



Consultancy Services Terms & Conditions

Version: 2.0

Last Updated: 23rd October 2025

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in the Contract.

1.1 Definitions

Affiliate: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party.

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

Business Hours: the period from 8.30 am to 5.00 pm on any Business Day.

Change: a change to the scope, nature, volume or execution of the Services under the Contract.

Change Control Note: the written record of any Change agreed or to be agreed by the parties under clause 6.

Charges: the fees payable for the Services, as set out in the Proposal.

Commencement Date: the date described as the "Commencement Date" in the Proposal.

Conditions: these conditions from clause 1 (Interpretation) to clause 24 (Jurisdiction).

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.1.

Contract: the agreement between the parties for the provision of the Services comprising the Proposal, these Conditions and Mizorix's DPA as the same may be amended from time to time in accordance with clause 6 and/or clause 16.

Contract Year: each 12-month period starting on the Commencement Date or any anniversary of it.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **Controls** and **Controlled** shall be interpreted accordingly.

Customer: the organisation named as the "customer" in the Proposal.

Customer Materials: all documents, information, software, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to Mizorix in connection with the Services, including the items provided pursuant to clause 4.1(c).

Deliverables: the output(s) of the Services and any other documents, products, designs, software, reports, specifications, plans and other materials and all materials embodying them in whatever form, including hard copy and electronic form, prepared or developed by Mizorix and provided to the Customer by Mizorix in connection with the Services.

End Date: the date described as the "End Date" in the Proposal.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mizorix: Mizorix Ltd, a company incorporated in England and Wales under company number 15497538 and having its registered office at 20 Wenlock Road, London, N1 7GU.

Mizorix's DPA: Mizorix's Data Processing Agreement made available to the Customer by Mizorix online at www.mizorix.com/dpa-toms as may be amended from time to time in accordance with the Contract.

Mizorix Fee Rates: Mizorix's fee rates as may be set out in the Proposal, or, if not specified in the relevant Proposal, as agreed between the parties in writing.

Mizorix Personnel: all employees, workers, agents, consultants, contractors and other representatives of Mizorix, or any of its subcontractors, who are engaged in the performance of the Contract from time to time.

Permitted Purpose: has the meaning given to it in clause 10.4(a).

Proposal: Mizorix's proposal which identifies, amongst other things, the description of the Services, the Commencement Date, the Charges and the Term and which is signed by Mizorix and the Customer in connection with the provision of the Services.

Representatives: has the meaning given to it in clause 10.2.

Reseller: any person that has an agreement with the Customer from time to time in connection with the Services in respect of which the Customer has agreed to pay such person, instead of Mizorix, for the Services.

Restricted Person: any company or person employed or engaged by Mizorix or any of its Affiliates during the Term who has been engaged in the provision of the Services or the management of the Contract on behalf of Mizorix or any of its Affiliates either as principal, agent, employee, independent contractor or in any other form of employment or engagement including any individual engaged by Mizorix or any of its Affiliates through their own personal service company.

Services: Mizorix's consultancy services as set out in the Proposal and such other services as may be agreed by the parties pursuant to clause 6.

Term: the term of the Contract pursuant to clause 2.

Third Party Materials: all documents, information, software, items and other materials in any form belonging to a third party (other than an Affiliate of either party) which Mizorix receives and/or uses in connection with the Services.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause headings do not affect the interpretation of these Conditions.
- 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** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 References to clauses are to the clauses of these Conditions.

- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 If there is an inconsistency between any of the provisions of these Conditions and the Proposal, these Conditions shall prevail.

2. Commencement and duration

The Contract shall commence (or be deemed to have commenced) on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the End Date, when it terminates automatically without notice. The parties may agree from time to time to extend the Term pursuant to clause 6.

3. Mizorix's responsibilities

Mizorix shall:

- (a) use reasonable endeavours to provide the Services, and deliver the Deliverables, to the Customer in accordance with the Proposal in all material respects;
- (b) use reasonable endeavours to meet any performance dates specified the Proposal but these dates are estimates only;
- (c) maintain all licences, consents and permissions needed to supply the Services in accordance with the Contract, excluding any licences, consents and permissions that the Customer is responsible for maintaining under the Contract or should reasonably be responsible for maintaining; and
- (d) appoint a manager in respect of the Services. That person shall have authority to contractually bind Mizorix on all matters relating to the Services (including by signing Change Control Notes). Mizorix shall use reasonable endeavours to ensure that the same person acts as Mizorix's manager throughout the Term, but Mizorix may replace that person from time to time where reasonably necessary in the interests of Mizorix's business.

4. Customer's obligations

4.1 The Customer shall:

- (a) co-operate with Mizorix in all matters relating to the Services and shall ensure that its employees, workers, agents, consultants, contractors, other representatives and suppliers shall co-operate with Mizorix in all matters relating to the Services;
- (b) appoint a manager in respect of the Services. That person shall have authority to contractually bind the Customer on all matters relating to the Services (including by signing Change Control Notes);
- (c) provide Mizorix, in a timely manner, with all documents, data, information and materials reasonably required by Mizorix to provide the Services, including any items specified the Proposal, and ensure that they are accurate and complete;
- (d) obtain and maintain all licences, consents and permissions that are necessary to enable Mizorix to provide the Services;
- (e) respond promptly to any reasonable requests from Mizorix for instructions or approvals required to provide the Services; and
- (f) comply with any additional responsibilities of the Customer as set out in the Proposal or agreed by the parties from time to time.

4.2 If Mizorix's performance of its obligations under the Contract is prevented or delayed as a result of any breach of the Contract by (or any other wrongful act or omission of) the Customer or any of its personnel, agents, consultants or other suppliers (**Customer Cause**), Mizorix shall not be liable for any delay or non-

performance of the Services arising out of or otherwise attributable to the Customer Cause, and, without prejudice to any other right or remedy it may have, Mizorix shall be:

- (a) allowed an extension of time to perform its obligations equal to the delay caused by the Customer Cause;
- (b) entitled to payment of the Charges despite its performance being prevented or delayed; and/or
- (c) entitled to recover any losses, including additional costs, incurred as a result of the Customer Cause.

5. Non-solicitation

5.1 During the Term and for a period of 12 months after the termination or expiry of the Contract, the Customer covenants with Mizorix for itself, and as agent for each of its Affiliates, that it shall not (and shall procure that its Affiliates shall not), without the prior written consent of Mizorix:

- (a) solicit or entice away from Mizorix (or from any of Mizorix's Affiliates); or
- (b) attempt to solicit or entice away from Mizorix (or from any of Mizorix's Affiliates); or
- (c) directly or indirectly employ or engage or otherwise facilitate the employment or engagement of, any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at the staff of Mizorix and/or any of its Affiliates.

5.2 Without prejudice to any other right or remedy Mizorix may have, if the Customer commits any breach of this clause 5, Customer shall, on demand, pay to Mizorix a sum equal to:

- (a) one year's basic salary that was payable by Mizorix or any of its Affiliates, as the case may be, to the Restricted Person; or, if the Restricted Person was not paid a salary;
- (b) the average monthly fee that was payable by Mizorix or any of its Affiliates, as the case may be, for the Restricted Person's services during the relevant Restricted Person's engagement with Mizorix or any of its Affiliates, as the case may be, multiplied by twelve,
plus the recruitment costs incurred by Mizorix or any of its Affiliates, as the case may be, in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate business interests of Mizorix and its Affiliates.

6. Change control

6.1 Either party may submit a written request for Change to the other party in accordance with this clause 6 but no proposed Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

6.2 A Change Control Note shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Charges;
- (c) any expenses and/or third party costs;
- (d) the timetable for the Services and any relevant extension of the Term; and
- (e) any of the other terms of the Proposal.

6.3 The parties may agree to a Change, as set out in the relevant Change Control Note, in writing by signing the relevant Change Control Note. If the parties agree in writing to a Change, the relevant Change Control Note shall amend the Proposal.

7. Charges and payment

- 7.1 In consideration of the provision of the Services by Mizorix, the Customer shall pay the Charges.
- 7.2 Where the Charges are calculated on a basis other than a fixed price, the charges payable for the Services shall be calculated in accordance with the Mizorix Fee Rates. Where this clause 7.2 applies:
- (a) daily fee rates are calculated on the basis of an 7.5 hour day, worked during Business Hours. Mizorix shall charge on a pro rata basis for part days worked by Mizorix Personnel during Business Hours; and
 - (b) subject to the Customer's prior written consent, Mizorix may charge for work outside Business Hours at increased Mizorix Fee Rates; and
 - (c) Mizorix shall ensure that Mizorix Personnel complete time sheets to record time spent on the Services, and Mizorix shall indicate the time spent per person in its invoices.
- 7.3 Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in the Proposal.
- 7.4 The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following the submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals (including the Mizorix Personnel) whom Mizorix engages in connection with the Services; and
 - (b) the cost to Mizorix of any materials or services procured by Mizorix from third parties other than the relevant Mizorix Personnel for the provision of the Services,
- in either case as such items and their cost are set out in the Proposal and/or as may be approved by the Customer in advance from time to time.
- 7.5 Mizorix may increase the Charges and/or the Mizorix Fee Rates on an annual basis with effect from each anniversary of the Commencement Date by giving written notice to the Customer of such increase and its percentage. Such increase shall be by no more than 5% or, if greater, the latest available figure for the percentage increase in the Consumer Prices Index from each anniversary of the Commencement Date.
- 7.6 Mizorix shall invoice the Customer for the Charges and its expenses and/or third party costs at the intervals specified in the Proposal. If nothing is so specified in the Proposal, Mizorix shall invoice the Customer at the end of each month for Services performed and any expenses and/or third party costs incurred during that month.
- 7.7 The Customer shall pay each invoice submitted to it by Mizorix within 30 days of the date of the invoice to a bank account nominated in writing by Mizorix from time to time.
- 7.8 Notwithstanding clause 7.4 and clause 7.6, Mizorix may invoice any third party costs to the Customer at times and on payment terms as are necessary to ensure that Mizorix receives funds from the Customer in time to pay each relevant third party when its invoice falls due. The Customer shall pay each invoice under this clause 7.8 in accordance with its payment terms.
- 7.9 Without prejudice to any other right or remedy that Mizorix may have, if the Customer fails to pay Mizorix any sum due under the Contract by the due date:
- (a) the Customer shall pay interest on the overdue amount at a monthly rate of 1.5%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) Mizorix may suspend all or part of the Services until payment has been made in full.

- 7.10 All sums payable to Mizorix under the Contract:
- (a) are payable in the currency offered by Mizorix;
 - (b) are non-cancellable and non-refundable;
 - (c) are exclusive of VAT and the Customer shall, in addition, pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (d) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.11 The Customer acknowledges and agrees:
- (a) where it has an agreement with a Reseller, Mizorix shall invoice the Reseller, and not the Customer, for any Charges incurred by the Customer, provided that Mizorix may at any time:
 - (i) reissue and resubmit (plus any interest) to the Customer any invoices submitted to the Reseller by Mizorix in accordance with clause 7.11(a) that have not been paid promptly by the Reseller (regardless of any reason for such non-payment); and/or
 - (ii) if Mizorix is of the reasonable opinion that its invoice(s) shall not be paid promptly by the Reseller, opt to invoice the Customer, instead of the Reseller,and the Customer shall pay all such invoices in accordance with clause 7.7.

8. Intellectual Property Rights

- 8.1 Mizorix and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Customer Materials and/or Third Party Materials contained within them.
- 8.2 Subject to clause 8.4 and Mizorix receiving payment of all Charges attributable to the Deliverables, Mizorix grants to the Customer a non-exclusive, royalty-free, non-transferable, perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and Deliverables in its business.
- 8.3 The Customer shall not sub-licence, assign or otherwise transfer the rights granted in clause 8.2 to any person, including to any Affiliate, without Mizorix's prior written consent.
- 8.4 The Customer acknowledges that Mizorix may need to include Third Party Materials which cannot be licensed on the terms of clause 8.2 within the Deliverables. Mizorix shall grant to the Customer a licence (at the Customer's cost) to use any Third Party Materials included in the Deliverables on the terms permitted by the third party. The Customer shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials.
- 8.5 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials. The Customer grants Mizorix a non-exclusive, royalty-free licence to use, copy and modify the Customer Materials during the Term for the purpose of providing the Services to the Customer. Mizorix may grant sublicences of the Customer Materials to its subcontractors (including relevant Mizorix Personnel) and other suppliers where necessary for the performance of the Services.
- 8.6 Mizorix:
- (a) warrants that the supply, receipt and use of the Deliverables by the Customer shall not infringe the Intellectual Property Rights of any third party;
 - (b) shall not be liable under the warranty in clause 8.6(a) to the extent that the actual or alleged infringement arises from:
 - (i) the use of Customer Materials and/or Third Party Materials in the development of, or the inclusion of Customer Materials and/or Third Party Materials in, any Deliverables;
 - (ii) any changes made to the Deliverables without Mizorix's prior written consent;

- (iii) compliance with the Customer's specifications or instructions for the development of the Deliverables;
- (iv) the use of the Deliverables in combination with any other materials not supplied or approved in writing by Mizorix; or
- (v) the use of the Deliverables for a purpose or in a manner not authorised in writing by Mizorix or the failure of the Customer to adhere to Mizorix's instructions for the use of the Deliverables.

8.7 The Customer:

- (a) warrants that the supply, receipt and use of the Customer Materials in the performance of the Contract by Mizorix and its Affiliates shall not infringe the rights, including the Intellectual Property Rights of any third party; and
- (b) shall not be liable under the warranty in clause 8.7(a) to the extent that any actual or alleged infringement arises from the use of the Customer Materials for a purpose or in a manner not authorised by the Customer.

9. Data protection

Both parties shall comply with Mizorix's DPA in connection with Mizorix's processing of any personal data on the Customer's behalf, and Mizorix's DPA is hereby incorporated by reference.

10. Confidentiality

10.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the Commencement Date in connection with the Contract, including any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, assets, affairs, customers, clients, suppliers, or plants, intentions or market opportunities of the disclosing party; and
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (including, in respect of Mizorix's Confidential Information, the Deliverables and any other materials created by Mizorix in connection with the provision of the Services).

10.2 **Representatives** means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers (including in respect of Mizorix, the Mizorix Personnel).

10.3 The provisions of this clause 10 shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 10);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed; and/or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.4 During the Term and for a period of seven years after termination or expiry of the Contract (howsoever caused), each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (**Permitted Purpose**); and/or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

10.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 10.

10.6 Nothing in this clause 10 shall prevent any person from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- (b) doing or saying anything that is required by any regulator, ombudsman or supervisory authority;
- (c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, any regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- (d) complying with an order from a court or tribunal to disclose or give evidence; and
- (e) making a proper disclosure about the Contract or circumstances surrounding the Contract to professional advisers, such as legal or tax advisors and/or medical professionals and counsellors, who are bound by a duty of confidentiality.

10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract. No party makes any express or implied warranty or representation concerning its Confidential Information.

10.8 Unless the Customer requests otherwise in writing, Mizorix may include the Customer's name and logo in its marketing materials and on its website.

10.9 This clause 10 shall remain in full force and effect in the event of any termination of the Contract.

11. Limitation of liability

11.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any matter for which it would be unlawful for the parties to exclude liability.

11.2 Subject to clause 11.1, Mizorix shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, production, reputation or goodwill;
- (b) loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

- (d) any loss or liability (whether direct or indirect) under or in relation to any other agreement.

11.3 Clause 11.2 shall not prevent claims, which fall within the scope of clause 11.4, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 12(a) to clause 12.2(d); or
- (b) tangible property or physical damage.

11.4 Subject to clause 11.1 and clause 11.2, Mizorix's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract or any collateral contract shall not exceed the cap.

11.5 In clause 11.4 and this clause 11.5:

- (a) cap. The cap is one hundred per cent (100%) of the total charges in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred; and
- (b) total charges. The total charges means the Charges paid by the Customer to Mizorix, and/or a Reseller (if applicable) in connection with the Services, under the Contract in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred or if no sums have been paid by the Customer to Mizorix, and/or a Reseller (if applicable) in connection with the Services, in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred, £1,000 (one thousand pounds sterling).

11.6 Subject to clause 11.1, Mizorix shall not be liable for (and the Customer assumes sole responsibility for) the results obtained from the use of the Services and the Deliverables by the Customer, and for conclusions drawn from such use.

11.7 Unless the Customer notifies Mizorix that it intends to make a claim in respect of an event within the notice period, Mizorix shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by notifying the other party if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of the Contract that:
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within a period of 30 days by the other party after being notified to do so;
- (c) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed;
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

- (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 If there is a change in Control of the Customer, Mizorix may terminate the Contract immediately by giving written notice to the Customer.

13. Obligations on termination and survival

13.1 On termination or expiry of the Contract:

- (a) the Customer shall immediately pay any unpaid invoices and interest and, where no invoice has been submitted for Services supplied (and/or expenses and/or third party costs incurred by Mizorix), an invoice may be submitted, which shall be payable immediately on receipt;
- (b) subject to clause 13.1(c), each party shall return to the other party all equipment, materials and other property belonging to and supplied by that party in connection with the Contract (excluding the Deliverables, provided that all of Mizorix's outstanding Charges have been paid by the Customer; if there are any outstanding Charges, for the avoidance of doubt, the Customer shall return the Deliverables to Mizorix); and
- (c) Mizorix may destroy or otherwise dispose of any Customer Materials in its possession.

13.2 Survival

- (a) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, including clause 5, clause 8, clause 9, clause 10, clause 11, clause 13, and clause 15 to clause 24 (inclusive).
- (b) Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.

13.3 Notwithstanding its obligations in this clause 13 if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

14. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

15. Assignment and other dealings

- 15.1 The Customer shall not, without the prior written consent of Mizorix, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 Mizorix may at any time assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16. Variation

16.1 Without prejudice to clause 6, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.2 For the avoidance of doubt, the restriction set out in clause 15.1 and the provisions of clause 6 shall not affect the operation of the relevant provision in clause 7.5 which may vary the terms of the Contract (or their effect) by written notice.

17. Waiver

17.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy.

17.2 A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. Severance

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

19. Entire agreement

19.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

21. Third party rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

22. Notices

22.1 Any notice required to be given under the Contract shall be in writing and shall be:

(a) if given by Mizorix:

(i) delivered by commercial courier to the Customer's registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the following address (or an address substituted in writing by the Customer): the email address for notices specified in the Proposal.

(b) if given by the Customer, sent by email to the following address (or an address substituted in writing by Mizorix): admin@mizorix.com.

22.2 Any notice shall be deemed to have been received:

(a) if delivered by courier, on signature of a delivery receipt or at the time the notice is left at the proper address; or

- (b) if sent by email at the time of the transmission provided that no automated bounceback or out of office message is received.

22.3 This clause 22 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.

23. Governing law

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

24. Jurisdiction

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