

GRAPHCORE

TERMS AND CONDITIONS FOR SALE OF GRAPHCORE PRODUCTS

Introduction and Parties

1 These Terms apply to the Contract between the
"Customer" (as defined in the Order Confirmation) and
GRAPHCORE LIMITED of 9th Floor, 107 Cheapside,
London EC2V 6DN ("**Graphcore**").

2 Except only where otherwise agreed in writing signed by
an officer of Graphcore, the Quote, Order Confirmation,
and these Terms form a legally binding agreement to the
exclusion of any other terms that the Customer seeks to
impose or incorporate or which are implied by trade,
custom or course of dealing and supersede previous
agreements on the same subject matter. In the event of
any conflict between the Customer's terms, these Terms
shall prevail.

3 In the event of a conflict between a Quote, an Order, Order
Confirmation and these Terms, then the Order
Confirmation, followed by the Quote, Terms and Order
shall prevail in the foregoing sequence.

Definitions and Interpretation

1 The following terms shall be defined as follows:

2 "**Applicable Laws**" the laws, regulations, regulatory
policies, directives, ordinances, guidelines, industry codes
or statutes of United Kingdom, the European Union, US
and any other jurisdictions which relevant to the
engagement between the parties respecting a Contract.

3 "**Business Days**" a day (other than Saturday, Sunday or
public holiday) when banks in London are open for
business.

4 "**Contract**" the contract between Graphcore and the
Customer for the sale and purchase of the Products.

5 "**Delivery**" delivery in accordance with clause 4.

6 "**Delivery Date**" the date provided by Graphcore for
delivery of an Order in accordance with clause 4.2.

7 "**Documentation**" the documentation supplied with the
Products or published on Graphcore's website including
the Specification.

8 "**Force Majeure Event**" means any circumstance not in a
party's reasonable control including: acts of God, flood,
drought, earthquake or other natural disaster; epidemic or
pandemic; terrorist attack, civil war, civil commotion or
riots, war, threat of or preparation for war, armed conflict,
imposition of sanctions, embargo, or breaking off of
diplomatic relations; nuclear, chemical or biological
contamination, or sonic boom; cyber-attack; any law or
action taken by a government or public authority including
imposing an import or export restriction, quota or
prohibition or failing to obtain or revocation of any licence
or consent; collapse of buildings, fire, explosion or
accident or any labour or trade dispute, strikes or industrial
lockout.

9 "**Graphcore Code of Conduct**" the policies relating to
code of conduct published on Graphcore's website as
updated from time to time.

10 "**Intellectual Property Rights**" all intellectual property
rights of any nature whatsoever throughout the world
including any: (i) patent rights, registered trademarks,
copyright, designs and any and all applications for
registration of any of the same wheresoever made; (ii)
unregistered patents, trademarks, copyright and designs;
know-how and trade secrets howsoever arising; and
database rights and any right or interest in any of the
foregoing, together with rights of the same or similar effect
or nature as those listed above, in each case in any
jurisdiction and the absolute entitlement to any
registrations granted pursuant to applications in respect of
the above, all goodwill and the right to bring, make,
oppose, defend, appeal proceedings, claims or actions
and obtain relief (and retain any damages recovered) in

respect of any infringement, or any other cause of action
arising from ownership of any Intellectual Property Rights.
2.11 "**Order**" a written communication from Customer to
purchase the Products.

2.12 "**Order Confirmation**" a confirmation of an Order in
accordance with clause 3.

2.13 "**Quote**" a quotation issued in by Graphcore in writing
containing a description of Product, quantity and price,
together with additional terms.

2.14 "**Price**" the price of the Product as set out in an Order
Confirmation, Quote or both.

2.15 "**Product(s)**" the Graphcore products (or any part of them)
in a Quote.

2.16 "**RMA Process**" the return merchandise authorization
process as set out in clause 5, as supplemented or
amended by the Documentation.

2.17 "**Specification**" the specification for the Products which
may be amended from time to time by Graphcore.

2.18 "**Terms**" these Terms and Conditions of Sale.

2.19 A reference to a statute or statutory provision is a
reference to such statute or provision as amended or re-
enacted. A reference to a statute or statutory provision
includes any subordinate legislation made under that
statute or statutory provision, as amended or re-enacted.
Any phrase introduced by the terms **including, include,
in particular** or any similar expression shall be construed
as illustrative and shall not limit the sense of the words
preceding those terms.

3. Quotes, Orders and Order Confirmations

3.1 The Customer may place Orders with Graphcore. An
Order is only accepted when an Order Confirmation is
issued by Graphcore, at which stage a Contract is formed.

3.2 Any samples, written materials or oral representations
provided by or on behalf of Graphcore shall not form part
of the Contract.

4. Delivery

4.1 Delivery shall be EXW (Incoterms 2010). Graphcore may
deliver the Products in one or more instalments.
Graphcore may invoice for the Products delivered in such
instalments. Delay or defect of any part of an Order, shall
not entitle the Customer to cancel the Contract or any
other Orders.

4.2 If Graphcore fails to deliver the Products by the Delivery
Date, Graphcore's liability shall be limited to the costs and
expenses incurred by the Customer in obtaining
replacement products of similar description and quality in
the cheapest market available, less the price of the
Products. Graphcore shall not be liable for any delay in
Delivery of any Products that is caused by a Force Majeure
Event.

5. Acceptance and Quality of Products

5.1 The Customer may reject any Products that do not
materially comply with the Specification on account of any
defect, provided that the Customer gives written notice of
rejection to Graphcore in accordance with Graphcore's
RMA process or within 7 Business Days of Delivery
whichever is the earlier. The Customer shall either allow
Graphcore reasonable access to inspect the Products at
Customer's site or (at Graphcore's request) shall return
the relevant Products, unaltered and in their original
packaging to Graphcore for inspection at Customer's own
risk and expense.

5.2 If Graphcore accepts that the Products do not comply with
the Specifications, then Graphcore shall within 7 Business
Days of that acceptance, at its sole election either: (i)
supply a replacement Product; or (ii) repair the Product; or
(iii) notify the Customer that it is unable to supply a

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replacement or repair to the Product, in which case Graphcore shall refund the fees paid or at its option, provide a credit to the customer.

3 The Products shall be deemed accepted if: (i) the Customer fails to give notice as specified in clause 5.1; (ii) the Customer has started using the Products in manufacturing or has incorporated the Products in any customer products and/or shipped the Products to their end customers.

4 Graphcore shall not be liable for any Products and shall have no obligations under clause 5.2 and 6.1 if: (i) the Customer fails to give notice under clause 5.1; (ii) the Customer makes any further use of those Products after giving notice in accordance with clause 5.1; (iii) the defect or non-conformance arises because the Customer failed to use the Products in accordance with the Documentation, Graphcore's oral instructions or sensible measures for the storage, commissioning, installation, use and maintenance of the Products or good trade practice regarding the same; (iv) the Customer alters or repairs the Products without the written consent of Graphcore; (v) the defect or non-conformance arises as a result of combining the Products with a third party product or third party software (without the express consent of Graphcore) or other than as expressly stated in the Documentation; or (vi) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage, working conditions or use.

These Terms shall apply equally to any replacement or repaired Products supplied by Graphcore.

Warranty Period

1 Graphcore warrants that, for a period of 12 months from the date of delivery ("**Warranty Period**"), the Products shall:

- (i) conform in all material respects with the Specification; and
- (ii) be free from material defects in design, material and workmanship (the "**Warranty**");

provided, in the case of cables, connectors and plugs, then the above-referenced Warranty Period is 3 months from the date of delivery.

2 Graphcore's only liability to the Customer if the Products fail to comply with the Warranty is as set out in clause 5.2.

3 The terms implied by: (i) sections 13 to 15 of the Sale of Goods Act 1979; and (ii) the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from these Terms.

Title and Risk

1 Risk of loss or damage to the Products shall pass to the Customer based on EXW (Incoterms 2010). The Customer shall be responsible for insurance of the Products.

2 Title to the Products shall only pass to the Customer after the later of Delivery or Graphcore receiving payment in full cleared funds for those Products.

Software, Firmware, Drivers and Third Party Software

1 Graphcore may provide software, firmware, drivers and third party software for use with the Products. The Customer's use of such software, firmware, drivers, and third party software shall be subject to the terms of a separately issued written licence by Graphcore, including a click-through licence, the terms of which shall be available at the time of download. These Terms and any Contract is subject to the Customer's compliance with any

such licences issued by Graphcore which shall be a condition precedent.

8.2 Software which is supplied by a third party ("**Third Party Software**") including software provided under open source licensing terms, shall be used subject to the terms of use and licenses associated with the Third Party Software. THIRD PARTY SOFTWARE IS PROVIDED "AS IS", WITH NO WARRANTIES WHETHER EXPRESS, IMPLIED OR BY REASON OF ESTOPPEL, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. Price and Payment

9.1 Prices for Products are exclusive of all federal, state or other government, excise, use, occupational, sales, value added tax (VAT), goods and services tax (GST), export, import or custom fees, arrangements or duties or like taxes or duties now in force or enacted in the future in any jurisdiction (collectively "**Taxes**"). Customer shall pay any Taxes imposed by any government authority on, or measured by, the transaction between Graphcore and Customer and any Taxes paid by Graphcore as required at the time of sale or thereafter, excluding those based on Graphcore's net income. If Customer is required under local law to apply a withholding tax, Customer shall notify Graphcore in advance and reasonably assist in minimizing its impact.

9.2 Graphcore may invoice the Customer upon Delivery.

9.3 The Customer shall pay invoices in full in cleared funds within thirty (30) days following the invoice date. Payment shall be made to the bank account nominated in writing by Graphcore. Customer shall pay all amounts due without set-off.

9.4 If the Customer fails to make any payment due under these Terms then without limiting Graphcore's remedies: (i) the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays' base rate from time to time or the maximum rate allowable by applicable law, whichever is lower; and (ii) Graphcore may suspend all further deliveries of Products until payment has been made in full.

10. No Use in Critical Applications

10.1 CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE SUCH AS LIFE-SUPPORT, SAFETY DEVICES OR SYSTEMS, NUCLEAR FACILITIES, AUTOMOTIVE, AIRCRAFT, AEROSPACE, MILITARY OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE ("**CRITICAL APPLICATIONS**"). CUSTOMER SHALL, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS OR APPLICATIONS THAT INCORPORATE THE PRODUCTS, THOROUGHLY TEST THE SAME FOR SAFETY. CUSTOMER ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF PRODUCTS IN CRITICAL APPLICATIONS.

10.2 The Customer shall indemnify Graphcore and its suppliers from any product liability claims arising from any use of the Products as described in clause 10.1

11. Intellectual Property

11.1 Graphcore reserves and retains all rights including all Intellectual Property Rights in and to the Products. These Terms shall not be construed as granting any licence,

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express or implied under Graphcore or its licensors' Intellectual Property Rights.

- 1.2 The Customer shall not remove, deface or obscure any trademark or intellectual property notices on or relating to the Products.

1. Intellectual Property Indemnity

- 1.1 Subject to the limitations and exclusions in these Terms, Graphcore agrees to defend against claims, suits, or proceedings before a court of competent jurisdiction instituted against Customer to the extent based on a claim that Products as delivered to Customer by Graphcore directly infringes any U.S. patent or copyright or upon any claim that Graphcore has misappropriated or unlawfully disclosed trade secrets of a third party in connection with the design or production of Products (collectively, "**Claims**"), and to pay money damages awarded in a final judgment against Customer or agreed upon by Graphcore in settlement of such Claim, provided that Customer: (i) gives Graphcore prompt notice in writing of the Claim; (ii) permits Graphcore to have sole control over the defense or settlement of the same; (iii) gives Graphcore all necessary information, assistance and additional authority required; and (iv) makes no admission of liability without the permission of Graphcore. If, as a result of a Claim, Customer is enjoined from using Products purchased from Graphcore, Graphcore may, at its sole discretion and option: (a) secure for Customer the right to use Products, (b) modify the Products to be non-infringing, or provide Customer with replacement Products that are non-infringing, or (c) if Graphcore cannot secure such rights or modify or provide such replacement Products on commercially reasonable terms, refund to Customer the price paid for the affected Products and prospectively cease to defend Customer or pay damages hereunder with regard to such Products without being in breach of these Terms. THE FOREGOING STATES THE ENTIRE LIABILITY OF GRAPHCORE AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO CLAIMS RELATING TO THE PRODUCTS. EXCEPT AS EXPRESSLY STATED HEREIN, ALL WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, OR IMPLIED, ARE HEREBY DISCLAIMED.

- 1.2 Notwithstanding the above, Graphcore shall not be liable for any damages, losses, fees, costs or expenses incurred without its prior written authorization, and shall have no obligation or liability for any Claim related to or arising out of: (i) modifications to Products made by any party other than Graphcore or modifications made by Graphcore at the request of Customer; (ii) the use or incorporation in Products of any design or specification on behalf of Customer; (iii) the combination of Products with other products, including combining cores or elements of Products with any other circuitry, software, device, subassembly, system, or materials; (iv) any infringement based on protocols established by standards bodies; (v) a claim or counterclaim against Customer for claims initiated by or on behalf of Customer against a third party; or (vi) failure to use the Products in accordance with the Documentation; (vii) the Customers failure to comply with clause 8.1; (viii) wilful acts of Customer or its Affiliates (collectively, "**Excluded Claims**").

- 1.3 Customer agrees, at its own expense, to defend against claims suits, or proceedings instituted against Graphcore related to or arising from: (i) Excluded Claims; (ii) arising from or related to an allegation that Customer's programming and use (by or on behalf of Customer or its end customer) of the Products infringes upon any patent

or copyright; (ii) the Customers misappropriation or unlawful disclosure of trade secrets of a third party in connection with a Claim (collectively, "**Relevant Claims**"), and to pay money damages awarded in a final judgment against Graphcore for such infringement or misuse, provided that Graphcore (i) gives Customer prompt notice in writing of the Relevant Claim; (ii) permits Customer to have sole control over the defense or settlement of the same; (iii) gives Customer all necessary information, assistance and authority required; and (iv) makes no admission of liability without the permission of Customer. THE FOREGOING STATES THE ENTIRE LIABILITY OF CUSTOMER WITH RESPECT TO RELEVANT CLAIMS.

13. Applicable Laws, FCPA and Graphcore's Code of Conduct

- 13.1 Each party warrants and represents that it shall at all times comply with all Applicable Laws.
- 13.2 Customer warrants and represents that it is familiar with the U.S. Foreign Corrupt Practices Act ("**FCPA**"), applicable similar laws of other countries worldwide, and applicable local governing anti-corruption laws. Customer warrants and represents that it will not make any payment or transfer in connection with any transactions contemplated by these Terms, or otherwise involving Graphcore, in order to obtain or retain business, secure any improper advantage, offer, make or promise to make any payment, or transfer, offer or promise to transfer anything of value, directly or indirectly to: (a) any governmental official or employee (including employees of government owned and government controlled corporations and public international organizations); (b) any political party, official of a political party, or candidate for public office; (c) an intermediary for payment to any of the foregoing; and (d) any other person or entity in a corrupt or improper effort to obtain or retain the Contract or any commercial advantage, such as a permit or license to do business, in connection with the Contract; or (e) any other person or entity if such payment or transfer would violate any Applicable Laws including the laws of the United States.
- 13.3 Customer further warrants and represents that, should it learn of or have reason to suspect any breach of the warranties, representations and covenants in this clause, it will take appropriate remedial steps and promptly notify Graphcore in writing.
- 13.4 Customer warrants and represents that it shall at all times comply with the Graphcore Code of Conduct.
- 13.5 Customer shall indemnify Graphcore and its parent companies, subsidiaries, partners, suppliers, agents and contractors for any costs, expenses, damages or losses incurred as a result of any breach by the Customer of its obligations in this clause 13.

14. Confidentiality

- 14.1 "Confidential Information" means any information disclosed by or on behalf of a party or its Affiliates ("**Discloser**") to the other party or its Affiliates ("**Recipient**"), subject to the exceptions in clause 14.3 below, and may include, but is not limited to, information relating to technology, products, specifications, roadmaps, research, development, designs, manufacturing, strategies, plans, pricing, financials and other matters pertaining to its business, that is either marked "confidential" or "proprietary" or similar legend, or is provided or described under circumstances by which the Recipient should reasonably understand such information is to be treated as confidential, whether or not so marked. The Recipient may use the Confidential Information solely to conduct a business relationship with the Discloser ("**Purpose**"). "**Affiliate**" means an entity which controls, is

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controlled by or is under common control with a party hereto wherein "control" means that the controlling party directly or indirectly has the beneficial ownership of more than fifty percent (50%) of the controlling entity's shares or ownership interest giving the power to direct or cause the direction of the general management of the controlled entity. An entity shall be an Affiliate only during the time when such control exists.

14.2 The Recipient agrees that for a period of five (5) years from the date of disclosure, not to: (i) use the Discloser's Confidential Information for any reason other than the Purpose; (ii) disclose the Confidential Information to any third party except its Affiliates, employees, contractors and sales representatives that have a legitimate "need to know" for furtherance of the Purpose, and are subject to obligations of confidentiality no less restrictive than those herein.

14.3 The obligations of confidentiality shall not apply to information that: (i) is already known to the Recipient at the time of disclosure without obligation of confidentiality; (ii) is or becomes publicly known through no wrongful act or omission of the Recipient; (iii) is rightfully received by the Recipient from a third party without obligation of confidentiality; (iv) is approved for release by written authorization of the Discloser; or (v) was developed by the Recipient independently and without the use or benefit of the Discloser's Confidential Information.

5. Limitation of Liability

5.1 Nothing in these Terms shall limit or exclude Graphcore's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which it would be unlawful for Graphcore to exclude or restrict liability.

5.2 Subject to clause 15.1: (I) GRAPHCORE SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE TO THE CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT; AND (II) GRAPHCORE'S TOTAL LIABILITY TO THE CUSTOMER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID TO GRAPHCORE BY CUSTOMER FOR PRODUCTS IN THE 12 MONTHS PRIOR TO A CLAIM.

5.3 EXCEPT AS PROVIDED ELSEWHERE IN THE TERMS, GRAPHCORE MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER ABOUT THE PRODUCTS, INCLUDING ANY WARRANTIES OR OTHERWISE WHICH RELATE TO MERCHANTABILITY, FUNCTIONALITY, PERFORMANCE, OPERABILITY, FREEDOM FROM DEFECTS OR BUGS, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES THAT MAY ARISE OUT OF A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ANY WARRANTY, CONDITION, REPRESENTATION OR TERM CONCERNING THE SUPPLY OF THE PRODUCTS WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN, THESE TERMS WHETHER BY STATUTE, COMMON LAW OR OTHERWISE IS HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15.4 The parties acknowledge that the limitation of liability in of these Terms and the allocation of risk are an essential element of the bargain between the parties, without which Graphcore would not have entered into these Terms.

16. Termination

16.1 Graphcore may terminate any Contract and these Terms immediately on giving notice: (i) for any material breach of these Terms by the Customer if the breach is not remedied within thirty (30) days after written notice of the breach; (ii) at any time upon thirty (30) days written notice to Customer; (iii) if the Customer's financial position deteriorates to such an extent that in Graphcore's opinion the other party's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy; and/or (iv) immediately if Graphcore reasonably believes the Customer, the use of the Products or any intended use of the Products (whether within an integrated product or otherwise) infringes the Graphcore Code of Conduct.

16.2 Termination of these Terms shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.

16.3 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

17. Assignment and Other Dealings

17.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent of Graphcore.

18. Force Majeure

18.1 If Graphcore is prevented, hindered or delayed from or in performing any of its obligations under these Terms by a Force Majeure Event, then Graphcore shall not be in breach of these Terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

18.2 Graphcore shall: (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Customer of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these Terms; and (ii) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19. Export Control

19.1 Customer will not, without assuring compliance with U.K., U.S. and all applicable export laws and regulations administered by government and/or local governmental authorities, that exist now or as amended, export or re-export (directly or indirectly), divert, or transship any item purchased from Graphcore and/or its subsidiaries, technical data, or a direct product thereof: (i) to any country subject to embargo or special export controls by the United Kingdom or United States; (ii) to any country subject to national security controls; (iii) to any persons or entities identified on a denied person's list or blacklist; (iv) for military or warfare purposes; or (v) for the design, development, production or use of prohibited items, or for any prohibited end uses, including terrorism support, nuclear activities, missile technologies, or chemical or biological weapons.

0. Severance

- 0.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

1. Waiver

- 1.1 A waiver of any right or remedy under these Terms or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 1.2 A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

2. Relationship of Parties

- 2.1 Graphcore and the Customer are independent contractors. Nothing in these Terms creates a joint venture, partnership, franchise, employment or agency relationship or fiduciary duty of any kind. Neither party shall have the power and shall not hold itself out as having the power, to act for or in the name of or to bind the other party.

3. Entire Agreement

- 3.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

4. Third Party Rights

- 4.1 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

5. Governing Law

- 5.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the laws of England.

6. Exclusive Jurisdiction

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

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