

1. Definitions and Interpretations

1.1 **“Affiliate”** means a company listed in the Order, as an Affiliate of the Customer being any company that directly or indirectly controls, or is controlled by, or is under common control with the Customer, where “control” means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means.

1.2 **“Agreement”** means these Terms and Conditions which are provided by Eurowage Ltd (t/a IRIS FMP Global) (“IRIS”), including the Order agreed between the Parties, with each Order being a separate agreement governed by these General Terms and Conditions.

1.3 **“Confidential Information”** means commercial, financial, technical, operational or other information in whatever form (including without limitation information disclosed orally or as data, drawings, films, documents, computer readable material) whether or not the information is marked or designated “confidential” or proprietary including but not limited to the terms and conditions herein and in any Order and any information which should be understood by either party to be confidential.

1.4 **“Country”** or **“Countries”** means those Countries listed in the Order where the Services will be delivered.

1.5 **“Credit Date”** means the agreed Employee pay date as set out in the Order.

1.6 **“Customer”** means the customer, or, where appropriate, its Affiliate who has engaged IRIS to deliver the Services.

1.7 **“Customer Data”** means any input data supplied by or on behalf of the Customer or its Affiliate in the format prescribed by IRIS or created as a result of processing such data.

1.8 **“Deliverables”** means the deliverables and/or outputs to be delivered to the Customer as specified in the Order.

1.9 **“Effective Date”** means the date that Customer signs the Order.

1.10 **“Employees”** means the employees of the Customer and its Affiliates.

1.11 **“Fee”** or **“Fees”** means the fee(s) and/or charges set out in the Order and/or in this Agreement.

1.12 **“Force Majeure”** has the meaning given to it in clause 13.1.

1.13 **“Funds Request”** means a form issued by IRIS to Customer detailing the Fees, Payroll payments applicable for the Processing Period and where applicable, requisite HR consulting and HR administration payments.

1.14 **“Implementation”** means any and all activities relating to the initial administration and set up of the Customer’s Payroll or HR Services.

1.15 **“Initial Term”** means the period(s) set out in the Order and shall commence at the start of the calendar month in which the Live Date occurs for each Service as stipulated in the Order.

1.16 **“Intellectual Property Rights”** or **“IPR”** means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) copyright, patents and trademarks.

- 1.17 **“Live Date”** means the anticipated Service commencement date stated in the Order.
- 1.18 **“Local Regulatory Obligations”** means the local regulatory requirements which apply to a Customer in a Country and any consequent Fees as a result of compliance with such Obligations.
- 1.19 **“Money Laundering Regulations”** means the Proceeds of Crime Act 2002, UK Money Laundering Regulations, 2019, the Terrorism Act 2000, the Fraud Act 2006 and any related anti-money laundering legislation applicable in any of the jurisdictions in which IRIS delivers the Services.
- 1.20 **“Order”** means the request for Services and any other Deliverables made by Customer and accepted by IRIS which sets out details of the Services and Deliverables to be provided by IRIS to Customer during the Term together with the Fees, and with each Order forming a separate agreement between the parties.
- 1.21 **“Payroll”** means the process of calculating and distributing (where permitted by law) wages and taxes on behalf of the Customer to its Employees pursuant to the terms of this Agreement.
- 1.22 **“Processing Period”** means the agreed payroll frequency (e.g. monthly) as set out in the Order.
- 1.23 **“Renewal Term”** unless agreed otherwise in writing, means the period of the same duration as the Initial Term commencing immediately after the expiry of the Initial Term, and thereafter each successive period of the same duration as the immediately preceding Renewal Term.
- 1.24 **“Services”** means the provision and management of global Payroll, related services and/or HR consultancy provided to the Customer by IRIS in accordance with the Agreement or such other related services as may be agreed in writing between the Parties.
- 1.25 **“Sub-Contractor”** means an independent sub-contractor appointed by IRIS to deliver the Services on behalf of IRIS.
- 1.26 **“Third-Party Software”** means any software owned by a third party which is licensed to the Customer as part of the Services or third party owned software that is resold to Customer by IRIS or that the Customer has been given access to in any way (such as via an API (Application Programming Interface) connection).
- 1.27 **“TUPE Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any similar legislation or the acquired rights directive in Europe.

2. Provision of Services by IRIS

- 2.1 In consideration of Customer’s payment of the Fees and the performance of all other obligations pursuant to this Agreement, IRIS shall deliver the Services and Deliverables in accordance with the terms of this Agreement.
- 2.2 IRIS will provide, configure and maintain the systems required to deliver the Services.
- 2.3 Customer will provide and configure any systems required to transmit the Customer Data to IRIS at the cost of the Customer.
- 2.4 IRIS will offer Services to Customer on a Country-by-Country basis, based on its ability to deliver the Services in the relevant Country, as documented in the Order.

3. Fees and Payment

3.1 IRIS shall raise a Funds Request to the Customer and the Customer shall pay to IRIS all applicable Fees in respect of the Services, as well as funds required to process the Payroll, and any other Payroll related beneficiaries, such as tax and social security obligations and, where applicable, the provision and management of HR consulting services including 3rd party broker fees. Funds Requests are payable no later than 5 (five) Business Days prior to Credit Date.

3.2 Additional Fees may apply for ad-hoc payroll activity/consultancy; retrospective calculations/corrections; payroll re-runs; third party payments, or emergency payments.

3.3 All Fees are stated exclusive of Country-specific Value Added Tax, or sales tax which is payable in addition to the Fees at the rate prescribed by local law, subject to IRIS raising a valid invoice for such Fees.

3.4 One-off Fees specified in the Order are payable upon signature of an Order and no work shall commence until such one-off Fees are received by IRIS.

3.5 Recurring Fees specified in the Order are payable with effect from the Live Date, irrespective of whether or not the delivery of the Services actually commences by the Live Date, unless the delay in commencement of the delivery of the Services is solely caused by IRIS' fault.

3.6 If applicable and subject to any payment timescales stated elsewhere in this Agreement for funds requests, one-off Fees, and termination Fees, all IRIS invoices are payable within 30 days of the date of invoice.

3.7 If Customer fails to comply with any of the terms of payment under any Agreement with IRIS, for more than 5 days after receipt of a written demand for payment, IRIS will have the right to suspend all Services provided to Customer under this Agreement or any Order.

3.8 Customer shall ensure that IRIS' invoices are paid in full, inclusive of any bank charges incurred by IRIS and for the avoidance of doubt, IRIS shall not be liable for payment of any Customer or other third-party bank charges levied on either IRIS or Customer in respect of payments remitted by Customer or payments remitted by IRIS to Sub-Contractors, third party beneficiaries or Employees as part of the delivery of the Services.

4. Compliance

4.1 Anti-Money Laundering ("AML")

4.1.1 Customer acknowledges that IRIS is subject to regulatory supervision by the Institute of Certified Bookkeepers for the provision of the Services, that obliges IRIS to conduct due diligence (including proof of identity) checks prior to the commencement of delivery of the Services and periodically during the Term under the Money Laundering Regulations. As such, Customer shall evidence, on demand, such information as IRIS may reasonably request in connection with its obligation to comply with the Money Laundering Regulations and represents that all such information will be correct, up to date and complete. Each party shall comply with Clause 10 (Data Protection) when processing due diligence and proof of identity checks.

4.1.2 Customer acknowledges IRIS' legal obligation in the UK to retain such information for inspection by supervisory authorities for 6 years after the business relationship ends, or such other period as required by applicable law in other jurisdictions where IRIS delivers the Services or for such other period as may be required by future changes to the Money Laundering Regulations.

- 4.1.3 Customer further acknowledges that failure to: (a) provide the necessary information in accordance with this clause 4; and/or (b) pass the necessary AML checks shall constitute a material breach of this Agreement incapable of remedy.
- 4.1.4 Customer shall pay to IRIS all applicable AML fees in accordance with IRIS's AML rate card.
- 4.1.5 Customer is limited to making Payroll payments (pursuant to Clause 3) only from a source of funds pre-approved by IRIS in writing. If Customer requests a change from a pre-approved source of funds utilised for Payroll payments, the proposed new source of funds shall be subject to additional due diligence checks and IRIS' approval. IRIS shall not be liable for any failure or delay in meeting its Services obligations caused by such proposed new source of funds failing to obtain IRIS' approval.

4.2 Sanctions

- 4.2.1 By entering into this Agreement and for the duration of this Agreement, Customer warrants and represents that neither Customer nor any of its beneficial owners, officers, or directors are the subject of restrictive sanctions maintained by the EU, U.S.A., Canada, UK, or U.N., or as otherwise may be deemed applicable as determined from time to time.

5. Variation of the Fees

- 5.1 The following provisions apply only to recurring Fees:

- 5.1.1 Recurring Fees are subject to variation according to changes in Employee volumes as defined in the Order (including any agreed variations to the Order); and
- 5.1.2 The Order includes a monthly recurring Fee that the Customer is obliged to pay for the Term of the Agreement. If the Customer subsequently reduces the number of Employees that receive the benefit of the Services, the monthly recurring Fee will not be reduced to below the prescribed minimum Fee stipulated in the Order.

5.2 All Fees and any quoted daily rates are subject to a maximum increase equal to the higher of: (i) the Retail Price Index (RPI) of the United Kingdom as published by the Office for National Statistics or (ii) 5%, which increase shall apply not more frequently than once in every rolling 12-month period.

5.3 Notwithstanding clause 5.2, IRIS may from time to time, and on 30 days' days prior written notice, implement an increase in recurring Fees where there is a material adverse fluctuation in currency exchange rates between GBP Sterling and the currency in which the Customer is invoiced, or the currency in which IRIS is required to incur costs in order to deliver the Services and Deliverables.

6. Warranties

- 6.1 IRIS warrants that:

- 6.1.1 It will use all reasonable skill and care in the course of delivering the Services.
- 6.1.2 IRIS's obligation and the Customer's exclusive remedy under this warranty is limited to fixing any errors in the Services within a reasonable period of time.

6.2 Other than the warranties in clause 6.1, any warranties or conditions express or implied, statutory or otherwise which would apply but are not expressly set out in this Agreement are excluded to the extent permitted by law.

7. Third Parties

7.1 Some Deliverables include transmission of payment or other instructions to third parties, including local government, banking or electronic exchange systems. IRIS shall not be responsible to the Customer or considered in breach of its obligations to the Customer for any acts or omissions of such third parties beyond its reasonable control, including if such third parties are delayed or unable to receive, transmit or execute data or instructions, howsoever arising.

7.2 IRIS may subcontract any performance associated with any Services to a Sub-contractor if such subcontract is consistent with this Agreement and does not relieve IRIS of any of its obligations under this Agreement.

7.3 IRIS will use reasonable endeavours to ensure that all Sub-Contractors are of a reputable standard and have the ability to deliver the Service to the required specification.

7.4 Where applicable, Customer undertakes to comply with the terms and conditions governing the Customer's use of Third-Party Software. Such terms and conditions may take the form of a document which is published by the Third-Party Software supplier and accompanies the Third-Party Software that the Customer procures from IRIS, or any terms determined by the relevant Third-Party Software supplier on which IRIS is entitled to sub-license the Third-Party Software to Customer.

8. TUPE

8.1 The parties confirm that they do not intend that this Agreement shall constitute a relevant transfer for the purposes of the TUPE Regulations or any similar provision in any other jurisdiction in which IRIS delivers the Services. If it is subsequently established that TUPE or similar conditions are applicable, then Customer shall indemnify IRIS in respect of any such obligations.

9. Customer Data

9.1 Customer Data shall remain the Customer's exclusive property.

10. Data Protection

10.1 Customer will only provide Personal Data to IRIS in accordance with all applicable laws. IRIS will process Customer Personal Data in accordance with the Customer Data Processing Terms found on IRIS' current website: <https://www.iris.co.uk/customer-data-processing-terms/>.

10.2 If applicable and relevant, IRIS shall follow its archiving procedures for Customer Data. Except for the provisions of the applicable governing law and subject to clause 7.2, in the event of any loss or damage to Personal Data, IRIS shall not be liable for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

11. Term and Termination

11.1 This Agreement shall commence on the Effective Date and continue thereafter for the Initial Term and shall automatically renew thereafter for successive Renewal Terms unless terminated as set forth below.

11.2 Either party may terminate this Agreement on the expiry of the Initial Term or any Renewal Term by giving at least six (6) months written notice to the other party, prior to the expiry of the Initial Term or the Renewal Term, as the case may be, and each party shall have their rights and meet their obligations

under this Agreement until the expiry of the Initial Term or the Renewal Term, as the case may be.

11.3 For the avoidance of doubt, in the event that either party fails to provide the other party with the requisite notice referred to in clause 11.2 above, then the Agreement shall be automatically renewed for the Renewal Term.

11.4 In the event Customer terminates this Agreement or any Order (or part of an Order) concluded pursuant to this Agreement prior to the end of the Initial Term or current Renewal Term, except in circumstances where the Customer is lawfully entitled to terminate the Agreement for IRIS' breach as contemplated in clause 11.8 below, then Customer shall be obliged, immediately on demand by IRIS, to pay to IRIS all amounts that would otherwise have been due and payable for the remainder of the Initial Term or the Renewal Term, as the case may be.

11.5 If, following the Effective Date, the Customer, through no fault of IRIS, fails to timeously complete Implementation or accept delivery of Services by the Live Date, Customer shall be liable to pay to IRIS the full value of the contract for the Initial Term.

11.6 The amount that shall be payable by Customer to IRIS pursuant to clauses 11.4 and 11.5, shall be calculated by reference to the value of the contract over the remaining months before expiry of the Initial Term or the Renewal Term (as applicable) as stated in the Order based on either the recurring Fees payable by Customer at the effective date of termination, or alternatively, the average value of the recurring Fees in the 12 months prior to effective date of termination (whichever is greater).

11.7 IRIS may:

- 11.7.1 in addition to its right to suspend all Services as contemplated in clause 3.7, in its sole discretion, terminate the Agreement and the delivery of the Services after the elapse of the period of five (5) days referred to in clause 3.7; in the event of non-payment of Fees that are due for payment; and
- 11.7.2 terminate the Agreement (including any Order) on written notice to Customer in the following circumstances: (i) immediately upon a change of control of the Customer (other than for the purposes of a genuine internal re-organisation); (ii) immediately if the Customer, in IRIS' reasonable opinion, is in breach of clause 4, or becomes or is reasonably likely to become subject to restrictive sanctions identified at clause 4.2 and continuing to provide the Services would place IRIS in breach of such sanctions and/or present a conflict of interest or result in a materially adverse effect on IRIS; and (iii) if such termination is necessary to comply with any applicable law, regulation, or governmental order. In the event of termination under this clause 11.7.2(iii), IRIS shall not be liable to the Customer for any damages, losses, or costs arising from or related to the termination, provided that any rights or obligations accrued prior to the effective date of termination shall survive in accordance with the terms of this Agreement; and
- 11.7.3 terminate the Agreement on written notice to the Customer should the Customer become the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade, or on the occurrence of any event analogous to the above in another jurisdiction,

11.8 If a party breaches any of the material provisions of this Agreement, the non-breaching party may

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terminate this Agreement as follows: (i) immediately upon written notice to the breaching party if the breach is incapable of remedy, and (ii) thirty (30) days after providing written notice to the breaching party setting out the details of the alleged breach and indicating that failure to remedy the breach may result in termination of the Agreement, and if the breaching party fails to remedy the breach within such thirty (30) day period.

12. Limitation of Liability

12.1 Nothing in this Agreement shall in any way exclude or limit either party's liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any breach of the obligations as to title under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for any other liability which by law it is not possible to exclude or limit.

12.2 Subject to clause 12.1, the total aggregate liability of IRIS arising under or in connection with this Agreement (including in relation to any Order) for all losses in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with any claim or series of connected claims arising from the same cause shall in no circumstances exceed the aggregate of the Fees paid by the Customer for the specific Service which is the subject of the claim in the 12 months before the first incident giving rise to such claim.

12.3 IRIS shall have no liability to Customer in respect of any claim under clause 12.2 unless notified to IRIS in writing within twelve (12) months of the date the Customer first became aware of the circumstances giving rise to the claim.

12.4 In no event shall IRIS be liable to Customer in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, loss of goodwill or reputation, any (i) non submission or (ii) anomalies in submissions of data to third parties, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to data (or the accuracy of any data in general (either inputted or produced), depletion of goodwill or reputation or otherwise which arise out of or in connection with this Agreement and whether or not foreseeable or made known to IRIS.

12.5 Customer shall indemnify, hold harmless and defend IRIS from and against any losses resulting from any successful third party claim that the Customer Data, or the use of the Customer Data with any of the Services in accordance with this Agreement, infringes or misappropriates a third party's IPR and any third party claims based on the Customer's: (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by or authorised by IRIS; (iv) failure to comply with the terms and conditions governing the use of any Third-Party Software; or (v) modifications to the Services not agreed by IRIS.

12.6 IRIS shall indemnify Customer against any claim that normal use and access to the Services and Deliverables infringes the IPR of any third party which is effective in the jurisdiction where Customer receives the Services. In no event shall IRIS be liable to Customer if Customer is in breach of any of their IPR obligations under this Agreement or if the claim arises as a result of (a) the use of the Services and Deliverables in combination with equipment or software not authorised by IRIS; (b) where the claim arises because of a feature specified and requested by Customer; (c) alterations or modifications not approved by IRIS; (d) Customer has used a release other than a current unaltered release of the Services, if such an infringement would have been avoided by the use of a current unaltered release of the Services; or (e) Third-Party Software.

12.7 If the Service infringes or IRIS reasonably believes that it infringes the IPR of any third party in the jurisdiction in which Customer receives the Services, IRIS shall have the right to (a) procure the continuing use of the infringing Services; (b) modify or replace the infringing Services with non-infringing Services of equivalent functionality. If IRIS determines those options are not reasonably available, then IRIS will pay Customer a prorated refund for the infringing Services.

12.8 IRIS undertakes to Customer that it shall maintain Cyber, Technical and Professional Services Liability insurance with a reputable insurance provider for the duration of this Agreement. The policy limit shall be £20,000,000 or such other amount as IRIS in its sole discretion may determine, provided that it shall not be less than the foresaid £20,000,000. Upon request, IRIS shall provide evidence of such insurance coverage, including a valid certificate of insurance within fourteen (14) days of written request by Customer.

13. Force Majeure

13.1 Neither party shall be liable for any delay or non-performance of its obligations arising from any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof), flood, disaster, fire and including failure or delay by any Sub-Contractor to perform its obligations due to circumstances beyond the reasonable control of the Sub-Contractor, and the circumstances contemplated under clause 7.1 (together, a “**Force Majeure**”). For the avoidance of doubt, delays in payment obligations are excused only to the extent that payments are entirely prevented by the Force Majeure. If a Force Majeure continues for more than ninety (90) calendar days and provided substantial performance is still impeded, either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

14. Confidentiality

14.1 **General Obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This clause 14 (Confidentiality) will not apply to information which:

- 14.1.1 is known by the recipient without confidentiality obligations;
- 14.1.2 is or has become public knowledge through no fault of the recipient; or
- 14.1.3 is independently developed by, or for, the recipient.

14.2 **Permitted Recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates, and contractors who need to know. The recipient is liable for a breach of these Confidentiality provisions by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under these terms.

14.3 **Required Disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.

14.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 calendar days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained confidential information will continue to be subject to these Confidentiality provisions for five (5) years, or until the Confidential Information is no longer trade secret under applicable law.

14.5 Notwithstanding this clause 14, IRIS may include Customer's name and logo within marketing material of IRIS for the relevant Service/s contracted by the Customer, provided that this will only be done with Customer's prior consent.

14.6 Neither party may issue press releases or announcements regarding any matter connected with this Agreement until the other party has agreed in writing to the wording and intended distribution of such press release or announcement, provided that neither party shall unreasonably withhold or delay its agreement to any reasonable press release or announcement.

15. Restrictions

15.1 During the Term of this Agreement and for a period of 2 (two) years thereafter, Customer agrees not to engage in any new business relationship with the Sub-Contractors providing the Payroll Services and/or Deliverables. In the event that IRIS is notified or becomes aware of such a breach, a sum equal to the Fees paid or payable by Customer in the twenty four (24) month period prior to Customer entering into the relationship with the Sub-Contractor, (calculated as a genuine pre-estimate of damages IRIS suffered as a result of the Customer's breach of this clause 15.1) will become immediately due and payable by Customer to IRIS.

16. Assignment

16.1 IRIS will be permitted to assign any of its rights, without Customer's consent, within its Group of Companies (as defined under the Companies Act 2006). IRIS is permitted to sub-contract or delegate its rights and obligations under this Agreement to a Sub-Contractor but will remain contractually responsible for any obligations which are subcontracted. The Customer may only assign, sub-contract or otherwise transfer any of its rights or obligations with the prior written consent of IRIS.

17. Entire Agreement and Variation

17.1 This Agreement and any document expressly incorporated in it contains the entire agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

17.2 No amendment to an Order or to the terms of this Agreement which are requested by the Customer shall be valid unless and until accepted in writing by IRIS.

17.3 IRIS reserves the right to amend this Agreement at any time, on 30 days prior written notice.

18. Third Party Rights

18.1 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19. Notices

19.1 Any notice required or permitted to be given under this Agreement must be in writing and

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delivered personally, sent by courier, first class post such that the notifying party can prove delivery of the notice, in each case to the address of the receiving party set out in the Order. For the purposes of clauses 5 and 17.3, IRIS may give such notice to Customer via e-mail, to the e-mail address set out in the Order.

20. Severability

20.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

21. Waiver

21.1 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

22. Law and Jurisdiction

22.1 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.