



Schedule 2

LAST WORD MEDIA (UK) LIMITED CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday;

"**Commencement Date**" is the date the Services or Goods are supplied by the Supplier to the Customer;

"**Conditions**" means these conditions of contract;

"**Confidential Information**" means any information which would be regarded as confidential by a reasonable business person (including but not limited to commercial, financial or technical information, know-how or trade secrets, pricing information, Personal Data) or any information that has been identified as being confidential;

"**Confirmation Form**" means the Customer's order which refers to these Conditions;

"**Contract**" means the agreement between the Supplier and the Customer incorporating these Conditions, the Confirmation Form, and any schedules to the Confirmation Form;

"**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of management of the company;

"**Customer**" means the person who purchases the Deliverables from the Supplier and whose details are set out in the Confirmation Form;

"**Data Protection Legislation**" means subject to Condition 1.2.7, the Data Protection Act 1998 as amended, superseded or replaced from time to time;

"**Data Subject**" means a living individual to whom the Personal Data relates;

"**Deliverables**" means the Goods or Services or both as the case may be;

"**Force Majeure Event**" means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; terrorist attack, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's workforce;

"**Goods**" means any goods specified in the Confirmation Form to be supplied by the Supplier to the Customer;

"**Initial Term**" is defined in the Confirmation Form;

"**Intellectual Property Rights**" means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case whether registered or not including any applications to protect or register such rights, including all renewals and extensions of such rights or applications whether

vested, contingent or future to which the relevant party is or may be entitled, and in whichever part of the world existing;

"Personal Data" means any data that can be used to identify an individual;

"Process, Processing or Processed" means any operation or set of operations performed upon personal data or sets of personal data, whether or not by automated means, including the collection, recording, organisation, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, erasure or destruction;

"Renewal Term" is defined in the Confirmation Form;

"Services" means the services set out in the Confirmation Form to be supplied by the Supplier to the Customer and which may include event services, subscription services, advertising services, content services and/or research services;

"Supplier" means Last Word Media (UK) Limited (company number 05573633) whose registered office is at 150 Aldersgate Street, London, EC1A 4AB;

"Term" has the meaning given to it in Condition 3; and

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.

1.2 In these Conditions, unless the context otherwise requires:

1.2.1 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;

1.2.2 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.4 words in the singular include the plural and vice versa;

1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and

1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time (including without limitation, in relation to Data Protection Legislation, the implementation of the General Data Protection Regulation (EU 2016/679).

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.

3. TERM

3.1 Unless otherwise stated within the Confirmation Form, the Contract shall commence on the Commencement Date and shall remain in force until the Services have been performed in full and and/or the Goods have been delivered in full to the Customer at which point it shall

automatically terminate unless terminated or cancelled earlier in accordance with the Contract (the "**Term**").

- 3.2 All rights granted to the Customer by the Supplier under the Contract will end upon expiry or termination of the Contract.

4. CHARGES

- 4.1 The charges for the Deliverables shall be as set out in the Confirmation Form or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (the "**Charges**").

- 4.2 The Charges are exclusive of:

4.2.1 customs, duties, taxes and levies payable in relation to the Deliverables; and

4.2.2 VAT.

- 4.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

- 4.4 The Customer shall reimburse the Supplier for any costs it incurs on the Customer's behalf and at the Customer's request in accordance with Condition 5, including but not limited to travel, accommodation, printing, room hire costs and any other costs associated with the Deliverables and not included within the Charges.

- 4.5 The Supplier reserves the right to increase the Charges for subscription services by providing written notice to the Customer no less than two (2) months prior to the expiry of the Initial Term or any Renewal Term in effect. After receiving such notice, the Customer shall be entitled to terminate the Contract with effect from the expiry of the Initial Term or the applicable Renewal Term by providing not less than one (1) month's written notice to the Supplier. If the Supplier does not receive such notice from the Customer within this period, the Customer shall be deemed to accept the increase.

5. PAYMENT

- 5.1 Subject to Condition 5.2, the Customer shall pay all invoices in cleared funds, in full without deduction or set-off to the bank account nominated by the Supplier within thirty (30) days of the date of the invoice.

- 5.2 Invoices for event services are payable:

5.2.1 within thirty (30) days of the date of the invoice; or

5.2.2 the date of the event described in the Confirmation Form

whichever is the earliest.

- 5.3 Invoices for content services may at the discretion of the Supplier in respect of a longer delivery term be invoiced as 50% on signature of contract and 50% on delivery with invoices payable subject to Condition 5.1.

- 5.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date the Supplier may, without limiting its other rights, charge interest on such sums at 5% a year above the base rate of Coutts Bank from time to time in force, and interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

6. DELIVERY AND PERFORMANCE

- 6.1 The Deliverables shall be delivered by the Supplier in accordance with the dates set out in the Confirmation Form (or as otherwise agreed between the parties). The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.

- 6.2 The Supplier shall not be liable for any delay in or failure of performance caused by a Force Majeure Event, or by the Customer's failure to: (i) make any location available, (ii) make a location available which is fit for purpose (iii) provide the Supplier with adequate instructions,

details or materials for performance or delivery (iv) make staff available (v) comply with the customer obligations contained in Condition 9.

- 6.3 The Customer may notify the Supplier that the Deliverables have not been completed in accordance with the Contract within seven (7) days following the delivery date stated in the Confirmation Form. If the Supplier does not receive such notice from the Customer within this period, the Supplier shall be deemed to have completed the Deliverables in accordance with the Contract.

7. RISK AND TITLE

Where the Supplier provides Goods to the Customer, risk in the Goods will pass to the Customer upon delivery. The Supplier shall be entitled to retain title in the Goods until payment is received in full.

8. WARRANTIES

Supplier's warranties

- 8.1 The Supplier warrants as far as possible that, on delivery, the Deliverables shall:
- 8.1.1 conform in all material respects with the description detailed in the Confirmation Form;
 - 8.1.2 (for Goods) be free from material defects in design, material and workmanship;
 - 8.1.3 (for Goods), be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 8.1.4 (for Services), be supplied with reasonable care and skill; and
 - 8.1.5 be fit for purpose and any purpose held out by the Supplier and set out in the Confirmation Form.
- 8.2 The Supplier shall, at its option, correct, repair, remedy, re-perform or refund the charges for the Deliverables that do not comply with Condition 8.1, provided that the Customer:
- 8.2.1 serves a written notice on Supplier not later than five (5) Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of latent defects; and
 - 8.2.2 such notice specifies that some or all of the Deliverables do not comply with Condition 8.1 and identifying in sufficient detail the nature and extent of the defects; and
 - 8.2.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Deliverables.
- 8.3 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Deliverables.
- 8.4 Except as set out in this Condition 8:
- 8.4.1 the Supplier gives no warranty and makes no representations in relation to the Deliverables; and
 - 8.4.2 shall have no liability for their failure to comply with the warranty in Condition 8.1,

and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the maximum extent permitted by law.

Customer's warranties

- 8.5 The Customer warrants that:
- 8.5.1 it has full capacity and authority to enter into the Contract;
 - 8.5.2 it will ensure that the details set out in the Confirmation Form are complete and accurate;
 - 8.5.3 it will co-operate with the Supplier in all matters relating to the performance of the Contract;
 - 8.5.4 it will provide the Supplier with such information and materials as the Supplier may require in order to supply the Deliverables; and ensure that such information is accurate in all material respects; and
 - 8.5.5 any agent instructed to represent it has full authority to bind the Customer and the Customer acknowledges that it remains liable for all acts, representations and agreements of the agent, including the payment of all monies due under the Contract, and that the agent shall have no rights under the Contract.

9. CUSTOMER OBLIGATIONS

The Customer shall comply with the following obligations in relation to the Deliverables:

Subscription and other research services

- 9.1 The Customer shall not reproduce or distribute any section of the future flows report or any other report, content or data provided by the Supplier for external use without the Supplier's prior consent.

Content services

- 9.2 The Customer shall comply on a timely basis with all reasonable requests from the Supplier, provide the Supplier with the information it requires and provide materials that are fit for use as well as making staff and facilities available as required for delivery of the content services contracted for. If content services to be delivered include digital elements produced by the FinPix team (including but not limited to video, web platforms, online tools, apps and infographics) then additional conditions apply for that purpose which can be found here: <http://finpix.tv/finpix-terms-of-business/>.

Advertising services

- 9.3 The Customer shall submit advertising materials at least five (5) days before the Commencement Date in accordance with the Supplier's prevailing advertising criteria and specifications (including content limitations, agreed technical specifications, policies and material due dates). Details of the Supplier's advertising criteria and specifications can be found here: <http://www.lastwordmedia.com/advertising-specifications>. If advertising material is received late, the number of impressions booked will be reduced on a pro rata basis for every twenty-four (24) hours that the copy is supplied after the Commencement Date. (e.g. if the advertising material is provided two (2) days late for a campaign that is due to serve one hundred thousand (100,000) impressions in a ten (10) day period, the number of impressions will be reduced by twenty thousand (20,000). There will be no reduction in the Charges payable.

Event services

- 9.4 The Customer agrees to:
- 9.4.1 sponsor and support the event and to participate in the event to the extent agreed between the parties or set out in this Confirmation Form;
 - 9.4.2 comply, and ensure that its personnel comply, with all reasonable requests from the Supplier in relation to the event;

- 9.4.3 submit at least two choices of potential topic for each presentation, unless previously agreed by Last Word Media;
 - 9.4.4 ensure that all materials, documents, services and products promoted, published, distributed or sold by or on behalf of the Customer at or in association with the event are fit for their intended use and comply with all applicable law;
 - 9.4.5 ensure that its personnel and guests vacate the event rooms or area by the time specified by the Supplier (and in the event that it does not, the Customer shall be responsible for any additional charges incurred by the Supplier at its request);
 - 9.4.6 be responsible for all transport, accommodation, meals and other arrangements for its personnel that are not expressly stated to be covered by the Supplier in the Confirmation Form; and
 - 9.4.7 not utilise any event slot for any persons other than those stated in the Confirmation Form without the Supplier's prior written agreement.
- 9.5 The Customer acknowledges that:
- 9.5.1 The Supplier will be freely entitled to enter into any sponsorship arrangement with any third party without being in breach of any provision of the Contract;
 - 9.5.2 delegates at the event expect to hear fund management comment on market issues, therefore speakers may not come from either the sales or marketing departments without prior arrangement with the Supplier; and
 - 9.5.3 access to the rooms used for the event or the supply of services cannot be provided before the time specified by the Supplier.

10. CANCELLATION

Event services

- 10.1 The Customer shall be entitled to cancel the event services at any time prior to the event taking place. If the Customer cancels the event services, it shall not be entitled to a refund of the Charges if these have already been paid. Where the Charges have not been paid at the time of cancellation, the Customer shall be required to pay the Charges to the Supplier in accordance with Condition 5.
- 10.2 The Supplier shall be entitled to cancel the event services prior to the event taking place:
 - 10.2.1 where there is insufficient support for the event; or
 - 10.2.2 where a Force Majeure Event occurs.

Advertising services

The Customer may cancel the advertising services without cause by giving written notice not less than six (6) weeks prior to the agreed date of publication of the advertisement (the 'Cancellation Date'). Cancellation will be effective when written notice is received by Last Word Media. If the Customer fails to provide the Supplier with written notice of cancellation of the advertisement by the Cancellation Date, the Customer shall remain liable for payment of the Charges.

11. TERMINATION

- 11.1 Either party may terminate the Contract
 - where the other party commits a material breach of its obligations under the Contract and (where such breach is capable of remedy) does not remedy such breach within thirty (30) days of written notice given to it by the other party specifying such breach and requiring its remedy. A breach shall be deemed to be capable of remedy if it can be remedied in all respects other than time of performance.
- 11.2 The Supplier may terminate the Contract immediately if the Customer:

- 11.2.1 becomes or seeks to become the subject of a voluntary arrangement under section 1 Insolvency Act 1986; or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income; or has passed a resolution for its winding up; or has a petition presented to any court for its winding-up or for an administration order; or if any distraint, execution or other process is levied or enforced on any property of the other and is not paid out, withdrawn or discharged within seven (7) days or is subject to any of the proceeding events in any jurisdiction in which it operates; or
 - 11.2.2 undergoes a change of Control.
- 11.3 The Customer may terminate the Contract:
- 11.3.1 in accordance with Condition 18 or:
 - 11.3.2 for subscription services, the Customer may terminate the Contract by giving not less than one (1) month's notice, such notice to expire at the end of the Initial Term or any Renewal Term then in effect.
- 11.4 On termination of the Contract for any reason:
- 11.4.1 the Supplier shall promptly invoice the Customer for all Deliverables supplied to the Customer but not yet invoiced; and
 - 11.4.2 the parties shall within five (5) Business Days and at their own cost return any materials of the other party then in its possession or control.
- 11.5 Notwithstanding the termination of this Contract, the following Conditions shall survive termination: clauses 5, 7, 11.4, 15.

12. INSURANCE

The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

13. LIMITATION OF LIABILITY

- 13.1 The extent of the Supplier's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Condition 13.
- 13.2 Subject to Conditions 13.5 and 13.6, the Supplier's total liability under the Contract shall not exceed the sum of the total amounts paid or payable for the Deliverables.
- 13.3 Subject to Conditions 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses or any losses arising from any instructions or information supplied by the Customer which are inaccurate, incomplete, incorrect, illegible or in the wrong form or arising from any other act or omission of the Customer.
- 13.4 Subject to Conditions 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 13.4.1 loss of profit;
 - 13.4.2 loss of data;
 - 13.4.3 loss of use;
 - 13.4.4 loss of production;
 - 13.4.5 loss of contract;
 - 13.4.6 loss of opportunity;

- 13.4.7 loss of savings, discount or rebate (whether actual or anticipated); or
- 13.4.8 harm to reputation or loss of goodwill.
- 13.5 The limitations of liability set out in Conditions 13.2 to 13.4 shall not apply in respect of any indemnity given by either party under the Contract.
- 13.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 13.6.1 death or personal injury caused by negligence; or
 - 13.6.2 fraud or fraudulent misrepresentation; or
 - 13.6.3 any other losses which cannot be excluded or limited by applicable law.

14. INTELLECTUAL PROPERTY

- 14.1 Unless otherwise stipulated in the Confirmation Form, the Customer acknowledges that all Intellectual Property Rights provided, made available or developed by the Supplier in relation to the provision of the Deliverables shall vest in and be owned by the Supplier and the Supplier will license all such rights to the Customer free of charge and on a non-exclusive basis to such extent necessary to enable the Customer to make reasonable use of the Deliverables. If the Contract expires or is terminated for any reason, this licence will automatically terminate.
- 14.2 The Customer acknowledges that where the Supplier does not own any Intellectual Property Rights used in the performance of the Deliverables, the Customer's use is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor/licensors on such terms as will enable the Supplier to license such rights to the Customer.
- 14.3 The Customer confirms that:
 - 14.3.1 it owns or is solely entitled to use any documents, literature, trademarks and any other material supplied to the Supplier by or on behalf of the Customer in relation to the Contract ("**Customer Material**");
 - 14.3.2 the Supplier's use of the Customer Material in relation to the provision of the Deliverables will not infringe the Intellectual Property Rights of any third party; and
 - 14.3.3 it will indemnify the Supplier in respect of all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the Supplier's use of the Customer Material infringes any Intellectual Property Rights or other rights of any third party.

15. CONFIDENTIALITY

- 15.1 Both parties shall keep in strict confidence all Confidential Information relating to the other and shall only use the same as required to perform the Contract. Both parties will restrict disclosure of the others Confidential Information to such of its employees, agents or subcontractors as they need to know for the purpose of discharging their obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to the same obligations of confidentiality which bind the parties, at all times being responsible for such persons' compliance with the terms of this Condition.
- 15.2 This Condition shall not apply to:
 - 15.2.1 any information which was in the public domain at the Commencement Date;
 - 15.2.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 15.2.3 information received independently from a third party with the full right to disclose; or

- 15.2.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

16. ANTI-BRIBERY

- 16.1 Each party shall:

- 16.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"); and
- 16.1.2 have and shall maintain in place throughout the Term its own policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

17. DATA PROTECTION

- 17.1 The Supplier and the Customer shall ensure that they comply in all respects with the provisions of Data Protection Legislation in relation to all information made available to each other throughout the Term.

- 17.2 The Supplier may need to use Personal Data provided by the Customer in order to book accommodation, and travel arrangements on behalf of the Customer's staff, officers, contacts and clients. Personal Data may also need to be used within marketing materials produced by the Supplier. Where Personal Data is used in this way or Processed in any other way necessary to provide the Deliverables the Supplier shall:

- 17.2.1 only process the Personal Data for the Term, to the extent necessary for the provision of the Deliverables and in accordance with the Customer's instructions;
- 17.2.2 ensure that its employees, representatives and authorised sub-processors (<https://www.lastwordmedia.com/suppliers>) comply with the terms of Confidentiality contained in Condition 15;
- 17.2.3 implement and maintain all appropriate technical and organisational security measures during the Term to protect the Personal Data against accidental or unlawful destruction, loss, alteration, disclosure or access;
- 17.2.4 not appoint sub-processors to Process the Personal Data on its behalf without the prior consent of the Customer;
- 17.2.5 comply with any request from the Customer requiring the Supplier to amend, transfer, correct or delete or block access to Personal Data;
- 17.2.6 only transfer Personal Data to countries outside the European Economic Area that are recognised as having an adequate level of protection, or ensure adequate safeguards are put in place;
- 17.2.7 provide the Customer with all relevant information relating to its data Processing activities upon request and provide reasonable assistance to the Customer in completing its legal notifications to regulators;
- 17.2.8 promptly notify the Customer of any requests received from an individual to delete, release, correct or block Personal Data Processed under the Contract and any accidental loss, alteration unauthorised disclosure or access to Personal Data; and
- 17.2.9 at the Customer's request, upon the expiry or termination of the Contract, promptly return or destroy the Personal Data held by the Supplier.

- 17.3 The Customer shall ensure it obtains all necessary consents, authorisations and permissions from Data Subjects permitting the Processing of Personal Data by the Supplier.

18. FORCE MAJEURE

- 18.1 The Supplier shall not be deemed to be in breach of these Conditions or incur any liability whatsoever to the Customer to the extent that the non-performance, part-performance or

delay in the provision of the Deliverables or failure to perform any obligation under the Contract is caused by a Force Majeure Event.

- 18.2 Should a Force Majeure Event continue for a period in excess of ninety (90) days then the Customer may give the Supplier written notice to terminate the Contract.

19. DISPUTE RESOLUTION

- 19.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this Condition 19.
- 19.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include information as to the nature of the dispute.
- 19.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 19.3.1 Within seven (7) days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
- 19.3.2 If the dispute has not been resolved within seven (7) days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven (7) days to discuss the dispute and attempt to resolve it.
- 19.4 If the dispute has not been resolved within fourteen (14) days of the first meeting of the chief executives (or equivalent) under clause 19.3.2 then the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute referring the dispute to mediation. A copy of the referral should be sent to CEDR. The mediation will start not later than fourteen (14) days after the date of the ADR notice. The commencement of mediation will not prevent the parties commencing or continuing court proceedings.

20. NOTICES

- 20.1 Any notice or other communication given by a party under these Conditions shall:
- 20.1.1 be in writing;
- 20.1.2 be signed by, or on behalf of, the party giving it; and
- 20.1.3 be sent to the relevant party at the address set out in the Confirmation Form.
- 20.2 Notices may be given, and are deemed received:
- 20.2.1 by hand or post: on receipt of a signature at the time of delivery;
- 20.2.2 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- 20.2.3 by email: on receipt of a delivery or a read receipt.
- 20.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with Condition 20.1.

21. GENERAL

- 21.1 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

- 21.2 No failure or delay by the Supplier in exercising any of its rights, powers or remedies provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 21.3 If any provision of the Contract is held by any court or other competent authority to be illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision of the Contract shall not be affected.
- 21.4 The Customer shall not be entitled to assign, transfer, subcontract or encumber any right or obligation under the Contract to any third party without the Supplier's prior written consent.
- 21.5 The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 21.6 The rights and remedies provided in the Contract for the Supplier are cumulative and not exclusive of any rights and remedies provided by law.
- 21.7 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 21.8 A person who is not a party to the Contract shall not have any rights under the Contracts (rights of third parties) Act 1999 to enforce any provisions of the Contract.
- 21.9 The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes and claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.10 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).