

## Novo-K Limited Terms & Conditions

### 1. Interpretation

- 1.1 Throughout this agreement the following words and phrases shall have the following meanings unless inconsistent with the context, as expressly indicated to the contrary or as agreed otherwise by the parties in writing.

**Available Services:** means the services as listed in Schedule 1 under this agreement.

**Call-Off:** means the mechanism for placing a business requirement based on either duration and/or value by a Customer, such details of the “Call-Off” shall be contained within Schedule 1 - the Schedule of Work schedule.

**Charges:** means the invoice value to the Customer.

**Client:** means a client of the Customer, on whose behalf the Available Services are required, as noted in the relevant Schedule of Work.

**Confidential Information:** in relation to each party, means all information in respect of the business and financing of that party including any ideas, business methods, finances, prices, businesses, financial, marketing, development or manpower plans, customer lists or details, computer systems and software, know-how or other matters connected with the services marketed, provided or obtained by that party and information concerning either party's relationship with actual or potential members or customers or any other third party and the needs and requirements of such persons

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer:** as defined in 'Parties'.

**Customer Data:** all documents, information, items and materials in any form (whether owned by the Customer, the Client or a third party), which are provided by the Customer to the Supplier in connection with the provision of Available Services.

**Commencement date:** has the meaning set out in clause 2.1

**Data Protection Legislation:** means The Data Protection Act 2018 which is the UK's implementation of the General Data Protection Regulation ("the GDPR") and any regulations made pursuant to it; any other laws and regulations relating to the processing of personal data and privacy which apply to a Party and if applicable, the guidance and codes of practice issued by any competent data protection supervisory body.

**Deliverables:** any outputs of the Available Services to be provided by the Supplier to the Customer as specified in a Schedule of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Available Services (excluding the Supplier's Equipment).

**Insolvency Event:** means an event where a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

**Intellectual Property Rights:** means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.

**Law:** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body

**SCC:** the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU.

**Schedule of Work:** means a completed and signed Call-Off Schedule as illustrated in Schedule 1.

**Supply Agreement:** means the conditions of contract (thus the Call-Off or Schedule of Work however defined,) for the supply of the Available Services to a Customer.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Customer and used directly or indirectly in the supply of the Available Services, including any such items specified in a Schedule of Work.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 This agreement shall be binding on, and endure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.11 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.

## **2. Commencement and duration**

- 2.1 This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 16, until either party gives to the other party written notice to terminate. Such notice shall expire on the completion of all Schedules of Work entered into before the date on which notice is served.
- 2.2 On completion of the Schedules of Work entered into before the notice to terminate is received, the Customer shall pay the Supplier for the Available Services delivered as per clause 8.
- 2.3 If there are no uncompleted Schedules of Work as at the date notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.
- 2.4 The parties shall not enter into any further Schedules of Work after the date on which notice to terminate is served under clause 2.1.
- 2.5 The Customer may procure any of the Available Services by agreeing a Schedule of Work with the Supplier pursuant to clause 3.
- 2.6 The Supplier shall provide the Available Services from the date specified in the relevant Schedule of Work.

## **3. Schedule of Work**

- 3.1 Each Schedule of Work shall be agreed in the following manner:
- the Customer shall ask the Supplier to prepare a draft Schedule of Work for Available Services required by the Customer;
  - within 2 Business Days of the Customer's request, the Supplier shall notify the Customer of any additional information it reasonably requires in order to prepare a Schedule of Work;

- within 2 Business Days of receipt of the required information from the Customer, the Supplier shall provide the Customer with the draft Schedule of Work requested;
- the Supplier and the Customer shall discuss and agree that draft Schedule of Work; and
- both parties shall sign the final Schedule of Work when it is agreed.

- 3.2 Once a Schedule of Work has been agreed and signed in accordance with clause 3.1(e), no amendment shall be made to it except in accordance with clause 7 or clause 20.
- 3.3 Each Schedule of Work shall be part of this agreement and shall not form a separate contract to it.
- 3.4 The Schedule of Work will be in the format as per Schedule 1 of this agreement.

#### **4. Publicity**

- 4.1 The Customer shall not without the prior written consent of NOVO-K advertise or publicly announce that it is using the Services of NOVO-K, nor shall it divulge any information pertaining to the Agreement.
- 4.2 All media and external communications (such as press releases), relating to the Available Services supplied or potentially supplied pursuant to this agreement must be approved by NOVO-K in writing prior to release, and NOVO-K reserves the right in its absolute discretion to provide material for inclusion in such communications.
- 4.3 NOVO-K shall provide the media contact and respond to all media requests regarding this agreement unless a prior arrangement is made in writing with the Customer.
- 4.4 The arrangements and agenda for any events held as part of, as a result of or to promote this agreement must be agreed in writing by NOVO-K. NOVO-K reserves the right to provide representation at any event. NOVO-K shall, in its absolute discretion, have final approval over all materials published, broadcast or delivered.

## 5. Supplier's responsibilities

### 5.1 The Supplier shall:

- provide the Available Services and the Deliverables in accordance with the Schedule of Work;
- ensure that the Available Services and Deliverables will conform in all respects with the Schedule of Work and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;
- perform the Available Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Available Services are of the best quality and are free from defects in workmanship, installation and design;
- co-operate with the Customer in all matters relating to the Available Services, and comply with the Customer's reasonable instructions;
- before the date on which the Available Services are to start, obtain and maintain during the term of the relevant Schedule of Work, all necessary licences and consents and comply with all relevant legislation in relation to the Available Services;
- hold all Customer Data in safe custody at its own risk, maintain such Customer Data in good condition until returned to the Customer, and not dispose of or use the Customer Data other than in accordance with the Customer's written instructions or authorisations;
- not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier; and
- comply with any additional reasonable obligations imposed on it as set out in a Schedule of Work.

- 5.2 In relation to the Supplier's personnel, the Supplier shall ensure that all personnel involved in the provision of the Available Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this agreement.

## **6. Customer's obligations**

- 6.1 The Customer shall:

- co-operate with the Supplier in all matters relating to the Available Services;
- provide access to the Customer's data and other information as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of delivering the Available Services; and
- provide to the Supplier all documents, information, items and materials required under a Schedule of Work.

## **7. Change control**

- 7.1 Either party may propose changes to the scope or execution of the Available Services, but no proposed changes shall come into effect until an updated Schedule of Work has been signed by both parties. The Schedule of Work will be in the prescribed format as sampled in Schedule 1.
- 7.2 If the Customer wishes to make a change to the Available Services:
- it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft revised Schedule of Work; and
  - the Supplier shall, within 3 Business Days of receiving the Customer's request at clause 7.2(a), provide a draft revised Schedule of Work to the Customer
- 7.3 If the Supplier wishes to make a change to the Available Services, it shall provide a draft Schedule of Work to the Customer. .

7.4 If the Supplier submits a draft Schedule of Work in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Available Services, the Customer shall not unreasonably withhold or delay consent to it.

7.5 If the parties:

- agree to a revised schedule of Work, they shall sign it; or
- are unable to agree a revised Schedule of Work, the Customer may terminate the relevant Schedule of Work, with no liability to pay the Supplier any fees that would have become due, had the Schedule of Work continued for its agreed duration.

## **8. Charges and payment**

8.1 In consideration of the provision of the Available Services by the Supplier, the Customer shall pay the charges as agreed in the Schedule of Work.

8.2 The Charges detailed in Schedule 1 are subject to review at least annually.

8.3 Requests for services not detailed in the Available Services at Schedule 1 will be priced on application and subject to agreement in the form of a signed Schedule of Work prior to provision of services.

8.4 The Charges are calculated on a fixed price basis, the amount of those charges shall be set out on the invoice as detailed in the Schedule of Work.

8.5 The Supplier shall invoice the Customer for the Charges at the intervals specified in the Schedule of Work, or on the achievement of the Milestones indicated as per the Schedule of Work. If no intervals are specified, the Supplier shall invoice the Customer at the end of each month for Available Services performed during that month.

8.6 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier.



- 8.7 If the Customer fails to make a payment due to the Supplier under this agreement by the due date then, without limiting the Supplier's remedies under clause 16, the Customer 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 day 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 that base rate is below 0%.
- 8.8 If the Customer disputes a payment in good faith, then the interest payable under clause 8.7 is only payable after the dispute is resolved on sums found or agreed to be due, from 5 days after the dispute is resolved until payment.

## **9. Intellectual property rights**

- 9.1 In relation to the Customer Data:
- the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Data; and
  - the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Data for the term of this agreement for the purpose of providing the Available Services to the Customer.
- 9.2 All Intellectual Property Rights in the Deliverables shall vest automatically in the Customer upon their creation and the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.3 The Supplier warrants that the receipt, use and onward supply of the Available Services and the Deliverables by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.

## 10. Anti-bribery and anti-corruption

10.1 Both the Supplier and Customer shall:

- comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
- not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- immediately notify either Party to this agreement if a foreign public official becomes an officer or employee of the Party or acquires a direct or indirect interest in the Party and both the Supplier and Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
- ensure that all persons associated with the agreement or other persons who are performing Available Services in connection with this agreement comply with this Clause 10.

10.2 For the purpose of this Clause 10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

10.3 In the event of any breach of this clause 10 by either party, either party shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement in accordance with clause 16.

## **11. Insurance**

During the term of this agreement the Supplier and the Customer shall maintain in force, with a reputable insurance company, such insurances as is required to cover its potential liabilities under this agreement and, on either Parties request, produce the insurance certificate giving details of cover.

## **12. Compliance with laws and policies**

In performing its obligations under this agreement, the Supplier and Customer shall comply with the Applicable Laws and the either Party will inform the other Party as soon as it becomes aware of any changes in those Applicable Laws.

## **13. Data protection**

- 13.1 The parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer and/or the relevant Client can be either/or and also both or several in certain circumstances to be that of a controller, processor or sub-processor and the Supplier can equally perform as a controller and/or processor and/or sub-processor, in any circumstances or combination.
- 13.3 Without prejudice to the generality of clause 13.1, the Customer will (where it is acting as the Controller) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 13.4 Without prejudice to the generality of clause 13, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

- process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- not transfer any personal data outside of the European Economic Area (EEA) unless the prior written consent of the Customer has been obtained. Where such consent is granted, the Supplier may only process or permit the processing of personal data outside the EEA under the following conditions:
  - (i) the Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Supplier must identify in the relevant Schedule of Work the territory that is subject to such an adequacy finding; or
  - (ii) the Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Supplier must identify in the relevant Schedule of Work the territory that is subject to such an adequacy finding;or

- assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- notify the Customer without undue delay on becoming aware of a personal data breach;
- at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data;
- maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and

(i) indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause 13.

- 13.5 If any personal data transfer between the Customer and the Supplier requires execution of SCC in order to comply with the Data Protection Legislation (where the Customer is the entity exporting personal data to the Supplier outside the EEA), the parties will complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.
- 13.6 All personal data that the Supplier may use will be collected, processed, and held in accordance with UK data protection legislation and NOVO-K's rights thereunder.
- 13.7 For complete details of the Supplier's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of NOVO-K's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice available from <https://www.novo-k.com/privacy-policy-2/>.

## **14. Confidentiality**

- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
  - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
  - as may be required under the provisions of the Freedom of Information Act 2000.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **15. Limitation of liability**

- 15.1 Nothing in this agreement shall:
- limit or exclude the Supplier's or the Customer's liability for:
    - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
    - (ii) fraud or fraudulent misrepresentation; or
    - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.
- 15.2 Subject to clause 15.1:

- either party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
- the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 100% of the total charges paid by the Customer under the relevant Schedule of Work that gave rise to the liability.

15.3 The rights of the Customer under this agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

## 16. Termination

16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 business days after being notified in writing to do so;
- the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- the other party is subject to an Insolvency Event;
- any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1(b); or
- the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.2 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- the Supplier commits a breach of clause 12; and
- there is a change of control of the Supplier.

## 17. Consequences of termination

### 17.1 On termination or expiry of this agreement:

- the Customer shall pay all Charges due under the open Schedules of Work for the Available Services delivered, whether they are partially or fully delivered;
- the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Data;
- the following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Intellectual property rights), clause 14 (Confidentiality), clause 15 (Limitation of liability), clause 17 (Consequences of termination), clause 21 (Waiver), clause 23 (Severance), clause 25 (Conflict), clause 30 (Governing law) and clause 31 (Jurisdiction).

17.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 18. Force majeure

18.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;



- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts;
- non-performance by suppliers or subcontractors; and
- interruption or failure of utility service.

18.2 Provided it has complied with clause 18.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

18.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

18.4 The Affected Party shall:

- as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing 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
- use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

18.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

## **19. Assignment and other dealings**

Neither Party shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **20. Variation**

Subject to clause 6 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **21. Waiver**

- 21.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

## **22. Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **23. Severance**

- 23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1 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.

## **24. Entire agreement**

- 24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **25. Conflict**

- 25.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules of Work, the provisions of this agreement shall prevail.

## **26. No partnership or agency**

- 26.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **27. Third party rights**

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

## **28. Notices**

- 28.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- delivered by pre-paid first-class registered post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - sent by email to the address specified in the Schedule of Work.
- 28.2 Any notice or communication shall be deemed to have been received:
- if sent by pre-paid first-class registered post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; and
  - if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 28.2(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 28.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **29. Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **30. Governing law**

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

### **31. Jurisdiction**

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

## Schedule 1

### Goods & Services:

The following table provides the CPV Codes for all Services provided by Novo-K Limited through the G-Cloud framework. The applicable Services based on the buyer selection through the framework shall be added below, as per the table given herein:

Services	CPV Codes
<b>BuyingStation</b>	<b>48490000</b> – (Procurement software package)
<b>Procurement Review and Diagnostics</b>	<b>72268000</b> – (Software supply services)
<b>Procurement Review and Diagnostics</b>	<b>79418000</b> – (Procurement consultancy services)
<b>Procurement Tool Kit</b>	<b>79419000</b> – (Evaluation consultancy services)
<b>Contract Management &amp; Tool Kit</b>	<b>79994000</b> – (Contract administration services)
<b>Third Party Onboarding and Due Diligence</b>	<b>79410000</b> – (Business and management consultancy services)
<b>Novo-K Cyber+</b>	<b>72212730</b> – (Security software development services)
<b>Procurement Office Admin Support</b>	<b>75100000</b> – (Administration services)
<b>Spend Analysis – Data Categorisation and BI Dashboards</b>	<b>72212441</b> – (Financial analysis software development services)

Services	CPV Codes
<b>Spend Analysis – Opportunity Assessment</b>	<b>72212441</b> – (Financial analysis software development services)
<b>Low Value Tender and Tail Programme Delivery</b>	<b>79996000</b> – (Business organisation services)
<b>High Value, High Risk Tender delivery</b>	<b>79418000</b> – (Procurement consultancy services)
<b>IT Procurement Strategy</b>	<b>79418000</b> – (Procurement consultancy services)
<b>Procurement, PR to PO, Support Services</b>	<b>79996000</b> – (Business organisation services)