

1. TERMS AND CONDITIONS

- 1.1. These are the Terms and Conditions for Athla Capital Management Limited, a company incorporated in England (registered number 11481145) with registered office at 107 North Street, Martock, Somerset, England, TA12 6EJ (“**Athla Capital**”) in relation to its Services (as defined below).
- 1.2. These Terms and Conditions together with the Services Confirmation form the agreement between Athla Capital and the Customer for the Services (“**Agreement**”).

2. DEFINITIONS

- 2.1. The following definitions apply to these Terms and Conditions:

Authorised User: any person who is authorised by the Customer to use the Services and Documentation in accordance with this Agreement.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: has the meaning provided in clause 10.1.

Customer: the customer who subscribes for the Services as set out in the Services Confirmation.

Customer Data: the data inputted by the Customer or by Athla Capital personnel on behalf of the Customer, for the purposes of using the Platform, together with all data generated from use of the Platform.

Documentation: the documents made available to the Customer by Athla Capital (including by online means) which sets out the user instructions for the Platform and the Services.

Data Protection Legislation: the Data Protection Act 2018 and all other privacy and data protection legislation in force within the UK together with the UK GDPR.

Effective Date: the date of last signature of the Services Confirmation.

Fees: the fees payable by the Customer as set out in the Services Confirmation.

UK GDPR: the retained EU law version of the European Union General Data Protection Regulation (2016/679/EU) which applies in the UK.

Initial Term: the period stated in the Services Confirmation starting on the Effective Date.

Introductory Period: the period of three (3) months starting on the Effective Date.

Normal Business Hours: 9.00 am to 5.30 pm in the London, UK time zone, each Business Day.

Platform: the software platform through which the Services will be provided.

Renewal Period: the renewal period stated in the Services Confirmation.

Services: the services to be provided to the Customer under this Agreement via the Platform as set out in the Services Confirmation and the Documentation.

Services Confirmation: the services confirmation document attached to the front of these Terms and Conditions setting out the details of the Customer, Services and Fees and which together with these Terms and Conditions form the Agreement.

Support Services Policy: Athla Capital’s policy for providing support and maintenance in relation to the Services as made available from time to time.

User Subscriptions: the user subscriptions purchased by the Customer as set out in the Services Confirmation which entitle Authorised Users to access and use the Platform and Documentation in accordance with this Agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3. AUTHORISED USERS

- 3.1. Athla Capital grants to the Customer from the Effective Date a non-exclusive, non-transferable right to permit the Authorised Users to use the Platform and the Documentation during the term of this Agreement for the Customer’s internal business operations.
- 3.2. The Customer shall not, and ensure Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform that:
- 3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
 - 3.2.2. facilitates illegal activity; or
 - 3.2.3. in a manner that is otherwise illegal or causes damage or injury to any person or property; and Athla Capital reserves the right, without liability or prejudice to its other rights to the Customer or Authorised Users, to disable the Customer’s or Authorised Users’ access to any material that breaches the provisions of this clause.
- 3.3. The Customer shall not, and ensure Authorised Users shall not (except to the extent expressly permitted under this Agreement):
- 3.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute (as applicable) all or any portion of the Platform or Documentation (as applicable) in any form or media or by any means; or
 - 3.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (as applicable) all or any part of the Platform; or
 - 3.3.3. access all or any part of the Platform and Documentation in order to build a product or service which competes with the Platform and/or the Documentation;
 - 3.3.4. attempt to obtain, or assist third parties in obtaining, access to the Platform or Documentation, other than as provided under this clause 3; or
 - 3.3.5. attempt to bypass or disable any security feature or mechanism within the Services.
- 3.4. The Customer shall, and ensure Authorised Users shall, keep all password and log-in details used in relation to the Platform secure, and shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and the Documentation and, in the event of any such unauthorised access or use, promptly notify Athla Capital.
- 3.5. In relation to the Authorised Users, the Customer undertakes that:

- 3.5.1. the maximum number of Authorised Users that it authorises to access and use the Platform and the Documentation shall not exceed the number Specified in the Services Confirmation;
 - 3.5.2. it will not allow any User Subscription to be used by more than one Authorised user unless it has been reassigned in its entirety to another Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform or Documentation;
 - 3.5.3. it shall maintain a written, up to date list of current Authorised Users and provide such list to Athla Capital within five 5 Business days of Athla Capital's request at any time;
 - 3.5.4. it shall permit Athla Capital to audit the Platform in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Athla Capital's expense and with reasonable prior notice;
 - 3.5.5. if an audit reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to Athla Capital's other rights the Customer shall promptly disable such passwords and Athla Capital shall not issue any new passwords to such individual; and
 - 3.5.6. if an audit reveals that Customer has underpaid Fees to Athla Capital, then without prejudice to Athla Capital's other rights, the Customer shall pay Athla Capital an amount equal to such underpayment as calculated in accordance with the Fees within ten 10 Business Days of the date of completion of the relevant audit.
- 3.6. The rights provided under this clause 3 are granted to the Customer and shall not be considered granted to any subsidiary or holding company of the Customer.

4. SERVICES

- 4.1. During the term of this Agreement, Athla Capital shall provide the Services and make available the Documentation, to the Customer on and subject to the terms of this Agreement.
- 4.2. Athla Capital shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:
 - 4.2.1. planned maintenance carried out during the agreed maintenance windows;
 - 4.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that Athla Capital has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance; and
 - 4.2.3. any emergency maintenance as required, provided Athla Capital provide prompt notice of any emergency maintenance to the Customer.
- 4.3. Subject to payment of the Subscription Service Fee Athla Capital will, as part of the Services, provide the Customer with Athla Capital's standard customer support services.

5. CUSTOMER DATA

- 5.1. As between the parties the Customer shall own the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Athla Capital does not monitor any Customer Data posted or provided by the Customer as part of the Services.
- 5.2. Athla Capital shall follow its back-up procedures for Customer Data as set out in its back-up policy as set out

in this Agreement or otherwise available at such website address as may be notified to the Customer from time to time, as such document may be amended by Athla Capital in its sole discretion. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Athla Capital shall be for Athla Capital to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the procedures described in its back-up policy. Athla Capital shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Athla Capital to perform services related to Customer Data maintenance and back-up, and for breaches of clause 5.3, for which it shall remain fully liable).

- 5.3. If the Customer Data includes any personal data (as that term is defined in the Data Protection Legislation), and Athla Capital requires to process such data in relation to the Services being provided to the Customer, then the parties acknowledge that Athla Capital shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation) and in any such case:

- 5.3.1. Athla Capital shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time;
- 5.3.2. the scope, nature and purpose of the processing by Athla Capital is for the provision of the Services. The type of personal data will be the personal data contained within the Customer Data which is required to provide the Services. The categories of data subjects are the individuals whose data is being managed through use of the Services. The duration of the processing is concurrent with the duration of this Agreement.
- 5.3.3. all individuals involved in the provision of the Services on behalf of Athla Capital shall be subject to appropriate obligations of confidentiality;
- 5.3.4. Athla Capital warrants that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of personal data as required by Article 32 of UK GDPR;
- 5.3.5. Athla Capital shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist the Customer with its obligations in relation to the exercise of data subject's rights as described in Chapter III of UK GDPR;
- 5.3.6. the Customer acknowledges that Athla Capital is authorised to transfer personal data to third party technology partners which Athla Capital has engaged, or may engage, in relation to platform hosting elements of the Services on condition that any such transfer and engagement will be in accordance with Data Protection Legislation and Athla Capital shall remain fully liable to the Customer for the performance of such third party technology partner's obligations;
- 5.3.7. Athla Capital shall notify the Customer without undue delay after becoming aware of any breach

- of Data Protection Legislation relating to the Personal Data. Such notification shall:
- 5.3.7.1. include information on the nature of the breach and the data involved;
 - 5.3.7.2. describe the categories and approximate number of individuals concerned and the likely consequences;
 - 5.3.7.3. describe the measures taken or proposed to be taken to address the issue; and
 - 5.3.7.4. provide contact detail for the Customer to obtain more information on the issue.
- 5.3.8. Athla Capital shall, at the choice of the Customer, delete or return all personal data to the Customer when the provision of the Services has been concluded, except where Athla Capital is required to retain any such personal data under any separate legal obligation;
 - 5.3.9. Athla Capital shall make available to the Customer such information as the Customer may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by the Customer in relation to the demonstration of such compliance;
 - 5.3.10. Athla Capital shall not transfer any personal data outside the United Kingdom (UK) unless the consent of the Customer has been obtained (including under this Agreement) and subject to appropriate safeguards being in place and on condition that any such transfer will be in accordance with Data Protection Legislation;
 - 5.3.11. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Athla Capital so that Athla Capital may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf; and
 - 5.3.12. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation.
- 5.4. Athla Capital shall not be responsible for any loss, damage or disclosure of Customer Data caused by any third party or as a result of the Customer's failure to comply with its obligations under clause 6.
- 6. CUSTOMER OBLIGATIONS**
- 6.1. The Customer shall provide Athla Capital with all necessary co-operation in relation to this Agreement and all necessary access to such information and equipment as may be required by Athla Capital in order to provide the Services.
 - 6.2. The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement and shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner.
 - 6.3. The Customer shall ensure that the Authorised Users use the Platform and the Documentation in accordance with the terms of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.
- 6.4. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary to enable it to receive the Services from Athla Capital.
 - 6.5. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Athla Capital from time to time and be solely responsible for procuring and maintaining its network and internet connections.
- 7. ATHLA CAPITAL'S OBLIGATIONS**
- 7.1. Athla Capital shall provide the Services substantially in accordance with the Documentation and with reasonable skill and care.
 - 7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform contrary to Athla Capital's instructions, or modification or alteration of the Platform by any party other than Athla Capital or Athla Capital's duly authorised contractors or agents. If the Platform does not conform to this undertaking or non-maliciously malfunctions, Athla Capital warrants that, at its expense, it will use all reasonable commercial endeavours to correct any such non-conformance or malfunction promptly, or provide the Customer with a replacement as applicable. Such correction or substitution constitutes the Customer's and Authorised Users' sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding this, Athla Capital:
 - 7.2.1. does not warrant that the Customer's or Authorised Users' use of the Platform will be uninterrupted or error-free; or that the Services, Documentation and/or the Reporting Data or other information obtained by the Customer or Authorised Users through the Platform will meet the Customer's requirements; and
 - 7.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Platform and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
 - 7.3. This Agreement shall not prevent Athla Capital from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
 - 7.4. Athla Capital warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 8. RIGHTS IN THE SERVICES**
- 8.1. All intellectual property rights in the Platform, Services and Documentation are owned by or validly licensed to Athla Capital. The Platform, Services and Documentation are proprietary to Athla Capital (or the appropriate third party rights owner) and the Customer and Authorised Users acquire no rights in or to the Platform, Services and Documentation other than those expressly granted by this Agreement.
 - 8.2. The Services and Documentation are provided solely in relation to the Customer's or Authorised Users' use of the Platform in accordance with this Agreement and are not provided, or to be used, for any other purpose.

9. PAYMENT

- 9.1. The Customer shall pay the Fees to Athla Capital for the Services in accordance with this Clause 9 and the Services Confirmation.
- 9.2. If Athla Capital has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Athla Capital:
 - 9.2.1. Athla Capital may, without liability to the Customer or Authorised User, disable the Customer's or Authorised Users' passwords, accounts and access (where applicable) to all or part of the Platform and Athla Capital shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 9.2.2. interest shall accrue on such due amounts at an annual rate equal to 5% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.3. All amounts and fees stated or referred to in this Agreement shall be payable in the currency set out in the Services Confirmation, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Athla Capital's invoice(s) at the appropriate rate.
- 9.4. In the event the usage levels by Customer exceeds the maximum number of User Subscriptions specified in the Services Confirmation the Parties agree that Athla Capital shall be entitled to increase the Fees based on our then current rates.
- 9.5. The Customer shall reimburse Athla Capital for all reasonable and necessary out of pocket expenses incurred in the performance of the Services. Athla Capital shall obtain the prior written approval of the Customer prior to incurring any such expenses.

10. CONFIDENTIALITY

- 10.1. Both during and for two years after the termination of this Agreement, each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("**Confidential Information**").
- 10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause "Confidentiality" shall survive termination of the Agreement.

- 10.3. This clause 10 shall not apply to the disclosure of Confidential Information which:

- 10.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 10;
- 10.3.2. was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; and
- 10.3.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).

11. INDEMNITY

- 11.1. The Customer shall defend, indemnify and hold harmless Athla Capital against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's or Authorised Users' use of the Platform or Documentation contrary to this Agreement, provided that:
 - 11.1.1. the Customer is given prompt notice of any such claim;
 - 11.1.2. Athla Capital provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.3. the Customer is given sole authority to defend or settle the claim.
- 11.2. Subject to clause 12, Athla Capital shall defend the Customer, and if applicable, its officers, directors and employees against any claim that the Platform, Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 - 11.2.1. Athla Capital is given prompt notice of any such claim;
 - 11.2.2. the Customer provides reasonable co-operation to Athla Capital in the defence and settlement of such claim, at Athla Capital's expense; and
 - 11.2.3. Athla Capital is given sole authority to defend or settle the claim.
- 11.3. In the defence or settlement of any claim, Athla Capital may procure the right for the Customer to continue using the Platform, replace or modify the Platform so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.4. In no event shall Athla Capital, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 11.4.1. a modification of the Platform, Services or Documentation by anyone other than Athla Capital; or
 - 11.4.2. the Customer's or Authorised Users' use of the Platform, Services or Documentation in a manner contrary to the instructions given to the Customer by Athla Capital; or
 - 11.4.3. the Customer's or Authorised Users' use of the Platform, Services or Documentation after notice of the alleged or actual infringement from Athla Capital or any appropriate authority.

11.5. The foregoing and clause 12 state the Customer's sole and exclusive rights and remedies, and Athla Capital's entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1. This clause 12 sets out the entire financial liability of Athla Capital (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or Authorised User in respect of:

- 12.1.1. any breach of the Agreement however arising;
- 12.1.2. any use made by the Customer or Authorised Users of the Platform, Services or Documentation; and
- 12.1.3. any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Agreement.

12.2. Except as expressly and specifically provided in this Agreement:

- 12.2.1. the Customer assumes sole responsibility for its use of the Platform, Services and Documentation and acknowledges that use of the Platform does not guarantee the Customer any improvement in its business efficiencies;
- 12.2.2. Athla Capital shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Athla Capital by the Customer or Authorised Users in connection with the Platform, Services or Documentation or any actions taken by Athla Capital at the Customer's or Authorised Users' direction;
- 12.2.3. 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; and
- 12.2.4. the Platform, Services and Documentation are provided to the Customer and Authorised Users on an "as is" basis.

12.3. Nothing in these Terms and Conditions seeks to exclude Athla Capital's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Athla Capital excludes all other liability to the extent permitted at law.

12.4. Subject to clause 12.3, in no event shall Athla Capital be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and Athla Capital's total aggregate liability arising under the Agreement or otherwise relating to the Services (other than any loss directly caused by Athla Capital's breach of clause 5) shall be limited to the total Fees paid during the 12 month period preceding the date on which the claim arose.

12.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. Athla Capital shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of Athla Capital or the Customer's failure to provide Athla Capital with adequate delivery or other instructions.

13. TERM AND TERMINATION

13.1. The Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this Clause 13, shall continue for the Initial Term, thereafter,

this Agreement shall automatically be renewed for successive periods of 12 months (each a **Renewal Period**), unless:

13.1.1. either party notifies the other party of termination, in writing, at least 3 months before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

13.1.2. either party notifies the other party of termination, in writing, at any time during the Introductory Period, subject to full payment of the Fees payable.

13.2. Either party shall be entitled to terminate this Agreement on giving the other party a minimum of ninety (90) days' notice in writing of its intention to do so, such notice not to expire prior to the end of the Initial Term.

13.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

13.3.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.3.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or

13.3.3. the other party ceases, or threatens to cease, to trade.

13.4. On termination of this Agreement for any reason:

13.4.1. all rights to use the Platform, Services and Documentation granted under this Agreement shall immediately terminate;

13.4.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and

13.4.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14. DISPUTE RESOLUTION

14.1. In the event the parties are unable to resolve a dispute between them arising out of or relating to the Agreement, and except for claims for interdict or other similar relief, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place at such location agreed by the parties (or by the mediator in the event parties cannot agree). The mediation agreement referred to in the Model Procedure shall be governed by English law.

14.2. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the parties may agree in writing, the parties shall be free to seek to resolve the dispute by such other means subject always to clause 16.

15. GENERAL

15.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

- 15.2. If Athla Capital choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.
- 15.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.
- 15.4. Athla Capital shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.
- 15.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Athla Capital's prior written permission.
- 15.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set

out in the Services Confirmation or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.

- 15.8. The Agreement, including the Services Confirmation referencing these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between the Customer and Athla Capital regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal Athla Capital may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

16. LAW AND JURISDICTION

This Agreement shall be governed by English law. If either party requires to raise court proceedings in relation to any such dispute then the English courts shall have exclusive jurisdiction under this Agreement in relation to those proceedings.