehicles and such other items as are required to provide the Equipment Services;
- (g) use the best quality goods, materials, standards and techniques and ensure that all goods and materials supplied and used in the Equipment Services, will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all licences and consents which may be required for the provision of the Equipment Services;
- (i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services.
- (j) (where applicable) comply with the IT Security Requirements;
- (k) observe all health and safety rules and regulations;
- (l) hold all Bentley Materials in safe custody at its own risk, maintain Bentley Materials in good condition until returned to Bentley, and not dispose or use Bentley Materials other than in accordance with Bentley's written instructions or authorisation;
- (m) not do or omit to do anything which may cause Bentley to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Bentley may rely or act on the Equipment Services; and
- (n) not act or omit to act in a way or associate with any third party which does or may, in Bentley's reasonable opinion, bring Bentley's name into disrepute or would have a materially adverse impact on Bentley's good name, reputation or public image, or be damaging to Bentley's business, including causing or permitting anything which is offensive, immoral or illegal.

6.4 The Supplier must consult with Bentley as to whether the completion of the Equipment Services requires further testing of the Equipment prior to be used to supply the Goods.

- 6.5 Where the Equipment Services, result in the creation of new Equipment, then clauses 3-5 will apply to this Equipment. In particular, the process in clause 4.12 must be followed.
- 6.6 Following the completion of the Equipment Services, the Equipment to which the Equipment Services relate must comply with the requirements of these Conditions, in particular those outlined in Clause 3.3.

7. Risk and Insurance

- 7.1 The risk of loss, theft, damage or destruction of the Equipment shall rest with the Supplier. The Equipment shall remain at the sole risk of the Supplier during the whole time that the Equipment is in the possession, custody or control of the Supplier (**Risk Period**) until such time as the Equipment is redelivered to or collected by Bentley. During the Risk Period, the Supplier shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Bentley may from time to time nominate in writing; and
 - (b) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Bentley may from time to time consider reasonably necessary and advised to the Supplier.
- 7.2 Where the Supplier is providing Equipment Services, during the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the provision of the Equipment Services.
- 7.3 All insurance policies procured by the Supplier shall be endorsed to provide Bentley with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Bentley's request name Bentley on the policies as a loss payee in relation to any claim relating to the Equipment. The Supplier shall be responsible for paying any deductibles due on any claims under such insurance policies
- 7.4 The Supplier shall give immediate written notice to Bentley in the event of any loss, accident or damage to the Equipment.
- 7.5 If the Supplier fails to effect or maintain any of the insurances required under this Contract, Bentley shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Supplier.
- 7.6 The Supplier shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Bentley and proof of premium payment to Bentley to confirm the insurance arrangements.

8. Price and payment

- 8.1 In return for the development, purchase, production of the Equipment and/or the provision of Equipment Services, Bentley shall pay the Price to the Supplier.

- 8.2 The Purchase Order may apportion the Price amongst specific Bentley items which make up the Goods to which the Equipment and/or Equipment Services relates..
- 8.3 In relation to the provision of Equipment, Unless otherwise agreed with Bentley and documented on the Purchase Order, the Supplier will invoice Bentley for the Price (or part thereof) when the Equipment to which the invoice will relate is confirmed by Bentley as being able to produce the relevant Goods to a standard capable of being utilised in its production with all the customer requirements being completely fulfilled (as further particularised in the Quality Documents). The Purchase Order may specify the date by which this standard is expected. The Supplier cannot raise an invoice unless the inventory process (Clause 4.12) has been completed.
- 8.4 In relation to the provision of Equipment Services, unless otherwise agreed with Bentley and documented on the Purchase Order, the Supplier will invoice Bentley for the Price (or part thereof) when the Equipment to which Equipment Services relates, is confirmed by Bentley as being able to produce the relevant Goods to a standard capable of being utilised in its production with all the customer requirements being completely fulfilled (as further particularised in the Quality Documents). Where the Equipment Services include the provision of new Equipment, the Supplier cannot raise an invoice unless the inventory process (Clause 4.12) has been completed in relation to that new Equipment.
- 8.5 No extra charges or increase in the Price shall be effective unless agreed in writing and signed. An increase in price will normally require a new purchase order.
- 8.6 The Price excludes amounts in respect of value added tax (**VAT**), which Bentley shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice. The Supplier will, on request, provide Bentley with all documentation (such as bills or delivery notes) that are reasonably required by Bentley to recover any VAT or other tax in respect of the Equipment.
- 8.7 Where relevant, the Supplier will provide all reasonable assistance to Bentley to facilitate a claim for relevant R&D tax incentives by Bentley. This could include, but is not limited to, providing information in respect of the work done in response to questions by Bentley, or providing financial data including relevant labour and material costs involved in the R&D.
- 8.8 The Supplier shall ensure that the invoice includes the date and number of the Purchase Order, the invoice number, the delivery note number, the Supplier's VAT registration number (where applicable) and any supporting documents that Bentley may reasonably require.
- 8.9 If a deduction or withholding of tax is required, Bentley shall pay any such amount to the relevant authority as is required by law and, upon request, shall provide the Supplier with an official receipt or certificate in respect of the payment if available.
- 8.10 If a reduced or nil rate of withholding tax is available under a relevant double taxation treaty, the parties shall provide all reasonable co-operation to make the relevant application/applications to achieve this.
- 8.11 Unless agreed otherwise, Bentley shall pay correctly rendered invoices by the last working day of the month following the month in which the Goods are received or in which the invoice for such Goods is received, whichever is the later. Payment shall be made to the bank account nominated in writing on letterhead (not email) by the Supplier.

- 8.12 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.
- 8.13 Bentley may at any time, without notice to the Supplier, set off any liability of the Supplier to Bentley against any liability of Bentley to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, Bentley may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Bentley of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

9. Intellectual Property Rights

- 9.1 All IPR whatsoever arising out of the fulfilment of this Contract, including without limitation all IPR developed jointly by the parties or by the Supplier (or its subcontractors) during the course of or for the purposes of manufacturing, acquiring or operating the Equipment and/or providing the Equipment Services along with any Deliverables shall belong to and upon their creation vest solely and absolutely in Bentley.
- 9.2 The Supplier, with effect from the date of its creation assigns to Bentley with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future IPR is not capable of such assignment, the Supplier shall as and when such IPR comes into existence:
- (a) hold such Intellectual Property on trust for Bentley;
 - (b) assign to Bentley, with full title guarantee and free from all encumbrances all of the right, title and interest in such IPR together with all the rights, powers and benefits arising or accrued from them.
- 9.3 The Supplier shall at the discretion and request of Bentley and at Bentley's expense execute any further documents, forms and authorisations anywhere in the World and perform any such acts or things as Bentley may require to enable Bentley to secure full legal title to the IPR and otherwise to secure the benefits of the rights assigned in this Clause 9 and to obtain registered protection in respect of the IPR.
- 9.4 The Supplier shall procure that its employees, agents and sub-contractors shall waive absolutely and irrevocably their moral rights granted under the Copyright, Designs and Patents Act 1988 or equivalent or analogous rights under laws of other jurisdictions in all IPR.
- 9.5 Notwithstanding the fact that all IPR shall belong to Bentley, it may be appropriate to name the employee/s and/or contractors as inventors as inventors on any IPR application. The Supplier shall provide Bentley with such names on request. The Supplier will be responsible for any applicable inventor remuneration.

- 9.6 Where in manufacturing or using the Equipment or providing the Equipment Services, the Supplier uses any Intellectual Property Right which is not specific to the Equipment or is licensed to the Supplier (“**Existing IPR**”) the Supplier shall grant to Bentley, or shall procure that Bentley is granted (without charge to Bentley and for the benefit of Bentley and its Affiliates) a perpetual, non-exclusive, royalty-free licence to use, adapt, maintain and support such Existing IPR. Such licence shall include the right for any person providing services to Bentley or any Affiliate to use, adapt, maintain and support such Existing IPR for the benefit of the Bentley or any of its Affiliates.
- 9.7 The Supplier shall keep Bentley indemnified in full on demand against any and all losses arising from or in connection with any infringement or alleged infringement of any IPR of any third party arising from the provision or use of the Equipment except to the extent (and only to the extent) that such infringement or alleged infringement arose directly from specifications, instructions or materials provided by Bentley to the Supplier for purposes of the Contract, provided that the Supplier shall not be entitled to the benefit of this exclusion:
- (a) if the Supplier did not act in accordance with such instructions or specifications or used such materials for purposes other than for which they were provided by Bentley;
 - (b) if as soon as the Supplier was aware or should reasonably have been aware that following such specifications or instructions or using such materials would or may infringe such IPR, it failed to take reasonable steps to inform the Bentley of this; and/or
 - (c) where the Supplier could reasonably have followed any such instructions or specifications or used such materials in a manner which did not infringe such IPR, it failed to do so.

10. Bentley materials

- 10.1 The Supplier acknowledges that all Bentley Materials and all rights in Bentley Materials are and shall remain the exclusive property of Bentley.
- 10.2 The Supplier shall keep Bentley Materials in safe custody at its own risk, maintain them in good condition until returned to Bentley and not dispose or use the same other than in accordance with Bentley's written instructions or authorisation. Bentley Materials must be clearly identifiable as belonging to Bentley and, wherever possible, kept separate to material belonging to others.
- 10.3 The Supplier shall at its expense return all Bentley Materials to Bentley on completion or termination of this Contract or sooner if requested by Bentley.
- 10.4 The Supplier shall insure the Bentley Materials against all risks in Bentley's name but at the expense of the Supplier.
- 10.5 All Bentley Materials shall be deemed to have been received by the Supplier in good condition unless Bentley has received written notice specify any defects or damage within twenty four hours of delivery to the Supplier.
- 10.6 The Supplier shall keep Bentley fully indemnified against all losses costs and expenses which Bentley may suffer as a result of any breach by the Supplier of this clause 10.

11. Indemnity

11.1 The Supplier shall indemnify Bentley 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 and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Bentley as a result of or in connection with:

- (a) any claim made against Bentley for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any loss incurred by Bentley (including any fines) as a result of the Supplier's breach of Clause 13 (Compliance);
- (c) any claim made against Bentley by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (d) any claim made against Bentley by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2 This clause 11 shall survive termination of the Contract.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during the Contract and for a period of 5 years after termination (or expiry) of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Notwithstanding the provisions of this Clause 12, Bentley shall be entitled to disclose any information, including Confidential Information, received from the Supplier and relating to the Goods to any company in the VW Group, and its agents and or contractors.

12.4 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.5 Unless stated otherwise in writing (not email) the Supplier shall not be permitted to use any Bentley trademarks or promote or otherwise refer to the fact that it is a supplier and/or has a commercial relationship with Bentley.

13. Compliance with relevant laws and policies

13.1 The Supplier shall take all reasonable steps to ensure that its directors, managers, employees, agents and subcontractors comply with the terms of this clause.

13.2 In performing its obligations under this Contract, the Supplier shall comply with all Applicable Laws and the Mandatory Policies.

13.3 Notwithstanding the generality of Clause 13.2, the Supplier shall:

- a) in so far as the parties share or process personal data (as defined by the General Data Protection Regulation ((EU) 2016/679 (“GDPR”)) ensure compliance with:
 - i. the Data Protection Act 2018 or any successor legislation;
 - ii. the GDPR and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK); and
 - iii. any other applicable data protection legislation;
- b) operate an equality, diversity and inclusion policy at all times and supply Bentley with a copy of its policy upon request. The Supplier shall comply with all legislation in relation to this including, but not limited to, the Equality Act 2010;
- c) comply with all relevant laws, regulations, codes and sanctions relating to anti-money laundering including but not limited to the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 and the Proceeds of Crime Act 2002;
- d) comply with all relevant laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010;
- e) comply with all relevant laws, regulations, codes and sanctions relating to modern slavery and human rights, including but not limited to, the Modern Slavery Act 2015, and the German Supply Chain Due Diligence Act “Lieferkettensorgfaltspflichtengesetz” (LkSG).

13.4 Unless confirmed otherwise by Bentley, the Supplier must comply with the VW Group Code of Conduct for Business Partners which is available on the VW Supply Portal and will supply a copy of the Code of Conduct to all relevant persons within its organisation.

13.5 Bentley is a member of the VW Group which has set requirements for sustainable development to be met by its business partners. These requirements can be found on the VW Supply Portal under the section Cooperation and sub-section Supply Chain Sustainability. The Supplier will at all times during the term of this agreement ensure that it is aware of these requirements and will comply with them.

13.6 The Supplier shall cooperate and support Bentley with complying with the due diligence requirements incumbent upon it. The Supplier may be subject to a Business Partner Due Diligence check, (BPDD IT-supported process), which is conducted prior to concluding a contract and renewed at regular intervals. The checks are carried out by Bentley and/or an Affiliate of Bentley.

- 13.7 The Supplier shall designate a person within its organisation to act as a single point of contact for Bentley in relation to compliance topics. This person shall undertake the training available under the section Cooperation and sub-section Supply Chain Sustainability on the VW Supply Portal or upon request to Bentley.
- 13.8 The Supplier will ensure that there are adequate operational measures in place within its organisation to ensure adherence to compliance obligations and to maintain a culture of compliance and integrity. Such measures should include (but are not necessarily limited to):
- (a) Ensuring that appropriate training is made available to and completed by all relevant persons within its organisation;
 - (b) Maintaining reasonable and understandable documentation of its compliance measures, including any records of training undertaken;
 - (c) Having controls in place to identify parties who are public officials and have in place for how to deal with them; and
 - (d) Having a method to enable people within its organisation to report any violation of compliance obligations (including those under this agreement) - for example by setting up an effective whistleblower system.
- 13.9 The Supplier shall comply with all reasonable instructions in relation to compliance topics issued by Bentley.
- 13.10 The Supplier shall notify Bentley immediately it suspects there to be a breach of this clause 13 'Compliance Obligations' or where the Supplier is subject to an audit and/or investigation by a governmental or regulatory body.
- 13.11 As part of the VW Group, Audi AG maintains a Whistleblower System on behalf of Bentley. The Supplier is requested to encourage people within their organisation to raise any concerns regarding violations of Applicable Law or misconduct by Bentley and/or complaints in relation to the LkSG supply chain due diligence obligations for human rights and the environment. The Supplier can access the information regarding the Whistleblower System, reporting channels, and the Ombudspersons on Bentley's corporate webpage or on request to Bentley.
- 13.12 The Supplier shall permit Bentley and/or its Affiliates (or a competent third party appointed by one of them), to check on the fulfilment of this clause 13 'Compliance Obligations' or conduct audits either remotely or in-person.
- 13.13 Where applicable, the Supplier shall make all payments to Bentley using the bank account nominated in accordance with Clause 8.11. Any deviation from this specified account shall be agreed in writing by Bentley prior to any payments being made. Cash payments or cash-like payments, in particular by cheque, are not permitted. Payments made by third parties on behalf of the Supplier are not permitted without prior written agreement from Bentley.
- 13.14 The Supplier agrees to promptly notify Bentley, the California Air Resources Board („CARB“) and the Attorney General of the State of California (the „California Attorney General“) when the Supplier providing, or performing work related to, engine control unit hardware or software has reason to believe that a Defeat Device, as defined in US Regulation 40 C.F.R. § 86.1803-01 and US Regulation 42 U.S.C. § 7522(a)(3)(B), has been included in, designed for or requested for a vehicle.

13.15 If the subject matter of this contract includes creating or modifying engine control unit software and that is anticipated to be the subject of any filing with CARB, the Supplier agrees to (a) disclose, in the documentation for the software, for; and to (b) maintain a change log of, any feature, that is known or reasonably should be known to detect emissions testing or function as an AECD (Auxiliary Emission Control Device), as defined in US Regulation 40 C.F.R. § 86.1803-01.

14. Audit

14.1 The Supplier shall maintain complete and accurate records relating to all matters relevant to the relationship between the parties described in the Contract including (but not limited to) the calculation of the Price and the quality of the Equipment, and compliance with the IT Security Requirements or Clause 13. Subject always to the confidentiality provisions of this Contract, Bentley and/or its appointed auditors (whether internal or external to Bentley) shall have the right, exercisable by fourteen (14) days' prior written notice given to the Supplier, to audit and take copies of such records.

14.2 Any such audit shall take place during normal business hours, with minimal disruption to the Supplier, and the Supplier shall provide to Bentley and/or its appointed auditors such reasonable co-operation, assistance and access as Bentley may require. The Supplier may, at its own expense, involve a person from its own auditors (whether internal or external to the Supplier) in such audit. Any such audit shall be conducted at the cost of Bentley.

14.3 Bentley shall establish the same right of audit in favour of Bentley in its contracts with third parties to whom it has subcontracted the performance of any obligations under this Contract with Bentley's consent.

15. Termination

15.1 Bentley may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice (not email), whereupon the Supplier shall discontinue all work on the Contract. Bentley shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2 Bentley may terminate the Contract for convenience on no less than three months written notice (not email).

15.3 Without limiting its other rights or remedies, Bentley may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- (b) the Supplier's conduct or relationship with any third party is such that in the reasonable opinion of Bentley, that relationship or conduct will be detrimental to the reputation or business of Bentley;
- (c) the Supplier 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), obtaining a moratorium, being wound up (whether

voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (d) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

15.4 On termination or expiry of the Contract, the Supplier shall immediately return all Bentley Materials. If the Supplier fails to do so, then Bentley may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination/expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination/expiry.

15.6 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.

16. Force majeure

16.1 Provided that it has complied with the requirements in clause 16.3, neither party shall be in breach of the Contract nor liable for a failure to perform any of its obligations under the Contract if such failure result from unforeseeable events, circumstances or causes beyond its reasonable control (a "Force Majeure Event").

16.2 In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

16.3 The party affected by the Force Majeure Event shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing (not by email) of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the period of delay or non-performance continues for 28 days, the party not affected may terminate the Contract by giving at least 14 days written notice (not email) to the affected party.

16.5 The corresponding obligations of party not affected by the Force Majeure Event (including those in relation to payment) will be suspended, and the time for performance of such obligations extended, to the same extent as those of the affected party.

17. General

17.1 Assignment and other dealings

- (a) Bentley may at any time 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 Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Bentley.

17.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent (not email) of Bentley. The Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 **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.

17.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing (not email) and signed by Bentley. Certain variations may require a new purchase order.

17.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

17.6 **Severance.** If any provision or part-provision of the Contract 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 this agreement. If any provision of the Contract is deemed deleted under this clause 16.11 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.

17.7 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing (not email) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.8 Third party rights.

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

17.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England.

17.10 Jurisdiction. 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 the Contract or its subject matter or formation.

Release date: September 2024.