

TERMS AND CONDITIONS

These Terms and Conditions (these “**Terms**”) govern the terms on which **Sierra Nevada Corporation Mission Systems UK**, a company incorporated in England and Wales under number 09980940 whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR (“**SNCMSUK**”) appoints Associates (as defined below) to carry out the Associate Work (as defined below). These Terms, together with any documents referred to herein, shall together constitute the contract between SNCMSUK and the Associate setting out the terms upon which the Associate shall carry out the Associate Work (the “**Agreement**”).

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

Associate: means the independent provider engaged by SNCMSUK to provide the Associate Work in accordance with this Agreement;

Associate Work: means, in relation to a particular Order, as defined in “Schedule 1 – Scope of Work”;

Associate Work Period: means, in relation to a particular Order, the period from the date that Order is accepted in accordance with clause 4.2 below to the earlier of:

- (a) completion of the Associate Work set out in that Order; or
- (b) termination of this Agreement in accordance with its terms;

Background IPR: Intellectual Property Rights owned by or licensed to a Party prior to the Effective Date of this Agreement or developed by that Party independently of this Agreement and without use of the other Party’s Confidential Information.

Business Day: means a day other than a Saturday, Sunday or public holiday when banks are generally open for non-automated business in London;

Confidential Information: means all non-public information (whether oral, written or in electronic form and whether or not marked or otherwise indicated as confidential) given to or otherwise obtained by one Party about the other’s business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and clients, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that Party, but excluding the information set out in the clause 9.3;

Customer: means the customer whose details are set out in the Order;

Foreground IPR: Intellectual Property Rights created specifically for and funded under this Agreement. For the avoidance of doubt, any code, software, or artefacts within the SNCMSUK.* namespace shall constitute Foreground IPR;

Insurance Threshold: means the required level of the Associate’s insurance cover in respect of Professional Indemnity, Employers’ Liability and Public Liability, as stipulated by SNCMSUK and set out in the Order or otherwise in writing;

Intellectual Property Rights: means copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights, rights in data, domain names, rights in software (including source code and object code),

and any similar or related intellectual property and other rights of whatever nature and, in each case, whether registered or unregistered, including all applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing;

Main Contract: means the contract entered into between SNCMSUK and the Customer for the provision of the Work to the Customer, relevant details of which, if applicable to this Agreement, are set out in the Order;

Marks: means the registered and unregistered trademarks of SNCMSUK, together with any associated goodwill or reputation therein, as set out in the Order or as otherwise notified in writing to the Associate by SNCMSUK from time to time (if any);

Order: means SNCMSUK's purchase order, service request or other written document which incorporates these Terms by reference and/or to which these Terms are attached or otherwise appended;

Parties: means SNCMSUK and the Associate, and **Party** shall mean either one of them;

Payments: means the sums (including fees and expenses, as applicable) to be paid by SNCMSUK to the Associate as specified in the Order;

Representative(s): means, in respect of each Party:

- (a) the person(s) whose name(s) are listed in the Order as its representative(s); and/or
- (b) any of its directors, members, partners, employees, consultants, agents, representatives or professional advisers engaged in the performance or supervision of the Work and/or the Associate Work; and/or
- (c) any other person who has been previously notified in writing by one Party to the other as being that Party's Representative for the purposes of this definition;

Restricted Customer: means any person who, during the Restricted Period, was:

- (a) a client or customer of SNCMSUK for the purposes of SNCMSUK providing that client or customer with goods or services of an identical or similar nature to any goods or services provided by SNCMSUK, or to be provided on SNCMSUK's behalf, as part of the Work (each a "**Client**"); or
- (b) a prospective client or customer with whom SNCMSUK had engaged in meaningful dialogue with a view to that prospective client or customer becoming a Client within the Restricted Period.

Restricted Employee: means a person employed or engaged, or otherwise acting on behalf of either Party, for a continuous period of three (3) months, or a person previously employed or previously engaged (provided that they had been employed or engaged for a continuous period of three (3) months prior to the date on which their employment or engagement ceased), and such employment or engagement has ceased to exist for a continuous period of less than 6 (6) months, who: (i) was employed or engaged in the provision of the Work for the Associate Work; or (ii) who had material contact with the other Party with respect to the Work or Associate Work; provided, however, such person is not an 'administrative' personnel;

Restricted Period: has the meaning given in clause 14.1; and

Work: means the work contracted to be provided by SNCMSUK to the Customer under the Main Contract.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 references to each gender includes the others;
 - 1.2.2 references to singular and plural each includes the other;
 - 1.2.3 references to clauses are to clauses of this Agreement;
 - 1.2.4 references to “**persons**” include individuals, unincorporated bodies, government entities, companies and corporations;
 - 1.2.5 the words “**including**” or “**includes**” mean including or includes without limitation;
 - 1.2.6 general words are not limited by example;
 - 1.2.7 clause headings do not effect their interpretation;
 - 1.2.8 “**writing**” includes manuscript, telexes, facsimiles, emails, communications in Braille, and other permanent forms of communication;
 - 1.2.9 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; and
 - 1.2.10 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.
- 1.3 In the event of a conflict arising between the terms of this Agreement and those of the Main Contract the terms of the Main Contract shall prevail.
- 1.4 In the event of a conflict between the provisions of an Order and those of these Terms, the provisions of the Order control and take precedence over the provisions of these Terms but these Terms are not otherwise amended, waived or released.
- 2. Application of these terms**
- 2.1 These Terms apply to the Agreement and supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Associate’s quotation, sales conditions, confirmation of order, specification or other document shall form part of the Agreement except to the extent that SNCMSUK otherwise agrees in writing.
- 2.3 No variation of these Terms or to an Order or to the Agreement shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of SNCMSUK.
- 3. Agreement by Associate**
- 3.1 The Associate acknowledges that SNCMSUK has entered into the Main Contract with the Customer for the delivery of the Work, and accordingly the Associate agrees to be bound by and comply with the terms of this Agreement in order to assist SNCMSUK to fulfil its obligations to the Customer under the Main Contract.
- 3.2 This Agreement shall, subject to earlier termination in accordance with clause 11, last for the Associate Work Period and any variation to the Associate Work Period must be agreed in accordance with the amendment process set out in clause 19.2 below.

4. Ordering

- 4.1 SNCMSUK shall submit the Order to the Associate requesting the Associate to provide the Associate Work set out in the Order. The Order shall be accompanied by these Terms and the Order and these Terms together shall constitute this Agreement.
- 4.2 The Associate shall be deemed to have accepted the Order, and the Agreement shall come into effect between the Parties, on the earlier of:
- 4.2.1 the Associate confirming in writing to SNCMSUK that the Order is accepted; and
 - 4.2.2 the Associate carrying out the Associate Work (or any part of it) set out in the Order.

5. The Associate Work

- 5.1 The Associate Work shall be carried out by the Associate and/or its Representatives, as applicable, in accordance with the Order as accepted by the Associate under clause 4.2 above.
- 5.2 Without prejudice to the generality of clauses 3 and 5.1, in respect of the Order (as accepted by the Associate under clause 4.2 above) the Associate agrees, and shall procure that its Representative(s) agree (as applicable):
- 5.2.1 to undertake the Associate Work;
 - 5.2.2 in the performance of the Associate Work, to collaborate (include attending meetings where applicable) with, co-operate with, and act in accordance with the reasonable instructions of:
 - (a) SNCMSUK and its Representatives; and
 - (b) where applicable, the Customer and any duly authorised representative thereof; and
 - 5.2.3 to the extent that the performance of SNCMSUK's obligations to the Customer under the Main Contract are dependent on the Associate satisfactorily carrying out the Associate Work, to do (or procure the doing of) all such further acts and things and provide all such further assistance under the terms of this Agreement as may be reasonably required by SNCMSUK to assist SNCMSUK in fulfilling its obligations to the Customer under the Main Contract.
- 5.3 The Associate acknowledges and agrees that SNCMSUK relies on the skill and judgment of the Associate and/or its Representatives in the provision of the Associate Work and the performance of its/their obligations under this Agreement.

6. Time

- 6.1 Unless expressly stated otherwise, time shall be of the essence for any time, date or period set out in the Order that relates to an obligation, duty or responsibility of the Associate.
- 6.2 Subject to clause 6.1, unless expressly stated otherwise time is not of the essence for any time, date or period in this Agreement.

7. Payment

- 7.1 Subject to the Associate performing its obligations under this Agreement satisfactorily (including authorisation by the Customer) and within any applicable timescales set out herein or otherwise agreed in writing between the Parties, SNCMSUK agrees to pay the Associate the Payments for the Associate Work in accordance with this clause 7.

- 7.2 The Payments include all applicable taxes and duties, and shall be payable against submission of invoices from the Associate.
- 7.3 Invoicing shall occur on achievement and delivery of the milestone(s) set out in Schedule 1, supported by a short Milestone Report summarising completed outputs. Where no milestone falls within a calendar month, no monthly invoice is required.
- 7.3.1 Milestone Reports shall be reviewed promptly. Acceptance shall not be unreasonably withheld or delayed and shall be deemed given five (5) Business Days after delivery absent written notice of non-conformance with reasonable particulars.
- 7.4 Invoices shall be sent for the attention of SNCMSUK's applicable Representatives and, unless agreed otherwise in writing (including in the Order), SNCMSUK shall pay the Associate's valid invoice by thirty (30) days from receipt of such valid invoice.
- 7.4.1 Valid milestone invoices are payable within seven (7) days of receipt. If required to align with SNCMSUK policy, the Parties agree that payment may alternatively be set at fourteen (14) days). Confirmation shall be applied on the Purchase Order.
- 7.5 Each invoice shall be signed by an authorised Representative of the Associate to confirm that the sums claimed have been properly incurred solely for the purposes of performing the Associate Work.
- 7.6 On expiry or termination of this Agreement the Associate shall, if SNCMSUK so requests, submit to SNCMSUK a final statement of all sums which it has claimed under this Agreement which is similarly authenticated by its authorised Representative.
- 7.7 The Associate undertakes to maintain good and accurate records of all sums claimed under this Agreement for inspection by SNCMSUK's Representatives as and when reasonably required by SNCMSUK.
- 8. Intellectual property**
- 8.1 Nothing in this Agreement shall affect the ownership of any Intellectual Property Rights ("IPR") owned or licensed by either Party prior to the Effective Date ("Background IPR").
- 8.2 All Background IPR belonging to or licensed to SNCMSUK, including trademarks, trade names, software, designs, documentation, and technical information (together the "SNCMSUK IP"), shall remain the sole property of SNCMSUK or its licensors.
- 8.3 All Background IPR belonging to the Associate shall remain the property of the Associate or its licensors.
- 8.4 SNCMSUK grants to the Associate a non-exclusive, non-transferable, revocable licence to use such elements of the SNCMSUK IP as are necessary solely for the performance of the Associate Work under this Agreement, for the duration of the Associate Work Period, and subject to the terms herein.
- 8.5 The Associate grants to SNCMSUK (and, where required, the Authority) a perpetual, non-exclusive, royalty-free licence (with the right to sublicense) to use any Associate Background IPR as is necessary to enable the use, maintenance, support, and modification of the Deliverables and to fulfil SNCMSUK's obligations under the Prime Contract.
- 8.6 Each Party shall ensure that any third-party IPR incorporated within the Deliverables is appropriately licensed for the intended use by SNCMSUK and the Authority.
- 8.7 Where Foreground IPR cannot be used without the Associate's Background IPR, the Associate shall ensure that SNCMSUK and the Authority are granted a corresponding licence on fair and reasonable terms sufficient to exercise the rights granted above.

- 8.8 When SNCMSUK IP is made available to the Associate, the Associate shall (and shall ensure its Representatives shall):
- 8.8.1 use such SNCMSUK IP only for the purpose of performing the Associate Work;
 - 8.8.2 comply with all instructions, branding, and quality requirements issued by SNCMSUK;
 - 8.8.3 not register, or seek to register, any trade mark, business name, or domain name incorporating or resembling any SNCMSUK IP;
 - 8.8.4 not take any action that may prejudice or invalidate SNCMSUK's rights or goodwill in its IP; and
 - 8.8.5 notify SNCMSUK immediately upon becoming aware of any actual or threatened infringement of SNCMSUK IP.
- 8.9 The rights and obligations set out in this Clause 8 shall survive expiry or termination of this Agreement for any reason.
- 8.10 The Associate agrees that, to the extent required for SNCMSUK to comply with its obligations under the Prime Contract, the Authority shall have the same rights in relation to the Foreground IPR and any licensed Background IPR as are granted to SNCMSUK under this Agreement.

9. Confidential information

- 9.1 In the event of either Party (the "**Disclosing Party**") making available to the other (the "**Receiving Party**") Confidential Information, the Receiving Party shall maintain the confidentiality of such Confidential Information, and shall not disclose it to any third party other than its Representatives that need to know the Confidential Information to allow or assist the Receiving Party to fulfil its obligations under this Agreement.
- 9.2 If the Receiving Party uses the services of sub-contractors, agents or other representatives to perform its obligations in respect of the Associate Work or the Work then, unless expressly agreed otherwise in writing by the Disclosing Party, the Receiving Party shall promptly and diligently ensure that such sub-contractors, agents or other representatives sign a written undertaking agreeing to abide by the same conditions of confidentiality as are set out in this Agreement.
- 9.3 The obligations in clause 9.1 shall not apply to data or information which the Receiving Party can clearly demonstrate:
- 9.3.1 was known to the Receiving Party otherwise than under any obligation of confidentiality prior to disclosure; or
 - 9.3.2 was in or enters the public domain through no fault of the Receiving Party; or
 - 9.3.3 becomes available to the Receiving Party by an unconnected third party with the lawful right to make such a disclosure;
 - 9.3.4 has been independently developed or conceived by it; or
 - 9.3.5 is required to be disclosed by law, regulation or order of a court of competent jurisdiction ("**Operation of Law**").
- 9.4 If required to make a disclosure by Operation of Law, the Receiving Party shall, if lawfully able, immediately notify the Disclosing Party in writing of any request or requirement for disclosure and of all relevant surrounding circumstances. If the Receiving Party is unable so to notify the Disclosing Party before such disclosure is required it shall, if lawfully able, notify the Disclosing

Party immediately after the disclosure has been made. The Receiving Party shall use all reasonable and lawful endeavours to resist any requirement for disclosure (and to assist the Disclosing Party in resisting the requirement for disclosure) and to maintain the confidentiality of the Confidential Information.

10. Liability

10.1 Nothing in this Agreement shall exclude or restrict either Party's liability for:

10.1.1 fraud;

10.1.2 death or personal injury resulting from the negligence of a Party or its employees while acting in the course of their employment; or

10.1.3 any other liability that cannot be limited or excluded by law.

10.2 Subject to clause 10.1, the total aggregate liability of either Party to the other, whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise, arising out of or in connection with this Agreement, shall not exceed one hundred and fifty percent (150%) of the total contract value.

10.3 Subject to clause 10.1, neither Party's liability under this Agreement shall extend to any:

10.3.1 loss of profits, loss of revenue, loss of business, loss of goodwill, loss of contracts, loss of anticipated savings, loss of production or loss of or corruption to data; or

10.3.2 special, indirect or consequential loss or damage whatsoever.

10.4 The limits on liability in this clause 10 shall not apply to any indemnities set out in this Agreement, including under clause 18.4 (Relationship).

11. Termination

11.1 Notwithstanding the Associate Work Period, this Agreement may be terminated by SNCMSUK giving a minimum of seven (7) days' written notice to the Associate, receipt of which must be acknowledged in writing.

11.2 SNCMSUK may terminate this Agreement at any time by giving notice in writing to the Associate if the Associate:

11.2.1 commits a material breach of this Agreement and such breach is not remediable;

11.2.2 commits a material breach of this Agreement which is capable of remedy but which is not remedied within ten (10) Business Days of receiving written notice which specifies the breach and requires the breach to be remedied;

11.2.3 becomes insolvent or if an order is made or a resolution is passed for the winding up of the Associate (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Associate's assets or business, or if the Associate makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, or becomes subject to any events or circumstances analogous to those in this clause 11.2.3 in any jurisdiction.

11.3 If the Associate becomes aware that any event has occurred, or circumstances exist, which may entitle SNCMSUK to terminate this Agreement under this clause 11, it shall immediately notify SNCMSUK in writing.

11.4 This Agreement will terminate forthwith if the Main Contract is terminated.

12. Consequences of termination

12.1 In the event of termination by SNCMSUK, either:

- 12.1.1 the Associate shall repay to SNCMSUK any unexpected balance from the sums paid to it under clause 7 above after it has deducted all outstanding and unavoidable commitments which it has incurred in undertaking the Associate Work up to the date of such termination, as the case may be; or
- 12.1.2 SNCMSUK agrees to pay the Associate a reasonable sum in accordance with this Agreement to cover any expenditure incurred and unavoidable commitments entered into in undertaking the Associate Work up to the date of such termination, as the case may be.

12.2 Where SNCMSUK:

- 12.2.1 has the right to terminate (in whole or in part) this Agreement as a result of a material breach by the Associate; and
- 12.2.2 then makes other arrangements for the supply of the Associate Work,

SNCMSUK may recover from the Associate the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by SNCMSUK throughout the remainder of the Associate Work Period provided that SNCMSUK shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by SNCMSUK to the Associate until SNCMSUK has established the final cost of making those other arrangements.

12.3 Save as otherwise expressly provided in this Agreement, termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry.

13. Insurance

- 13.1 The Associate undertakes, during the Associate Work Period and for a period of three (3) years thereafter, to maintain at its own cost such insurance policies with reputable insurance companies as are required to cover against all its liabilities and indemnities that may arise in undertaking the Associate Work under the terms of this Agreement.
- 13.2 The Associate undertakes that it will not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under clause 13.1 (including non-payment of any premium).
- 13.3 To the extent permitted by the applicable insurance conditions, the Associate must provide to SNCMSUK upon request sufficient evidence of the existence and details of the insurance cover that it is obliged to have and maintain under clause 13.1.
- 13.4 The Associate must notify SNCMSUK immediately if any of the insurance cover required under clause 13.1 lapses or is denied.

14. Non-solicitation

- 14.1 Except as otherwise expressly agreed between the Parties in writing, neither Party for the duration of this Agreement or for a period of twelve (12) months after completion of the Associate Work or termination of this Agreement, whichever is earlier (the “**Restricted Period**”), shall, directly, by or through itself, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

- 14.1.1 solicit or induce, or endeavour to solicit or induce any Restricted Employee of the other Party; or
- 14.1.2 employ or engage or offer to employ or engage a Restricted Employee of the other Party without the written consent of the other Party save that either Party may employ or engage any Restricted Employee of the other Party who has responded directly to a bona fide recruitment drive, wither through an agency or advertisement in the press and not directly or indirectly as a result of any solicitation or inducement by the other Party.
- 14.2 For the purpose of clause 14.1 “**solicit**” or “**induce**” means the soliciting or inducing of such Restricted Employee with a view to engaging such Restricted Employee as an employee, director, sub-contractor or independent contractor.
- 14.3 Except as otherwise expressly agreed between the Parties in writing, the Associate for the duration of this Agreement or during the Restricted Period shall not, directly, by or through itself, its agent or otherwise, whether for its own benefit or for the benefit of any other person, deal with, seek, solicit or induce the custom of any Restricted Customer at any time during the Restricted Period; or
- 14.4 For the purpose of clause 14.3 “**deal with**”, “**seek**” “**solicit**” or “**induce**” means the dealing with on commercial terms, seeking (in any way) to deal with on commercial terms, soliciting or inducing the customer of such Restricted Customer with a view to providing that Restricted Customer with goods or services of a type supplied by SNCMSUK.
- 15. Force majeure**
 - 15.1 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party.
 - 15.2 The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
 - 15.3 If such circumstances continue for a continuous period of more than two (2) months, either Party may terminate this Agreement by written notice to the other Party.
- 16. Notices**
 - 16.1 Notices under this Agreement will be in writing and sent to the relevant Party's address above. Alternatively, notices may be sent to any address or email address as previously notified in writing by a Party to the other for the purposes of this clause 16.
 - 16.2 Notices may be given, and will be deemed received:
 - 16.2.1 by first class post: two (2) Business Days after posting;
 - 16.2.2 by airmail: seven (7) Business Days after posting;
 - 16.2.3 by hand: on delivery;
 - 16.2.4 by e-mail: on receipt of a delivery confirmation notification from the correct email address of the intended recipient confirming that the notice has been sent to that email address.
 - 16.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged, as the case may be.

17. Entire agreement

- 17.1 This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement.
- 17.2 Each Party acknowledges that it places no reliance on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement.
- 17.3 Nothing in the clause limits or excludes any liability for fraud or fraudulent misrepresentation.

18. Relationship

- 18.1 The Parties are independent businesses and not partners, principal and agent, or employer and employee, or in any relationship of trust, or in any other relationship other than the contractual relationship set out in this Agreement, and neither Party (not any Representative thereof) shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 18.2 The Associate may, with the prior written approval of SNCMSUK and subject to clause 18.3, appoint a suitably qualified and skilled substitute to perform the Associate Work instead of the Representatives, provided that the substitute shall, if required by SNCMSUK, enter into direct undertakings with SNCMSUK, including with regard to confidentiality. If a substitute is appointed under this clause the Associate shall take all reasonable steps to procure that the substitute is appointed promptly (and in an event within any reasonable period specified by SNCMSUK in writing) so as to guarantee consistency of service provision to SNCMSUK.
- 18.3 The Parties acknowledge that the Representatives (and any substitute appointed under clause 18.2) may decide on their hours of work, work location and method of working ensuring at all times that the Associate Work is carried out in accordance with the provisions of the Agreement.
- 18.4 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Associate shall, both during and after the Associate Work Period, be fully responsible for and shall indemnify SNCMSUK and the Customer for and in respect of:
- 18.4.1 any income tax, national insurance, VAT or any other appropriate deductions that the appropriate authorities deem are proper and payable in respect of the Associate Work or this Agreement; and
 - 18.4.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses relating thereto) brought by any Representative of the Associate against SNCMSUK and/or the Customer arising out of or in connection with the Associate Work; and
 - 18.4.3 any proceeding, claim or demand by HMRC or other appropriate statutory authority in respect of any employment-related financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions.

19. General

- 19.1 Assignment – save for any Associate Work to be carried out by a Representative of the Associate in accordance with the terms of this Agreement, the Associate may not otherwise assign, delegate, sub-contract, charge, mortgage or otherwise transfer any right or obligation under this Agreement in whole or in part without SNCMSUK's prior written consent, which shall not be unreasonably withheld. SNCMSUK may, in its discretion, assign, delegate, sub-contract, charge, mortgage or otherwise transfer any right or obligation under this Agreement without requiring the Associate's consent.

- 19.2 Amendment – this Agreement may only be amended in writing signed by duly authorised representatives of the Parties. Such amendment will only take effect when signed by duly authorised representatives of both Parties.
- 19.3 Survival – provisions which either expressly provide or by their very nature are intended to survive termination of this Agreement shall do so.
- 19.4 Waiver – unless otherwise agreed in writing, no delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy.
- 19.5 Further assurance – each Party will, at its own cost, do all further acts and execute all further documents as are reasonably necessary to give effect to this Agreement.
- 19.6 Severance – if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 19.7 Announcements – neither Party shall issue or make any public announcement or disclose any information regarding this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
- 19.8 Third parties – no term of this Agreement is intended to confer a benefit on a third party who is not a party to it.

20. Governing law and jurisdiction

- 20.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 20.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the parties hereto have executed Subcontract SNCMSUK/XX, to be effective as of the date of signature below:

Signed for and on behalf of:	
Sierra Nevada Corporation Mission Systems UK Limited	
Signature:	
Name:	
Position:	
Date:	
XXXX	
Signature:	
Name:	
Position:	
Date:	

Schedule 1 – Scope of Work

TBD