

Terms of Business for the Supply of 7DOTS' Services

1. Interpretation

The definitions and rules of interpretation contained in this paragraph 1 apply in relation to the whole of these terms of business.

1.1 Definitions:

7DOTS: ADINA SEVEN LIMITED (Co. No. 10402474) and/or all other relevant members of its group of companies, including without limitation its subsidiary trading companies 7DOTS LIMITED (Co. No. 07035347) and 7DOTS SMARTER LIMITED (Co. No. 10460015) – as relevant to the specific Contract in which these terms of business are incorporated.

7DOTS' Primary Contact(s): 7DOTS' primary contact(s) relating to the Project or Services, as appointed in accordance with paragraph 4.3 (and/or which are detailed in the Contract).

Contract: 7DOTS' proposal to undertake work for the Customer (or other like contractual offer - by whatever name used); and the Customer's acceptance of such proposal etc. under paragraph 3 (or such other agreement as arises between 7DOTS and the Customer all of which either expressly or impliedly incorporate these terms of business).

Customer: the person, firm or company who contracts to receive Services from 7DOTS.

Customer's Primary Contact(s): the Customer's primary contact(s) relating to the Project or Services, as appointed in accordance with paragraph 5.1(a) (and/or which are detailed in the Contract).

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the laws of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Deliverables: any products and/or materials developed by 7DOTS in relation to the Project in any media, including, without limitation, creative / design files, website design or content, 'app.' or other computer software, logo or banner, data, diagrams, reports and specifications (including drafts) etc.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without

limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Mandatory Policies: such of 7DOTS' business policies and codes (including without limitation 7DOTS' privacy policy), as may be made public and/or notified by 7DOTS to the Customer (from time to time).

Pre-existing Materials: any materials (including without limitation any open source and/or other software and materials incorporating the same) which existed before the commencement of the Project.

Project: the project as described in any Statement of Work.

Project Milestone: any date by which a part of the Project is estimated to be completed, as set out in any Statement of Work.

Services: the strategic advice, content support and/or other services to be provided by 7DOTS under the Contract.

Statement of Work (or 'SOW'): any statement of work (as either contained within the Contract, or as may further develop the provisions of the Contract), describing the Project and setting out the estimated timetable (including, without limitation, any Project Milestones) and the responsibilities of each of the parties for, or in connection with, the provision of the Services by 7DOTS to the Customer in accordance with the Contract.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

VAT: value added tax, as chargeable under English law for the time being (and any similar additional or replacement tax).

- 1.2 Paragraph headings shall not affect the interpretation of these terms of business.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to **writing** or **written** includes email and any other means of transmitting text in a permanent and/or recorded manner (but only where both the sender and the recipient have unequivocally treated the relevant communication as being in writing or written).

1.9 References to paragraphs are to the paragraphs of these terms of business.

2. Application of these terms of business

2.1 These terms of business shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent provisions contained in, or referred to in, any of the Customer produced documentation (by whatever name called), or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on 7DOTS unless it is in writing and signed by a duly authorised representative of 7DOTS.

3. Effect of proposal to undertake work

3.1 7DOTS' proposal to undertake work for the Customer constitutes an offer by 7DOTS to provide the Services specified in such proposal on these terms of business. Accordingly, the execution and return of the acknowledgement copy of the proposal to undertake work by the Customer, or the Customer's agreement to 7DOTS commencement or execution of work pursuant to the proposal to undertake work, shall establish a contract for the supply of those Services on these terms of business.

3.2 For clarity and certainties sake, the effect of paragraph 3.1 is that any Customer's standard terms (as may be) attached to, enclosed with, or referred to in any communications from the Customer to 7DOTS (at any time) shall not govern the Contract.

4. 7DOTS' obligations

4.1 7DOTS shall use its reasonable endeavours to manage and complete the Project, and to deliver relevant Deliverables to the Customer, in accordance in all material respects with the Statement of Work.

4.2 7DOTS shall use its reasonable endeavours to meet the performance dates specified in the Statement of Work, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

4.3 7DOTS shall appoint the 7DOTS' Primary Contact(s), who shall have authority to contractually bind 7DOTS on all matters relating to the Project. 7DOTS shall use its reasonable endeavours to ensure that the same person(s) act as the 7DOTS Primary Contact(s) throughout the Project, but may replace them from time to time where reasonably necessary in the interests of 7DOTS' business.

5. Customer's obligations

5.1 The Customer shall:

- (a) constructively co-operate with 7DOTS in all matters relating to the Project and appoint the Customer's Primary Contact(s), who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide in an efficient and timely manner such access to the Customer's systems and data, and such on-site working and other facilities, as is reasonably requested by 7DOTS;
- (c) provide in an efficient and timely manner such information as 7DOTS may reasonably request, and ensure that such information is accurate in all material respects; and
- (d) be responsible (at its own cost) for preparing its premises, equipment and / or systems for the supply of the Services.

5.2 If 7DOTS' performance of its obligations under the Contract is prevented, delayed or extended or 7DOTS suffers loss by virtue of any act or omission of the Customer (or the Customer's agents, sub-contractors or employees), the Customer shall in all circumstances be liable to pay to 7DOTS (on demand) appropriate additional fees and all reasonable costs, charges and/or losses sustained or incurred by it on an indemnity basis (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to 7DOTS advising such additional fees, costs, charges and/or losses to the Customer in writing.

5.3 The Customer shall not, without the prior written consent of 7DOTS, at any time from the date of the Contract until the expiry of twelve (12) months after the completion of the last of the Services, solicit or entice away from 7DOTS or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of 7DOTS, except that the Customer shall not be in breach of this paragraph 5.3 if the Customer hires an employee or sub-contractor of 7DOTS as a result of an independent recruitment campaign not specifically targeted to any employees or sub-contractors of 7DOTS.

5.4 Any consent given by 7DOTS in accordance with paragraph 5.3 shall be subject to the Customer paying to 7DOTS on demand a sum equivalent to twenty per cent. (20%) of

the then current annual remuneration of the 7DOTS' employee or sub-contractor or, if higher, twenty per cent. (20%) of the annual remuneration to be paid by the Customer to such employee or sub-contractor.

- 5.5 The Customer shall observe, and assist 7DOTS to comply with 7DOTS' Mandatory Policies.

6. Change control

- 6.1 The Customer's Primary Contact(s) and 7DOTS' Primary Contact(s) shall regularly discuss matters relating to the Project and respond promptly to any request from the other party to do so. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

- 6.2 If either party requests a change to the scope or execution of the Services, 7DOTS shall, within a reasonable time, provide an appropriate written (revised) proposal to the Customer of:

- (a) the likely time required to implement the requested change;
- (b) any variations to the 7DOTS' fee charges arising from the requested change;
- (c) the likely effect of the requested change on the Statement of Work; and
- (d) any other impact of the requested change on the terms of the Contract.

- 6.3 If 7DOTS requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

- 6.4 If the Customer wishes 7DOTS to proceed with the requested change, 7DOTS has no obligation to do so unless and until all sums due to 7DOTS as at that date are settled in full, and the parties have agreed in writing on the necessary variations to (i) 7DOTS fee charges, (ii) the Statement of Work, and (iii) any other relevant terms of the Contract (to take account of the requested change).

7. Fee charges and payment

- 7.1 Paragraph 7.2 shall apply to the extent that any of the Services are to be provided on a time-and-materials basis.

Paragraph 7.3 and paragraph 7.4 shall apply to the extent that any of the Services are to be provided on a fixed price basis.

The remainder of this paragraph 7 shall apply in either case.

- 7.2 Where the Services are provided on a time-and-materials basis:

- (a) the fee charges payable for the Services shall be calculated in accordance with 7DOTS' specified (or standard) daily or hourly fee rates (as may be amended by 7DOTS from time to time);
- (b) 7DOTS' standard daily fee rates are calculated on the basis of an eight-hour day worked within usual daylight working hours on weekdays (excluding weekends and public holidays);
- (c) 7DOTS shall be entitled to charge at an appropriate market practice commercial overtime rate for hours or part days in relation to any time worked by members of 7DOTS's project team outside the hours referred to in paragraph 7.2(b) and on a pro-rata basis;
- (d) 7DOTS shall ensure that all members of the project team complete time records recording the time spent on the Project, and 7DOTS shall use such time records to calculate the fee charges covered by each periodic invoice referred to in paragraph 7.2(e); and
- (e) 7DOTS shall invoice the Customer periodically in arrears for its fee charges for time, expenses and materials (together with VAT - where required to be charged) for the relevant preceding period concerned, calculated as provided in this paragraph 7.

7.3 Where the Services are provided on a fixed price basis, the total price for the Services shall be the amount set out in the Statement of Work. The total price shall be paid to 7DOTS in such instalments as may be specified in the Statement of Work relating to 7DOTS achieving the corresponding Project Milestone. On achieving a Project Milestone, 7DOTS shall invoice the Customer for the fee charges that are then payable, together with expenses and the costs of materials (together with VAT - where required to be charged), calculated as provided in paragraph 7.4.

7.4 Any fixed price contained in the Statement of Work excludes:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by 7DOTS' project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties and required by 7DOTS for the supply of the Services. Such expenses, materials and third party services shall be invoiced by 7DOTS (at cost); and
- (b) VAT, which 7DOTS shall add to its invoices at the appropriate rate – where required to be charged).

7.5 Invoices are due for payment upon the date of their receipt by the Customer, and the Customer shall pay each invoice submitted to it by 7DOTS in full, in cleared funds, and within thirty (≤ 30) days of receipt.

- 7.6 Without prejudice to any other right or remedy that 7DOTS may have, if the Customer fails to pay 7DOTS on the due date, 7DOTS may:
- (a) charge interest on such sums from the due date for payment at the annual rate of five per cent. (5%) above the base (repo) rate from time to time of the Bank of England, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.
- 7.7 Time for payment shall be of the essence of the Contract.
- 7.8 All contractual payments to 7DOTS specified under the Contract for work undertaken to date shall become immediately due and payable upon termination of the Contract, despite any other provision of the Contract. This paragraph is without prejudice to any other rights as are provided under the Contract.
- 7.9 All amounts due under the Contract shall be paid by the Customer to 7DOTS in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of such taxes as are required by law).
- 7.10 7DOTS may (without prejudice to any other rights it may have), set off any liability of the Customer to 7DOTS against any liability of 7DOTS to the Customer.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights and all other rights in any Deliverables and the Services shall be retained (and to the extent relevant will be owned) absolutely by 7DOTS. 7DOTS hereby licenses all such rights to the Customer free of charge and on a non-time limited, non-exclusive, non-transferable and worldwide basis to such extent as is reasonably necessary to enable the Customer to make appropriate use of any Deliverables and the Services in such manner as is envisaged by the parties. If 7DOTS terminates the Contract under paragraph 12.1, such licence will automatically terminate.
- 8.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional upon 7DOTS (and/or the Customer) having obtained or being able to obtain a valid end-user licence (or sub-licence) of such rights from the relevant licensor, in 7DOTS case - on such terms as will entitle 7DOTS to license (or sub-licence) such rights to the Customer. 7DOTS will (upon appropriate request from the Customer) use its reasonable endeavours to seek to obtain the same, but the Customer acknowledges that this may not be practically possible either on acceptable terms (or at all).

9. Confidentiality and 7DOTS' property

- 9.1 Without limiting the remaining provisions of this paragraph 9, the Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by 7DOTS (or its agents), and any other confidential information concerning 7DOTS' business or affairs which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to 7DOTS, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 9.2 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. Either party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.3 Subject to paragraph 9.5, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 9.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the provisions of these paragraphs.
- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 9.6 All materials, equipment and tools, drawings, specifications and data supplied by 7DOTS to the Customer shall at all times be and remain the exclusive property of 7DOTS, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to 7DOTS, and shall not be disposed of or used other than in accordance with 7DOTS' written instructions or authorisation.
- 9.7 The above provisions of this paragraph 9 shall survive termination of the Contract, however arising.

10. Data protection

- 10.1 Both parties will observe and comply with all applicable requirements of the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer may be a Data Controller and 7DOTS may be a Data Processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The parties agree that the scope, nature and purpose of any processing by 7DOTS, the duration of any such processing and any types of personal data (as defined in the Data Protection Legislation - **Personal Data**) and any categories of Data Subject shall be limited to what is necessary for the sole purposes of performance of the Contract.
- 10.3 Without prejudice to the generality of paragraph 10.1, the Customer will ensure that it has all necessary or appropriate consents and notices in place to enable lawful transfer of any Personal Data to 7DOTS for the duration and purposes of the Contract.
- 10.4 The Customer consents to 7DOTS appointing appropriate third-party processors of any Personal Data under the Contact (subject to 7DOTS entering into with the third-party processor an agreement incorporating terms which are substantially similar to those set out in this paragraph 10).
- 10.5 Either party may, at any time on not less than thirty (≥ 30) days' notice, revise this paragraph 10, by replacing it with any applicable controller to processor provisions forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

11. Limitation of liability

The Customer is specifically notified as to the contents of this paragraph 11.

- 11.1 The following provisions set out the entire potential financial liability of 7DOTS (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract howsoever arising;
 - (b) any use made by the Customer of the Services, any Deliverables or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Contract.
- 11.2 All warranties, paragraphs and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these paragraphs excludes the liability of 7DOTS for:
- (a) death or personal injury caused by 7DOTS' negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 11.4 Subject to paragraph 11.2 and paragraph 11.3:
- (a) 7DOTS shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill (or similar losses); or
 - (iv) loss of anticipated savings or benefits; or
 - (v) excessive or unnecessary additional expenditure; or
 - (vi) loss of goods; or
 - (vii) loss of contract; or
 - (viii) loss of use; or
 - (ix) loss or corruption of data or information; or
 - (x) any other special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - (b) 7DOTS' total liability in contract, tort (including without limitation negligence or breach of statutory duty - howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the aggregate price paid by the Customer under the Contract.

12. Termination

12.1 In addition to such other specific termination provision (whether on notice or otherwise) as may be specifically provided for under the Contract, and without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract (without liability to the other) if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (≥ 7) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (≤ 14) days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or

enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph 12.1(d) to paragraph 12.1(j) (inclusive);
- (l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010), and the exercise of such termination rights is commercially appropriate and reasonable on an objective basis.

12.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13. Force majeure

7DOTS shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation, strikes; lock-outs or other industrial disputes (whether involving the workforce of 7DOTS or any other party); failure of a utility service or transport network; act of God; war; riot; civil commotion; distributed denial of service (DDOS) or other cyber-attack; malicious damage; required compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire; flood; storm; or default of suppliers or sub-contractors.

14. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

- 16.1 If any provision (or part-provision) of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 16.2 If any provision (or part-provision) of the Contract is deemed deleted under paragraph 16.1, the parties shall negotiate in good faith to substitute an alternative provision so that, to the greatest extent possible, such substituted provision achieves the intended commercial result of the original provision.

17. Entire agreement

- 17.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18. Assignment

- 18.1 The Customer shall not, without the prior written consent of 7DOTS (such consent not to unreasonably withheld or delayed), assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.2 7DOTS may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. 7DOTS shall use its reasonable endeavours to notify the Customer of any such dealing.

19. No partnership or agency

Nothing in the Contract 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 any authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. Third party rights

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

21. Notices

21.1 Any notice or other formal communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

21.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt (or at the time the notice is left at the proper address); or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting (or at the time recorded by the delivery service).

21.3 This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Governing law

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

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

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This is an important document which we recommend you keep in a safe place for future reference. Your commencement of trading with 7DOTS will amount to your acceptance of these terms of business and any specific terms of our accompanying proposal and / or other relevant correspondence constituting the Contract.

However, please sign and date these terms of business and / or any accompanying (or to follow) proposal etc. as provided by 7DOTS - and - return them to 7DOTS without delay (or

otherwise expressly confirm your acceptance of these terms of business), so that we can be confident that you understand the basis on which 7DOTS will provide you with 7DOTS' services

Customer Acknowledgement

We acknowledge receipt of these terms of business and confirm (together with such specific provisions as we may have agreed in other documentation constituting the Contract), that it accurately records the basis upon which 7DOTS has agreed to provide services to us.

Signed: _____

NAME: _____ (PRINT)

Date: _____ DD / MM / YYYY

Duly Authorised – For and on behalf of:-

(PLEASE COMPLETE - CUSTOMER NAME)