



General Terms of Business

FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

This Agreement is dated on the date of last signature of the relevant Statement of Work, or Order (as applicable) ("Effective Date")

Parties

- 1) ALLOYED LIMITED incorporated and registered in England and Wales with company number 10687859 whose registered office is at Unit 15 Oxford Industrial Park, Mead Road, Yarnton, Oxfordshire, England, OX5 1QU (**Alloyed**)
- 2) The Customer as identified in the Order or relevant Statement of Work entered into between Alloyed and such Customer (**Customer**)

each a "Party" and collectively the "Parties".

Agreed terms

1. **Interpretation**
 - 1.1. The following definitions and rules of interpretation apply in this Agreement:
 - 1.1.1. **Affiliate:** in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
 - 1.1.2. **Applicable Laws:** means all applicable laws, statutes, regulations, decrees, orders of any governmental agency, mandatory rules, standards and codes of practice of any competent authority for the time being in force which a Party is subject to in relation to its obligations under this Agreement.
 - 1.1.3. **Alloyed's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by Alloyed to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate Agreement between the Parties under which title passes to the Customer.



- 1.1.4. **Background IP:** Intellectual Property Rights owned, developed or licensed by either Party on or before the Effective Date.
- 1.1.5. **Build Data:** the tools including, but not limited to, the algorithms, software and data and processes and anything analogous to the same that are used by Alloyed to create the Deliverables and provide the Services.
- 1.1.6. **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.1.7. **Business Hours:** the period from 0900 - 1700 on any Business Day.
- 1.1.8. **Confidential Information:** all information of the disclosing Party including, but not limited to, the business affairs, prospective business, trade secrets, current and future products, services, technology, customers, market opportunities, Intellectual Property Rights or finances of the disclosing Party, including price lists, lists of customers and suppliers which the disclosing Party regards, or could reasonably be expected to regard, as confidential information disclosed in connection with the Project (whether disclosed orally, in documentary form, by demonstration or otherwise). Confidential Information includes all information which derives independent economic value from not being generally known or readily ascertainable by proper means and belonging to the Parties.
- 1.1.9. **Control:** has the meaning given in section 1124 of the Corporation Tax Act.
- 1.1.10. **Customer's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.
- 1.1.11. **Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Alloyed in connection with the Services, including the items provided pursuant to clause 5.1.3.
- 1.1.12. **Customised Deliverables:** any Deliverables that Alloyed develops specifically for the Customer and that are paid for by the Customer, and specifically agreed as Customised Deliverables between the Parties in a Statement of Work.
- 1.1.13. **Data Controller, Data Processor, and Personal Data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation



- 1.1.14. **Delivery Location:** Alloyed's premises or other location as specified in the relevant Order.
- 1.1.15. **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 1.1.16. **Deliverables:** any output of the Services to be provided by Alloyed to the Customer as specified in a Statement of Work and any other documents, products and materials provided by Alloyed to the Customer in relation to or as a product of the Services excluding the Bespoke Deliverables and Alloyed's Equipment.
- 1.1.17. **Intellectual Property Rights or IPR:** patents, rights to inventions, copyright 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 data, 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, and rights to claim priority from, such 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.
- 1.1.18. **Milestone:** a date by which a part or all of the Services is to be completed, as stated in a Statement of Work.
- 1.1.19. **Order:** the document signed between the Parties setting out the Products ordered by the Customer and to be provided by Alloyed using the template set forth in Schedule 2 of this Agreement.
- 1.1.20. **Products:** the products requested by the Customer and supplied by Alloyed under a valid Order.



- 1.1.21. **Product Prices:** the prices of the Products as stated in the Order
- 1.1.22. **Services:** means the services which are provided by the Customer by Alloyed under a Statement of Work including services which are incidental or ancillary to the Services requested in the Statement of Work.
- 1.1.23. **SoW Charges:** the sums payable for the Services as set out in a Statement of Work.
- 1.1.24. **Specification:** the specification of the Products set out in the relevant Order.
- 1.1.25. **Statement of Work:** a detailed plan, agreed in accordance with clause 3, describing the services to be provided by Alloyed, the timetable for their performance and the related matters listed in this document in Sections 2 to 4 .
- 1.1.26. **VAT:** value added tax or any equivalent sales tax chargeable in the UK or elsewhere.
- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A reference to “writing” or “written” includes emails
- 1.4. Unless the context otherwise requires, the words “including” or “includes” shall be deemed to have the words “without limitation” inserted after them.
- 1.5. The Schedules form part of this Agreement and shall have effect as if set out in the full body of this Agreement. Any reference to this Agreement includes the Schedules.

- 2. **Commencement and duration**
 - 2.1. This Agreement shall commence on the Effective Date and shall continue for twelve (12) months, unless terminated earlier in accordance with clause 16, following which, the Agreement shall automatically renew for subsequent periods of twelve (12) months until either Party gives to the other not less than ninety (90) days' written notice to terminate.
 - 2.2. The Customer may procure any of the Services by agreeing a Statement of Work with Alloyed pursuant to clause 3 (Statements of Work).
 - 2.3. Alloyed or its Affiliates shall provide the Services from the date specified in the relevant Statement of Work.

- 3. **Statements of Work for the Supply of Services**
 - 3.1. The provision of Services must be set out in a signed Statement of Work. Each Statement of Work shall be agreed in the following manner:



- 3.1.1. the Customer shall ask Alloyed to provide specific Services and provide Alloyed with as much information as Alloyed reasonably requests in a draft Statement of Work for the Services requested;
 - 3.1.2. Alloyed shall, as soon as reasonably practicable either accept, amend and return, or decline the draft Statement of Work;
 - 3.1.3. the Parties shall sign the draft Statement of Work once it is agreed.
 - 3.2. Once a Statement of Work has been agreed and signed, any amendment to it must be agreed in writing.
 - 3.3. Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it. Any terms set out in a Statement of Work shall take precedence over any conflicting terms in this Framework Agreement.
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4. **Alloyed's responsibilities for the Services**
 - 4.1. Alloyed shall use commercially reasonable endeavours to provide the Services, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.
 - 4.2. Alloyed shall use commercially reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by Alloyed shall not be of the essence of this Agreement.
 - 4.3. Alloyed shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it under clause 5.1.4 provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.
 - 4.4. The Customer acknowledges that the Services are performed primarily in the fields of experimentation and development and to the maximum extent permitted by Applicable Law, except as expressly set in this clause 4, Alloyed disclaims all implied warranties, including any implied warranty of satisfactory quality or fitness for a particular purpose, any implied warranty of non-infringement or implied obligation to indemnify for infringement, any implied warranty arising from course of performance, course of dealing, or usage of trade, and any statutory remedy.



5. **Customer's obligations**

- 5.1. The Customer shall:
 - 5.1.1. co-operate with Alloyed in all matters relating to the Services;
 - 5.1.2. provide, for Alloyed, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by Alloyed including any such access as is specified in a Statement of Work;
 - 5.1.3. provide to Alloyed in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by Alloyed in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 5.1.4. inform Alloyed of all health and safety and security requirements that apply at the Customer's premises.
 - 5.1.5. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Alloyed to provide the Services, including in relation to the use of all Customer Materials; and
 - 5.1.6. comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.
- 5.2. If Alloyed's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Alloyed shall not be liable for any such delay or omission and be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. **Orders for the supply of Products**

- 6.1. Alloyed will only provide the Products to the Customer pursuant to an Order. All Orders placed with Alloyed by the Customer will be subject to this Agreement. Any terms and conditions included in or on the reverse of an Order shall have no legal effect.
- 6.2. Each Order shall be deemed to be a separate offer by the Customer to purchase Products on the terms of this Agreement, which Alloyed shall be free to accept or decline at its absolute discretion.



6.3. Alloyed may cancel or change an Order without incurring charges prior to the delivery of the Products, provided the Customer is provided with written notice of such cancellation or any changes to the Order.

6.4. The Customer is responsible for ensuring that all Orders are complete and accurate. The Customer shall give Alloyed all necessary information that Alloyed reasonably requires in order to fulfil each Order.

7. **Manufacture, quality and packing of the Products**

7.1. The Products supplied to the Customer by Alloyed under each Order shall conform to the Specification in all material respects.

7.2. Where Alloyed procures the Products from a third party, Alloyed will, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the third party supplying these Products to Alloyed.

7.3. The terms implied by sections 13 to 15 of the Sales of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Agreement and each Order.

7.4. Alloyed shall ensure the Products are properly packed and secured in a manner to enable them to reach their destination in good condition.

8. **Delivery**

8.1. The Customer shall collect the Products from the Delivery Location on the Delivery Date.

8.2. Delivery shall take place when Alloyed places the Products at the Customer's disposal at the Delivery Location ("Delivery").

8.3. Delays in the delivery of an Order shall not entitle the Customer to:

8.3.1. refuse to take delivery of the Order; or

8.3.2. terminate the Order.

8.4. Alloyed shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under this Agreement.

8.5. If the Customer fails to take delivery of an Order on the Delivery Date then, except where that failure or delay is caused by Alloyed's failure to comply with its obligations under this Agreement:



- 8.5.1. delivery of the Order shall be deemed to have been completed at 9.00 am on the Delivery Date; and
- 8.5.2. Alloyed shall store the Order until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

9. **Title and Risk**

- 9.1. Risk in the Products shall pass to the Customer on Delivery.
- 9.2. Title shall not pass to the Customer until Alloyed receives payment in full (in cash or cleared funds) for the Products.
- 9.3. Until title to Products has passed to the Customer, the Customer shall:
 - 9.3.1. store those Products separately from all other goods held by the Customer so that they remain readily identifiable as Alloyed's property;
 - 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to those Products; and
 - 9.3.3. maintain those Products in satisfactory condition and keep them insured on Alloyed's behalf for their full price against all risks with an insurer that is reasonably acceptable to Alloyed.
- 9.4. At any time before title to the Products passes to the Customer, Alloyed may require the Customer to deliver up all the Products in its possession that have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

10. **Acceptance and defective products**

- 10.1. The Customer may reject any Products delivered to it that do not comply with clause 7.1, provided that written notice of rejection is given to Alloyed:
 - 10.1.1. in the case of a defect that is apparent on normal visual inspection, within five Business Days of Delivery;
 - 10.1.2. in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and
 - 10.1.3. none of the events listed in clause 10.3 apply.



- 10.2. If the Customer fails to give notice of rejection in accordance with clause 10.1, it shall be deemed to have accepted these Products.
- 10.3. Alloyed shall not be liable for a Products' failure to comply with clause 7 in any of the following events:
 - 10.3.1. the Customer makes any further use of those Products after giving notice in accordance with clause 10.1;
 - 10.3.2. the defect arises because the Customer failed to follow Alloyed's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - 10.3.3. the defect arises as a result of Alloyed following any drawing, design or Specification supplied by the Customer;
 - 10.3.4. the Customer alters or repairs those Products without the written consent of Alloyed;
 - 10.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 10.3.6. the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4. If the Customer rejects Products under clause 10.1 then Alloyed shall, at its sole discretion and as Customer's sole and exclusive remedy, either:
 - 10.4.1. repair or replace the rejected Products; or
 - 10.4.2. repay the price of the rejected Products in full.
11. **Charges and payment**
 - 11.1. In consideration of the provision of the Services and/or the Products by Alloyed, the Customer shall pay the SoW Charges as set out in the Statement of Work and/or the Product Price to as set out in the Order to Alloyed.
 - 11.2. Alloyed shall invoice the Customer for the SoW Charges (including if applicable the delivery fees) at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, Alloyed shall invoice the Customer at the end of each month for Services performed during that month.
 - 11.3. The Customer shall pay each invoice submitted to it by Alloyed within 30 days of the date of the invoice to a bank account nominated in writing by Alloyed from time to time.



- 11.4. The Customer will be liable to Alloyed for any reasonable additional costs and expenses which Alloyed incurs in relation to the provision of the Services as a result of the Customer's instructions or lack of instructions, the inaccuracy of any information documents or other material supplied by the Customer or any other cause attributable to the Customer.
- 11.5. The Customer shall reimburse all reasonable expenses incurred by the individuals whom Alloyed engages in connection with the provision of the Services including, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and for the cost of any materials, as required for the performance of the Services
- 11.6. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Alloyed any sum due under this Agreement on the due date 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 4% a year above the Bank of England's base rate from time to time.
- 11.7. All sums payable to Alloyed under this Agreement:
- 11.7.1. 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
- 11.7.2. 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).
12. **Intellectual property rights**
- 12.1. Notwithstanding any other provisions of this Agreement, the Parties agree and acknowledge that each Party's Background IP shall remain the property of that Party or relevant third party owner and nothing in this Agreement shall have the effect of transferring ownership of any such rights.
- 12.2. Alloyed shall retain all IPR in any Build Data created under this Agreement and such Build Data will be considered to be the Confidential Information of Alloyed.
- 12.3. In relation to the Deliverables:
- 12.3.1. Alloyed and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;



- 12.3.2. Alloyed grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables (excluding the Build Data) for the purpose of receiving and using the Services and the Deliverables for its internal business purposes. Unless explicitly stated in the Statement of Work, the Customer shall not have the right to commercially exploit any licence granted by Alloyed to make use of the Deliverables; and
- 12.4. In relation to the Customer Materials, the Customer:
- 12.4.1. and its licensors shall retain ownership of all IPRs in the Customer Materials; and
- 12.4.2. grants to Alloyed a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services and Deliverables to the Customer.
- 12.5. In the event Alloyed develops any Customised Deliverables, Alloyed shall, subject to clause 12.1, assign all IPRs in the Customised Deliverables once the Customer has paid the SoW Charges in full.
- 12.6. The Customer:
- 12.6.1. warrants that the receipt and use in the performance of this Agreement by Alloyed, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 12.6.2. shall indemnify Alloyed against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Alloyed arising out of or in connection with any claim brought against Alloyed, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials.
- 12.7. To the extent that the Customer provides comments or feedback in respect of the Services and/or Products ("Feedback"), Alloyed shall be free to use such Feedback without restriction and to the extent such Feedback is used by Alloyed to create any modifications, adaptations, developments, or any derivative works of or to the Software or



the Services (“Improvements”), any and all IPR in and to such Improvements and Feedback shall immediately vest in and be owned by Alloyed.

13. **Data protection**

13.1. Both Parties are Data Controllers in respect of Personal Data (whether on a joint or independent basis) and each Party shall ensure that it Processes the shared Personal Data fairly and lawfully for the purposes as contemplated under this Agreement. To the extent either Party believes it or the other Party to be a Data Processor, the Parties shall enter into terms in compliance with the Data Protection Legislation to govern such status.

14. **Confidentiality**

14.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of ten (10) years after termination or expiry of this Agreement, disclose to any person the Confidential Information of the other Party, except as permitted by clause 14.2.1.

14.2. Each Party may disclose the other Party's confidential information:

14.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers (collectively “Representatives”) 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 Representatives to whom it discloses the other Party's Confidential Information comply with this clause 14; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, but only to the extent required by such authority and provided it gives the disclosing Party as much notice of this disclosure as possible.

14.3. No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14.4. At the request of the disclosing Party the receiving Party shall return or destroy all materials that contain any of the other Party's Confidential Information. The receiving Party shall also, at the request of the disclosing Party, certify in writing to the disclosing Party that it has complied with the provisions of this clause 14.4. Return, erasure or destruction of the Confidential Information under this clause does not release the receiving Party from its obligations under this Agreement.



- 14.5. Notwithstanding clause 14.4., the receiving Party will not be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures, but the receiving Party may be required to make all reasonable endeavours to remove all copies bar the reasonable archive copies.
- 14.6. This clause 14 shall survive termination of the Agreement.
15. **Limitation of liability**
- 15.1. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 15.1.1. death or personal injury caused by negligence;
- 15.1.2. fraud or fraudulent misrepresentation; and
- 15.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.2. Subject to clause 15.1, Alloyed's total liability to the Customer shall not exceed the fees paid or payable under this Agreement in the 12 months preceding the claim. Alloyed's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Agreement.
- 15.3. Alloyed will not be under any liability for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise): pure economic loss; loss of profits; loss of or damage to materials stored in goods supplied; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect or consequential losses.
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:
- 16.1.1. the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;



- 16.1.2. the other Party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, of any of its property or assets, or it ceases, or threatens to cease, to carry on business.
- 16.2. Without affecting any other right or remedy available to it, Alloyed may terminate this Agreement with immediate effect by giving written notice to the Customer if:
 - 16.2.1. the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment; or
 - 16.2.2. there is a change of Control of the Customer.
- 17. **Obligations on termination and survival**
 - 17.1. On termination or expiry of this Agreement:
 - 17.1.1. the Customer shall immediately pay to Alloyed all of Alloyed's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Alloyed may submit an invoice, which shall be payable immediately on receipt; and
 - 17.1.2. Alloyed shall on request return any of the Customer Materials not used up in the provision of the Services.
 - 17.2. On termination or expiry of this Agreement, all existing Statements at Work shall terminate automatically.
 - 17.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
 - 17.4. 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. **General**

- 18.1. Alloyed will not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Alloyed's obligations under the Agreement, if the delay or failure was due to any cause beyond Alloyed's reasonable control including strikes, lock-outs or other industrial disputes (whether involving Alloyed's workforce or any third party's workforce), failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemics or similar events, or default of suppliers or subcontractors (each a "Force Majeure Event").
- 18.2. Neither Party may assign transfer sub-contract or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the other Party.
- 18.3. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 18.4. No failure or delay by either Party in exercising any of its rights under the Agreement will be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Agreement by the other will be considered as a waiver of any subsequent breach of the same or any other provision.
- 18.5. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.6. 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.
- 18.7. 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.
- 18.8. If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.
- 18.9. 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.

- 18.10. 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.
- 18.11. Any notice required or permitted to be given by either Party to the other under this Agreement will be in writing addressed to the other Party at its principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice.
- 18.12. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

19. **Governing law and Jurisdiction**

- 19.1. 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 and Wales. The Parties 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 this Agreement or its subject matter or formation.