

BYWAY AFFILIATE AGREEMENT

BESPOKE TERMS

This Agreement sets out the terms upon which Byway and the Affiliate (individually referred to as a “Party” or collectively, the “Parties”) will work together. The Agreement is made up of these Bespoke Terms, Byway’s General Supplier Terms and any other documents referenced in them.

BACKGROUND

- A. Byway (The Company) is the operator of the Company Website for the purposes of marketing its flight-free travel packages to potential customers, and the Affiliate is the operator of the Affiliate Website for the purposes of marketing its **[INSERT PRODUCTS AND/OR SERVICES]** to its potential customers.
- B. The Company wishes to procure, and the Affiliate wishes to introduce, the website visitors on the Affiliate Website to the Company Website, within the Territory, on the terms and conditions of this Agreement.

EFFECTIVE DATE Date of this Services Agreement	<i>Date of last signature</i>
COMMENCEMENT DATE Date of this Services Agreement	<i>Date of last signature</i>

AFFILIATE DETAILS	
Affiliate name	
Country of registration	
Registration number	
Registered address	
Contact person	Name: Telephone: Email address:
Data privacy contact	Name: Telephone: Email address

BYWAY DETAILS	
Company name	BYWAY TRAVEL LIMITED (“ Company ”)
Country of registration	England and Wales
Registration number	12528990
Registered address	International House, 45-55 Commercial Street, London, England, E1 6BD

Contact person	Name: Paul Conroy Email address: paul@byway.travel
Data privacy contact	Name: Richard Levy (CTO) Email address: richard@byway.travel , privacy@byway.travel

AFFILIATE SERVICES	
Overview of services and deliverables: Please include a brief summary of affiliate activities, products and services.	
Territory	
Affiliate website	

NOTICE AND BILLING	
Details for inclusion in Quarterly Statements	Booking Month, Byway Booking Reference, Client Surname, Travel Date, Affiliate Booking Reference, Departure point,, Arrival point, Trip Value, Commission due
Payment Terms	14 days
Notice period of this Agreement	8 weeks' prior written notice
Commission (of total GBV)	3%
BANK:	
ACCOUNT NAME	
ACCOUNT NUMBER:	
SORT-CODE:	

SIGNATURES			
For and on behalf of Affiliate:		For and on behalf of Byway:	
Signature:		Signature:	
Full name:		Full name:	Cat Jones
Role:		Role:	CEO
Date:		Date:	

BYWAY AFFILIATE AGREEMENT

GENERAL TERMS

BACKGROUND

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words and expressions have the following meanings, unless the context otherwise requires:

“Affiliate Website”	means the provision of the Affiliate’s Website at any time and from time to time, including all databases, data, computer code, webpages, software, domain names and infrastructure, under which the Affiliate markets its products and / or services. Affiliate Website includes all future versions and replacements of, and successors to, the site;
“Affiliate Web Link Pages”	means the web pages of the Affiliate Website that provide a hyperlink directly to the Company Website;
“Affiliate User”	means a user of the Affiliate Website who has clicked through to the Company Website from the Affiliate Web Link Pages, or an individual who e-mails, phones, text messages or otherwise communicates with the Company as a result of the Affiliate’s promotion and marketing of the Company’s Services;
“Affiliate Trademark Guidelines”	means the written guidelines for use of the Company’s trademarks, logo and branding from time to time, as provided from the Affiliate to the Company;
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in the United Kingdom;
“Commission”	means, in respect of each transaction, the rate set out at Clause 6;
“Company Website”	means the Company’s website at any time and from time to time, currently called byway.travel and trip.byway.travel , including all databases, data, computer code, webpages, software, domain names and infrastructure, under which the Company markets its Services. Company Website includes all future versions and replacements of, and successors to, the site;
“Company Trademark Guidelines”	means the written guidelines for use of the Company’s trademarks, logo and branding from time to time, as provided from the Company to the Affiliate;

“Confidential Information”	means the terms of this Agreement and any commercial or technical information in whatever form which is disclosed by one Party to this Agreement to the other Party and which would be regarded as confidential by a reasonable business person including, without limitation, all business, statistical, financial, marketing and personnel information, customer or supplier details, know-how, designs, trade secrets or software of the disclosing party to the other party or any information that is marked as “Confidential”;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
“Force Majeure Event”	means any event or occurrence not within a Party’s reasonable control, including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, loss of electrical power, loss of telephone, internet or wide area network, as well as other similar infrastructure and/or material shortages;
“Effective Date”	means the date the Agreement is signed by both Parties;
“Gross Booking Value”	means, in respect of each Transaction, the total monies paid by the customer, exclusive of any value added tax or other sales tax, and after deduction of any rebate, allowance, credit or

	other adjustment granted or allowed in relation to that Transaction, and any service fees or fulfilment or other charges (including in relation to credit cards) paid or payable to any third party (other than the Affiliate) in relation to that Transaction;
"Intellectual Property Rights"	means (a) patents, registered trademarks, registered designs, applications and rights to apply for any of those rights; (b) unregistered trademarks, copyright, topography rights, database rights, moral rights, know-how, rights in designs and inventions, discovery or process, and applications for and rights to apply for any of the foregoing; (c) trade, business and company names, domain names and e-mail addresses; (d) rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise); (e) the goodwill attaching to any of the aforementioned rights; and (f) any forms of protection of a similar nature and having equivalent or similar effect to any of them; in all the above cases, throughout the world, including countries which currently exist or are recognised in the future;
"Permitted Recipients"	means the Parties to this Agreement, the employees of each Party, and/or any third parties engaged to perform obligations in connection with this Agreement;
"Monthly Period"	means the last Business Day of a month each year, and "Month" shall be construed accordingly;
"Representatives"	means, in respect of each Party, that Party's officers, employees, directors, agents, consultants, professional advisors, seconded staff, collaborators and/or sub-contractors;
"Services"	means the provision of travel and holiday services from the Company;
"Transaction"	means the purchase of Services (a) offered through the Company Website by an Affiliate User who has clicked directly to the Company Website from the Affiliate Web Link Pages; or (b) as a result of an e-mail, phone, text message or other method of communication from an Affiliate User other than through the Affiliate Website.

1. COMMENCEMENT AND DURATION

- 1.1. This Agreement is effective from and including the Effective Date and shall continue for a period of one (1) year (the "Initial Term"), unless otherwise terminated in accordance with Clause 13.
- 1.2. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either Party gives thirty (30) days' written notice of termination to the other Party, at their own convenience, at any time during the Renewal Term, with such termination to take effect at the end of such thirty (30) day period.

2. PREREQUISITES

- 2.1. The Parties shall cooperate in good faith and shall exchange any documents or information that may be useful for the proper performance of the Agreement.
- 2.2. In particular, the Company shall, on request, promptly provide Affiliate with all information, assistance, materials and resources that Affiliate may reasonably require from time to time in connection with the performance of Affiliate's obligations under this Agreement.

3. COMPANY OBLIGATIONS

- 3.1. The Company shall provide the Affiliate with (a) the relevant number of uniform resource locators (URLs) which shall be used by the Affiliate on the Affiliate Website to link to the Company Website; and/or (b) the relevant e-mail address(es), phone number(s) or other methods of communication which can be used by an Affiliate User to contact the Company and enquire about the Services and/or enter into a Transaction.
- 3.2. The Company shall be responsible for developing, operating and maintaining the Company Website.
- 3.3. The Company shall provide to Affiliate Users clicking through directly from the Affiliate Web Link Pages access to and use of the Company Website in accordance with the Company's terms of use and any other terms and conditions, policies and procedures from time to time.
- 3.4. The Company may, at any time, without notice to the Affiliate:
 - 3.4.1. change the name of the Company Website;
 - 3.4.2. change the Company Trade Mark Guidelines; and
 - 3.4.3. target the Company Website at potential customers in such additional

country or countries as it chooses, provided it maintains that part of the Company Website that is directed at the Territory.

- 3.5. Where an Affiliate User contacts the Company through e-mail, phone, its website, text messaging or some other method other than through the Affiliate Website, the Company shall use all reasonable efforts to respond to such queries and provide as much information as necessary for such Affiliate User to enter into a Transaction.
- 3.6. The Company shall submit to the Affiliate for prior approval any proposed use of any Affiliate trademark(s), domain name(s), logo and other elements of branding that the Company may wish to make. The Affiliate shall review the proposed use within a reasonable time period (being ordinarily no longer than 7 (seven) days) and shall not unreasonably refuse or delay approval.
- 3.7. The appointment of Affiliate under this Agreement is non-exclusive and does not prevent or restrict either Party from entering into similar or different agreements with any third parties.

4. AFFILIATE'S OBLIGATIONS

- 4.1. The Affiliate shall use all reasonable commercial efforts to market and promote the Company Website and the products and services available on it, so as to generate the maximum number of Transactions.
- 4.2. The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website and for all the materials that appear on it. Without limiting the generality of the foregoing, the Affiliate shall be responsible for:
 - 4.2.1. the proper functioning and maintenance of all hyperlinks to the Company Website; and
 - 4.2.2. compliance with the Company Trademark Guidelines.
- 4.3. The Affiliate shall also be responsible for displaying correctly any e-mail address(es), phone number(s) or other methods of communication on any agreed platform which can be used by an Affiliate User to contact the Company and enquire about the Services and/or enter into a Transaction.
- 4.4. The Affiliate shall submit to the Company for prior approval any proposed use of any Company trademark(s), domain name(s), logo and other elements of branding that the Affiliate may wish to make. The Company shall review the proposed use within a reasonable time period (being

ordinarily no longer than 7 (seven) days) and shall not unreasonably refuse or delay approval.

4.5. The Affiliate shall provide the Company with all co-operation in relation to this Agreement and all access to such information as may be required by the Company, as is necessary for the proper performance of the Company's obligations under this Agreement.

4.6. In the event of any delays in the Affiliate's provision of assistance as agreed by the Parties, the Company may adjust any dates for performance or delivery provided to the Affiliate as reasonably necessary.

5. COMMISSION

5.1. In consideration of an Affiliate User entering into a Transaction, the Company shall pay the Affiliate a Commission as written above in respect of the Gross Booking Value for each Transaction entered into during a Monthly Period.

5.2. The Company shall, within fourteen (14) Business Days at the end of each Monthly Period, send to the Affiliate a written statement (the "**Statement**") setting out, in respect of such preceding Month (a) details of all Transactions the Company has entered into with Affiliate Users; (b) the amount of payments received from Affiliate Users under such Transactions; and (c) in respect of each relevant Transaction, the Commission payable to the Affiliate and how such Commission has been calculated, including details of all deductions made in determining the Gross Booking Value, if applicable.

5.3. Upon the receipt of a Statement from the Company and save in the case of manifest error, the Affiliate shall issue an invoice to the Company setting out the amount of Commission payable by the Company to the Affiliate for all holiday departures completed under a Transaction in the preceding Month. Upon the receipt of a valid invoice from the Affiliate, the Company shall pay any undisputed invoice within thirty (30) Business Days. For the avoidance of doubt, the Company shall pay the Affiliate any Commission when a relevant holiday departure has taken place under a Transaction.

5.4. All payments made by the Company to the Affiliate shall be exclusive of value added tax ("**VAT**") and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority, which shall be payable by the Affiliate at the appropriate rate(s). All payments will be made in pound sterling (£) to the above bank account or such other bank account as the Affiliate may nominate from time to time:

5.5. In the event of a disagreement or dispute concerning the amount of Commission payable, the Parties agree to use good faith efforts to find an amicable solution. Any adjustment(s) mutually and expressly agreed by the

Parties in writing shall be duly reflected on a new invoice by the Affiliate, which shall be re-issued to the Company to enable the Company to fulfil its obligations under this Agreement.

5.6. The Affiliate acknowledges and agrees that (a) Commission is payable on a receipt, not an accruals basis, and that if the Company receives no revenue on any Transaction, no commission is payable; and (b) no Commission or any other sums are due to it under this Agreement otherwise than expressly set out in this Agreement.

5.7. Cancellation by Affiliate: In circumstances where a customer enters into a Transaction with the Company which has the purpose of transporting the customer to the commencement of a package holiday operated by the Affiliate (an "Affiliate Package") then the Affiliate agrees that, in circumstances whereby the Affiliate cancels the Affiliate Package and would be legally responsible to refund and compensate the customer then, in such circumstances, the Company shall offer the customer the opportunity to cancel the Transaction and receive a refund of all sums paid under the Transaction. If the customer elects this option then the Affiliate agrees to pay an equivalent amount to the Company. For the avoidance of doubt nothing in this clause shall in any way link, or otherwise connect, the Transaction to the Affiliate Package or otherwise pass on any responsibility or liability of the Affiliate with regards said Transaction.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party represents and warrants to the other that:

6.1.1. it has the requisite right, power and authority, and has taken or will take all action necessary to execute, deliver and exercise its rights, and perform its obligations, under this Agreement;

6.1.2. the performance of its obligations under this Agreement constitute binding obligations on it and in accordance with its terms and will not result in:

6.1.2.1. a breach of, or default under, any agreement or instrument to which it is a Party or any commitment by which it is bound; or

6.1.2.2. a breach of any applicable law, order, judgement or decree of, or undertaking given to, any court or government.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Affiliate acknowledges and agrees that the Company and its licensors own all Intellectual Property Rights in the Company Website and all the Company's products and services. Except as expressly stated herein, this Agreement does not grant the Affiliate any Intellectual Property Rights, or any other rights or licenses belonging to the Company. All such rights are reserved by the Company.

8. DATA PROTECTION

- 8.1. Each Party shall, at its own expense and as further outlined in Clauses 9.2 and 9.3 below, ensure that it complies with and assists the other Party to comply with the requirements of the applicable Data Protection Legislation. This Clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

- 8.2. Moreover, each Party shall:

- 8.2.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of personal data under this Agreement;
- 8.2.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 8.2.3. process the personal data only for the purpose of this Agreement;
- 8.2.4. not disclose or allow access to the personal data to anyone other than the Permitted Recipients;
- 8.2.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the personal data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- 8.2.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

- 8.2.7. not transfer any personal data received from the other Party outside the UK or EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 8.3. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

- 8.3.1. consult with the other Party about any notices given to data subjects in relation to the personal data;
- 8.3.2. promptly inform the other Party about the receipt of any data subject rights request;
- 8.3.3. provide the other Party with reasonable assistance in complying with any data subject rights request;
- 8.3.4. not disclose, release, amend, delete or block any personal data in response to a data subject rights request without first consulting the other Party wherever possible;
- 8.3.5. make reasonable commercial efforts to assist the other Party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- 8.3.6. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 8.3.7. use compatible technology for the processing of personal data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 8.3.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 9; and

8.3.9. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the regular review of the Parties' compliance with the Data Protection Legislation.

8.4. Each Party shall indemnify the other 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 by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this Clause 9.4 shall be subject to the limits set out in Clause 11.

9. INDEMNITY

9.1. Each Party shall indemnify the other Party against all direct liabilities, costs, expenses, damages and losses (including all other reasonable professional costs and expenses) suffered or incurred by the beneficiary of the indemnity arising out of or in connection with the indemnifier's website (being the Company Website or the Affiliate Website as the case may be) or the marketing or sale of products or services on that website, with such indemnity to not exceed (a) one-hundred percent (100%) of the value of the package holiday in question; or (b) five-hundred pounds (£500), whichever is greater, provided that:

9.1.1. the indemnifier is given prompt notice of such claim;

9.1.2. the beneficiary provides reasonable co-operation to the indemnifier in the defence and settlement of such claim, at the beneficiary's expense; and

9.1.3. the indemnifier is given sole authority to defend or settle the claim.

10. LIMITATION OF LIABILITY

10.1. This Clause 11 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Affiliate:

10.1.1. arising out of or in connection with this Agreement; and

10.1.2. in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2. Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

10.3. Nothing in this Agreement excludes the liability of the Company for:

10.3.1. death or personal injury caused by the Company's negligence; or

10.3.2. for fraud or fraudulent misrepresentation.

10.4. Subject to Clause 11.3:

10.4.1. the Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and

10.4.2. the Company's total aggregate liability in contract (including in respect of the indemnity in Clause 10.1), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount paid under this Agreement by the Company to the Affiliate during the twelve (12) months preceding the date on which the claim arose.

11. CONFIDENTIALITY

11.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of three (3)

years after termination of this Agreement, disclose to any person any Confidential Information of the other Party, as permitted by this Clause 12.

11.2. Each Party may disclose the other Party's Confidential Information:

11.2.1. to its Representatives who need to know such Confidential 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 12; and

11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

11.4. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party.

11.5. This Clause 12 shall survive termination of this Agreement however arising.

12. TERMINATION

12.1. 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:

12.1.1. 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 thirty (30) days after being notified in writing to do so;

12.1.2. the other Party breaches its obligation of confidentiality under Clause 12, or misappropriates or infringes the terminating Party's Intellectual Property Rights and/or any other property rights, in which case the terminating Party may terminate this Agreement upon notice to the other Party;

12.1.3. the other Party undergoes bankruptcy, receivership or a comparable proceeding, to the extent permitted by law; or

12.1.4. at its own convenience, upon providing the other Party 30 days' written notice.

12.2. Termination is not an exclusive remedy and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement.

13. CONSEQUENCES OF TERMINATION

13.1. On termination of this Agreement for any reason:

13.1.1. all licences and benefits granted under this Agreement shall immediately terminate;

13.1.2. each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party (including the Affiliate Trademark Guidelines and Company Trademark Guidelines);

13.1.3. the Company shall provide a Statement detailing the information outlined in Clause 6.2 in relation to the Quarterly Period before termination, and upon receipt of such Statement, save in the case of manifest error, the Affiliate will be entitled to invoice all Commission which has been incurred but which has not yet been invoiced. Such Commission shall be paid by the Company in accordance with the payment terms outlined in Clause 6;

13.1.4. any provision which expressly or impliedly continues to have effect after expiry or termination of this Agreement will continue in force; and

13.1.5. all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of termination.

14. FORCE MAJEURE

14.1. Neither Party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure

results from a Force Majeure Event. The time for the performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for a period of one (1) month, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected Party.

15. ACCOUNTS AND RECORDS

- 15.1. The Company shall keep, at its normal place of business, detailed, accurate and up-to-date records (the "Evidence") showing, during the Term of this Agreement, the number of Affiliate Users that entered into a Transaction, the amount of payments received under the Transactions, as well as deductions made in the calculation of Gross Booking Value.
- 15.2. The Company shall permit Affiliate and its third-party representatives (including its designated auditor), upon reasonable notice during normal business hours, to gain access to, and take copies of, the Evidence for the purpose of auditing the Company's compliance with its obligations under this Agreement.
- 15.3. For the avoidance of doubt, all Intellectual Property Rights in the Evidence shall belong to the Company.

16. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to establish, any partnership or joint venture between 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.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to its subject matter. Except for express provisions in this Agreement all other warranties, conditions, terms, representation, statements, undertakings and obligations, whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law.

18. ASSIGNMENT

The Affiliate shall not assign, transfer, charge, sub-contract or deal in any other matter with all or any of the rights under this Agreement. The Company, however, shall, at any time, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under this Agreement.

19. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

20. NO WAIVER

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

21. INVALIDITY

If any provision of this Agreement is found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable in whole or in part, the Parties agree that the invalid or unenforceable provisions shall be amended in a manner so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions will continue in full force and effect.

22. RIGHTS OF THIRD PARTIES

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23. GOVERNING LAW AND JURISDICTION

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

24. COUNTERPARTS

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.