

GLOBACAP

LIQUIDITY SERVICE TERMS AND CONDITIONS

These Liquidity Service Terms and Conditions (the “**Liquidity Terms**”) set out the terms on which Globacap Limited (“Globacap”) will provide certain services to facilitate Transactions in Instruments as more fully detailed in Clause 1 of these Liquidity Terms (the “Liquidity Services”). In these Liquidity Terms, any references to “**us**”, “**we**” or “**our**” shall refer to Globacap. Similarly, any references to “you” or “your” refers to Counterparties and Issuers contracting with Globacap under these Liquidity Terms, with the separate terms of Counterparties and Issuers used in relation to obligations specific to those types of clients.

Unless otherwise specified herein, including in the Schedule to these Liquidity Terms, capitalised words used in these Liquidity Terms shall have the meanings given in the [Site Terms and Conditions](#) and the [Customer Terms of Service](#).

These Liquidity Terms act as an addendum to the wider agreement between you and us as established under the Site Terms and Conditions and the Customer Terms of Service as the case may be, as well as any other terms agreed in writing between you and us from time to time. To the extent that you are currently subject to the Site Terms and Conditions and / or the Customer Terms of Service in connection with your use of the Platform or because you engage Services from us, you will continue to be subject to those agreements in connection with your use of the Liquidity Services and these Liquidity Terms shall also apply. To the extent that any conflicts arise between the provisions of the Site Terms and Conditions and the Customer Terms of Service and these Liquidity Terms in relation to the Liquidity Services, the provisions of these Liquidity Terms shall prevail.

If you are agreeing to these Liquidity Terms on behalf of a company or other entity (such as your employer or your business) then any references to “you”, “Counterparties” or “Issuer” means that company or entity, and you represent and warrant to us that you have authority to bind that company or entity and that you agree to these Liquidity Terms on behalf of that company or entity and these Liquidity Terms will be a contract between us and that company or entity.

THESE LIQUIDITY TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN GLOBACAP AND YOU, AND YOU CONFIRM YOUR AGREEMENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE AGREEMENT TO OR ACCEPTANCE OF THESE LIQUIDITY TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE LIQUIDITY SERVICES. THESE LIQUIDITY TERMS SHALL APPLY FROM THE DATE YOU UNDERTAKE EITHER OF THE AFOREMENTIONED ACTIONS AND WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL TERMINATED.

We may periodically update these Liquidity Terms in accordance with any provisions in force from time to time between you and us under the Site Terms and Conditions and / or the Customer Terms of Service as the case may be.

1 Liquidity Services

- 1.1 These Liquidity Terms detail the basis upon which we will provide you with the Liquidity Services. The Liquidity Services comprise of:

- (a) the provision of functionality within the Platform that allows Counterparties to settle Transactions bilaterally on terms agreed between those parties outside of the Platform;
 - (b) the provision of functionality that allows Issuers to arrange for Counterparties to engage in Transactions in its own Instruments within the Platform during a set period of time on terms determined by that Issuer outside of the Platform (a "Liquidity Round"); and
 - (c) the provision of various administrative services to Issuers and Counterparties in connection with the completion of formalities connected to Transactions, including, but not limited to, the completion of stock transfer forms and the payment of any Stamp Duty to HMRC (the "Post-Transaction Services").
- 1.2 We may add, modify or discontinue any feature, functionality or any other tool within the Liquidity Services at our own discretion and without further notice to you. However, if we make any material adverse change in the core functionality of the Liquidity Services, then we will notify you in accordance with the provisions detailed in the Site Terms and Conditions and / or the Customer Terms of Service as the case may be.
- 1.3 Your access to the Liquidity Services may depend on the nature and status of the Account you have with us. Details of what elements of the Liquidity Services are available to each type of Account are available on the Site.

2 Our relationship

- 2.1 The Liquidity Services will be provided by Globacap, an entity authorised and regulated by the FCA with firm reference number 811661. The FCA's registered address is 12 Endeavour Square, London, E20 1JN. Globacap has its registered office at 44 Southampton Buildings, London WC2A 1AP. We can be contacted at support@globacap.com.
- 2.2 The Liquidity Services will be provided on a non-advised basis, meaning that we will not provide you with any advice as to the merits of any particular Instrument or Transaction or whether a particular Instrument or Transaction is suitable for you. Similarly, Globacap will not provide an Issuer with any advice with respect to the structure or terms of a Liquidity Round, which are to be determined by the Issuer in its own discretion. You are solely responsible for any decisions taken in respect of any and all Transactions that you choose to enter or not enter into and / or any Liquidity Rounds that you choose to initiate under these Liquidity Terms. We will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from us.
- 2.3 You should ensure that you have taken sufficient time to read these Liquidity Terms prior to utilising the Liquidity Services. You should also review the Site Terms and Conditions, the Customer Terms of Service and our Risk Warnings, all of which are available via the Site, prior to utilising the Liquidity Services. If you do not understand any of the provisions within these Liquidity Terms or are in any doubt as to your obligations under them, you should seek independent professional advice.
- 2.4 We will treat you as a Retail Client in relation to the Liquidity Services unless we have informed you otherwise in writing, including following a request made by you in connection with other services provided by us that are not addressed by these Liquidity Terms. You may request a different client categorisation to the one we have given you and, if you do so, we will need to contact you to discuss what further information we may require and what additional requirements

may apply in this context. Please be aware that we may reject any request made by you to change your client categorisation.

- 2.5 We may be required to obtain certain information from you such that we can comply with our obligations under Applicable Law and you agree to provide any such information that we may reasonably request in the format within which we request it. You may be denied access to the Liquidity Services until such time as we can obtain sufficient information from you to satisfy our obligations under Applicable Law.
- 2.6 You acknowledge and agree that you will enter into any Transactions as principal and not as agent for any undisclosed person. Unless we have agreed otherwise, you will be solely responsible for performing any obligations under these Liquidity Terms in connection with Transactions entered into as part of the Liquidity Services. We will owe our obligations under this agreement to Counterparties and Issuers only, and we do not accept any obligation to any person other than a Counterparty or an Issuer unless we have agreed to accept any such obligation to that person in writing. You acknowledge and agree that we will not act as your agent in connection with any Transactions entered into under the Liquidity Services and that we will not execute Transactions on your behalf.
- 2.7 Where you are an Issuer and you have appointed a User in accordance with the Customer Terms of Service, we shall be entitled to rely on any instructions provided to us by that User in connection with the Liquidity Services without further verification or authentication of that User.
- 2.8 Details of our complaints procedures, including information on how to make a complaint, can be found in the Site Terms and Conditions.

3 Transactions under the Liquidity Services

- 3.1 The terms of any Transactions entered into under the Liquidity Services shall be determined by the Counterparties themselves outside the Platform or, in the case of a Transaction made pursuant to a Liquidity Round, by the Issuer in its sole discretion. Globacap shall facilitate the settlement of such Transactions solely on the basis of the information provided by the Counterparties via the Platform. Information as to the terms of Transactions to be entered into pursuant to a Liquidity Round, including the price of any Instrument, shall be made available by the Issuer on the specific Deal Page relating to that Liquidity Round. You acknowledge and agree that Globacap has no involvement in or influence over the terms of any Transactions that may be entered into under the Liquidity Services and any such terms must be agreed between the respective Counterparties.
- 3.2 In relation to Transactions undertaken pursuant to a Liquidity Round, the following provisions apply:
- (a) Globacap is not responsible for any materials or information provided by an Issuer on any Deal Page and the Issuer acknowledges and agrees that it is solely responsible for the accuracy and manner of presentation of any such materials or information;
 - (b) The Issuer acknowledges and agrees that it is solely responsible for determining the terms of any Liquidity Round, including any floor or ceiling on the number and / or value of Transactions that can occur in relation to a Liquidity Round, and that it shall communicate such terms to Globacap via the Platform such that they can be reflected on any Deal Page related to that Liquidity Round;

- (c) Counterparties will be required to submit Liquidity Round Orders via the Platform. The required content to be included in a Liquidity Round Order, and the process for submitting such Liquidity Round Order, shall be detailed on the Deal Page;
 - (d) We may aggregate Liquidity Round Orders received under any one Liquidity Round. This means that we may combine your Liquidity Round Orders with the Liquidity Round Orders of other Counterparties in relation to that Liquidity Round, which may then be settled as a single Liquidity Round Order. We may also split your Liquidity Round Order, such that your Liquidity Round Order comprises multiple Transactions with different Counterparties. You acknowledge and agree that we shall not have any liability to you if you obtain less favourable terms under any Transaction as a result of our aggregation or splitting of Liquidity Round Orders;
 - (e) Any Liquidity Round Orders made after the stated cut-off time for that Liquidity Round will not be deemed as received by Globacap and will not be actioned;
 - (f) Liquidity Round Orders demonstrate an irrevocable commitment from a Counterparty to enter into a Transaction and they may not be revoked or cancelled by a Counterparty;
 - (g) Once commenced, an Issuer may not cancel or postpone a Liquidity Round. An Issuer may cancel or postpone a Liquidity Round if it provides not less than 24 hours prior notice to Globacap of the intended cancellation or postponement. Any request to cancel or postpone a Liquidity Round that is made within 24 hours of the proposed commencement time of a Liquidity Round will not be accepted; and
 - (h) The Issuer will be required to approve all Counterparties that will be shareholders as a result of a Transaction. Without that approval, a Transaction cannot settle and ownership of any Instruments cannot transfer to the relevant Counterparty. The approval of Counterparties as shareholders will be made by the Issuer in its sole discretion and Globacap accepts no responsibility for any Liquidity Round Orders or Transactions that expire or are cancelled because of any action or inaction of the Issuer in this regard.
- 3.3 The Liquidity Services may only be provided in relation to an Instrument if the Issuer has made that Instrument eligible for participation in the Liquidity Services via its Account. Globacap has no involvement in determining which Instruments are eligible for participation in the Liquidity Services and is not responsible for any loss or damage that you may suffer in connection with any decisions made by an Issuer in this regard.
- 3.4 Where any Counterparty or Issuer does not complete the relevant formalities to bring about a Transaction within the time specified for that Transaction on the Platform, a Transaction will not arise. In the case of a Liquidity Round, this means that any Liquidity Round Orders submitted by a Counterparty that have not become Transactions within the specified timeframe will expire. You acknowledge and agree that Globacap has no responsibility for the failure of a Transaction to arise in circumstances where any Counterparty or Issuer in connection with that Transaction has not completed the specified formalities to bring about that Transaction.
- 3.5 Globacap reserves the right, in its sole discretion to cancel or refuse to act on any Transaction or Liquidity Round Order where:
- (a) You do not have sufficient funds on your Account to cover the value of a Transaction or Liquidity Round Order;

- (b) The Transaction or Liquidity Round Order is in breach of these Liquidity Terms;
 - (c) The Transaction or Liquidity Round Order has not been entered into in accordance with the specified procedure for that Transaction;
 - (d) The Transaction or Liquidity Round Order would exceed any limit which has been imposed on your Account;
 - (e) We consider that the Transaction or Liquidity Round Order requires further verification in light of its nature, content or the circumstances in which it is entered into or made;
 - (f) By facilitating the Transaction or the Liquidity Round Order we may breach Applicable Law; and / or
 - (g) We reasonably suspect that any Transaction or Liquidity Round Order has not been entered into or made by you.
- 3.6 Where we are permitted under Applicable Law, we will use reasonable endeavours to inform you of the reasons as to why your Transaction or Liquidity Round Order has been cancelled or refused.
- 3.7 In order to effect a sale and purchase of any shares to be transferred in connection with a Transaction, the relevant Counterparties to that Transaction will need to enter into a form of share purchase agreement. A template share purchase agreement is provided in Schedule 2 to these Liquidity Terms and it is open to the Counterparties to utilise this form of share purchase agreement if they so wish. You acknowledge and agree that the template share purchase agreement in Schedule 2 has not been prepared with your specific circumstances in mind and you utilise the template at your own risk. It is the sole responsibility of the Counterparties to validly execute a share purchase agreement in relation to any Transaction, and Globacap shall not be responsible for any losses that you may incur as a result of a failure to enter into a valid share purchase agreement. The Counterparties acknowledge and agree that any share purchase agreement entered into in connection with a Transaction will constitute a bilateral agreement between them and that Globacap shall not be a counterparty to that agreement, nor will Globacap have any rights or obligations under that agreement.
- 3.8 You acknowledge and agree that Globacap is not responsible for errors or inaccuracies in your Transactions as a result of the actions of any Counterparty or Issuer, including your own actions. From time to time, material errors or omissions may occur via our Platform in relation to Transactions. If you know or suspect that an error has occurred in relation to a Transaction, you must notify us as soon as possible explaining the error which you know or suspect has occurred. We will then conduct an investigation and agree next steps with you if our investigation finds that an error has in fact occurred. Our liability for any errors that have arisen via our Platform is addressed in the Site Terms and Conditions.

4 Post-Transaction Services

- 4.1 You acknowledge and agree that you will undertake the Post-Transaction Actions within the required timeframes and in accordance with any instructions provided by Globacap from time to time so as to enable Globacap to perform the Post-Transaction Services. Any failure to complete the Post-Transaction Actions within the relevant timeframes may result in a Transaction lapsing or being cancelled.

- 4.2 In order to perform the Post-Transaction Services, Globacap may need to obtain from you certain information. You acknowledge and agree that you will provide any such information that we may reasonably request for this purpose. You agree to provide the requested information in the format that we require. To the extent that you incur any costs in the provision of such information, for example postage costs in connection with original documentation sent to us, you shall be responsible for bearing such costs.
- 4.3 We are entitled to rely on any information or documentation you provide to us for purposes of the Post-Transaction Services, including any element of the Post-Transaction Actions, without verification or confirmation of the content of such information or documentation. You are solely responsible for the accuracy of any such information or documentation provided to us and to the extent that you suffer loss as a result of any inaccuracies or errors in such information or documentation, we shall have no responsibility to you for such loss.
- 4.4 You appoint Globacap as your exclusive representative to perform the Post-Transaction Services on your behalf and you provide us with all power and authority to undertake the necessary actions to perform all elements of the Post-Transaction Services, including, but not limited to, the preparation of stock transfer forms and coordination with HMRC on the payment of applicable Stamp Duty arising as a result of a Transaction.
- 4.5 Notwithstanding the provision of the Post-Transaction Services, you will remain responsible for any Post-Transaction Actions that you are required to comply with to give effect to a Transaction. The appointment of Globacap as your representative in connection with the Post-Transaction Services does not in any way relieve you of your responsibility to pay any Stamp Duty to HMRC or complete any required tax formalities and you shall remain solely liable for any failings to comply with such tax requirements.
- 4.6 Notwithstanding the provision of the Post-Transaction Services, Counterparties and Issuers shall remain responsible for the satisfaction of their respective obligations under Applicable Law in connection with any Transactions, including, but not limited to, any Corporate Requirements or Filings.

5 Settlement, monies and assets

- 5.1 The timeframes for the settlement of any Transactions may vary and are dependent on certain factors that are outside our control, including the timely completion of any Post-Transaction Actions by Counterparties and the actions of external third-parties, such as HMRC. Globacap provides no guarantee on the timeframes for the settlement of any Transactions entered into under the Liquidity Services.
- 5.2 Globacap is not responsible for any delay or failure in settlement as a result of any Counterparty failing to complete the Post-Transaction Actions within the specified timeframes or in accordance with any instructions provided. We shall not be responsible for any delay or failure in settlement arising as a result of actions outside of our control, such as any delay or failure of HMRC to undertake the relevant actions to facilitate settlement of a Transaction.
- 5.3 Any monies held by us for Counterparties in connection with the Liquidity Services, including monies held pending the completion of any Transaction or Post-Transaction Formalities, will be held as client monies in accordance with the provisions contained in the Site Terms and Conditions and the Customer Terms of Service. Globacap will not hold client monies for Issuers in connection with the Liquidity Services.

- 5.4 You instruct us to hold any Instruments connected to Transactions made under the Liquidity Services until we receive instructions from you to the contrary. All Instruments will be held as safe custody assets in accordance with the provisions contained in the Site Terms and Conditions and the Customer Terms of Service. We may require you to enter into a separate agreement with us governing any custody services that we may provide to you in connection with any Instruments.
- 5.5 Where you are Counterparty that has sold an Instrument as part of a Transaction made under the Liquidity Services and that Instrument is not currently held by us, you agree to comply with our instructions to ensure that the Instrument is transferred to us within the time period specified by us following the conclusion of a Transaction.
- 5.6 You will be responsible for the payment of any fees due and payable to us in connection with our provision of the Liquidity Services within the time periods communicated by us to you in respect of such payments. Details of the fees that apply to Transactions and to Liquidity Rounds are detailed on the Site. To the extent that Globacap incurs charges from third-parties when acting on your behalf, such as when assisting in respect of the Post-Transaction Actions, we may choose to pass those charges onto you. We may impose and / or vary our fees or charges where we consider that we have a valid reason for doing so, and we will give you notice of at least 30 days before such changes come into effect.
- 5.7 Instruments may be denominated in a number of currencies, details of which will be provided via the Platform. Unless we notify you otherwise, all fees and charges payable in connection with the provision of the Liquidity Services must be paid to us in Pounds Sterling. Where Instruments are denominated in a currency other than Pounds Sterling, we will convert any such currency into Pounds Sterling for purposes of determining the value of that Transaction and, therefore, the value of any fees and charges payable. When effecting such conversion, we will use the rates prevailing at the time of the relevant conversion. Where you choose to enter into Transactions in Instruments that are denominated in a currency other than Pounds Sterling, you will be exposed to currency risk caused by changes in prevailing exchange rates. You acknowledge and agree that it is your responsibility to manage this risk and that we are not liable for any losses that you may suffer as a result. You acknowledge that, when determining the relevant Stamp Duty payable in respect of a Transaction, HMRC employs its own process for converting foreign currency into Pounds Sterling and Globacap has no control over that process, nor is it responsible for any calculations made by HMRC in this regard.

6 Your representations to us in relation to the Liquidity Services

- 6.1 In providing the Liquidity Services to you under these Liquidity Terms, we are entitled to rely on the following representations as having being confirmed by you to be true and accurate as at the effective date of these Liquidity Terms and each time you utilise the Liquidity Services thereafter:
- (a) If you are a natural person, you are at least 18 years old;
 - (b) If you are a company or entity, you are validly existing in accordance with Applicable Law in the jurisdiction of your incorporation, there are no Corporate Requirements restricting your ability to enter into a Transaction or commence a Liquidity Round;
 - (c) You have full authority, standing and capacity to enter into Transactions and, as the case may be, submit Liquidity Round Orders;

- (d) You have obtained all necessary authorisations, consents, permissions and licences to engage in the activities envisaged in the receipt of the Liquidity Services;
- (e) You have sufficient knowledge and experience of the Instruments to engage in Transactions under these Liquidity Services;
- (f) You are acting on your own behalf and will enter these Liquidity Terms as principal and, except where we have agreed otherwise, you are not acting as agent on behalf of any other undisclosed person;
- (g) You will use the information and documentation provided in the Deal Pages solely in connection with Transactions in accordance with the Liquidity Services and will not reproduce, replicate or republish any such information or documentation;
- (h) Where you are an Issuer, the Instruments to which a Liquidity Round shall relate have been validly issued and are free from all encumbrances, liens and charges; and
- (i) Where you are a Counterparty entering into a Transaction to sell Instruments via the Platform you are the owner of all Instruments and such Instruments are free from all encumbrances, liens and charges.

6.2 You must notify us immediately if:

- (a) The representations detailed in paragraph 6.1 are not true and accurate as at the effective date of these Liquidity Terms; or
- (b) If, at any time after the effective date of these Liquidity Terms, the representations detailed in paragraph 6.1. cease to be true and accurate.

7 Miscellaneous

- 7.1 No person that is not a party to these Liquidity Terms shall have any right to enforce any provision of these Liquidity Terms under the Contract (Rights of Third Parties) Act 1999.
- 7.2 These Liquidity Terms form a binding contractual agreement between Globacap and you, and nothing in these Liquidity Terms shall create a bilateral agreement between any Counterparty and an Issuer or between Counterparties.
- 7.3 These Liquidity Terms and any non-contractual obligations arising out of or in connection with these Liquidity Terms shall be governed by, and interpreted in accordance with, the laws of England.
- 7.4 The courts of England shall have exclusive jurisdiction to hear all and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with these Liquidity Terms. Nothing in this Clause 7.4 shall prevent us from bringing proceedings against you in any other jurisdiction.

SCHEDULE 1

DEFINITIONS

| | |
|---------------------------|---|
| Applicable Law | means any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect in any jurisdiction |
| Counterparty | means a counterparty to any Transaction entered into under these Liquidity Terms |
| FCA | means the Financial Conduct Authority or any successor authority |
| HMRC | means Her Majesty's Revenue and Customs or any successor authority |
| Instrument | means any security issued by an Issuer that is capable of being subject to a Transaction |
| Issuer | means a company or entity that has issued an Instrument that is capable of being subject to a Transaction |
| Liquidity Round | has the meaning given in Clause 1.1(b) |
| Liquidity Round Order | means an order submitted by a Counterparty to buy or sell an Instrument under a Liquidity Round |
| Post-Transaction Actions | means all applicable formalities to be undertaken in order to validly settle a Transaction, including, but not limited to, the transfer of monies to facilitate payment for any particular Transaction, the transfer of monies for the payment of stamp duty or associated taxes, and the provision of information to facilitate the completion of a stock transfer form. |
| Post-Transaction Services | has the meaning given in Clause 1.1(c) |
| Transaction | means a transaction in an Instrument that occurs via the Platform under these Liquidity Terms, including but not limited to the Sale and Purchase of an Instrument or in the case of any instrument held under a Nominee structure, the assignment of any beneficial interest in such Instrument. |

SCHEDULE 2

SHARE PURCHASE AGREEMENT BETWEEN COUNTERPARTIES

THIS AGREEMENT is dated [INSERT DATE] and is made between:

- (1) The Counterparty identified on the Platform as the Counterparty selling shares as part of a Transaction made under the Liquidity Services (the **Seller**); and
- (2) The Counterparty identified on the Platform as the Counterparty buying shares as part of a Transaction made under the Liquidity Services (the **Buyer**).

Capitalised terms in this Agreement shall have the meaning given in the Liquidity Terms unless otherwise specified herein.

8 Transaction Details

- 8.1 The Seller shall sell to the Buyer and the Buyer shall buy from the Seller the relevant shares which are the subject of a Transaction to be settled via the Platform (the **Sale Shares**). The Seller shall sell the Sale Shares to the Buyer with full title guarantee and free from all mortgages, charges, liens, pledges, options, restrictions or other rights or claims, or any other encumbrance or security interest of any kind (each an **Encumbrance** and together **Encumbrances**).
- 8.2 Title to, and beneficial ownership of, the Sale Shares shall pass to the Buyer on completion of the Post-Transaction Actions, together with all associated rights and benefits attaching or accruing to them on or after such completion.
- 8.3 The consideration for the Sale Shares shall be the payment by the Buyer to the Seller in cash of the agreed price for those Sale Shares within a timeframe notified to the Buyer via the Platform.
- 8.4 The completion of the Transaction shall occur on the satisfaction of all Post-Transaction Actions by the relevant parties, and the satisfaction by the Buyer of its obligations under Clause 1.3.

9 Warranties

- 9.1 The Seller warrants to the Buyer that each of the warranties detailed in this Clause 2.1 are true and accurate in all material respects at the date of this Agreement:
 - (a) the Seller is the legal and beneficial owner of and is entitled to sell and transfer or procure the sale and transfer of the full legal and beneficial ownership in the Sale Shares to the Buyer on the terms set out in this Agreement;
 - (b) there is no Encumbrance on, over or affecting the Sale Shares, there is no agreement or commitment to give or create any such Encumbrance and no person has made any claim to be entitled to any right over or affecting the Sale Shares;
 - (c) the Seller has the right, power and authority and has taken, or will take, all action necessary to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement, and this Agreement will, when executed, constitute legal, valid and binding obligations of the Seller enforceable in accordance with its respective terms; and

- (d) no consent, authorisation, licence or approval of or notice from any governmental, administrative, judicial or regulatory body, authority or organisation is required to authorise the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Seller of its obligations under this Agreement.

9.2 Each warranty detailed in Clause 2.1 shall be construed as a separate and independent warranty and the Buyer shall have a separate claim and right of action in respect of every breach of a warranty

10 Miscellaneous

10.1 Each party acknowledges and agrees that:

- (a) this Agreement constitutes the entire agreement between the parties and supersedes any prior agreement, understanding, undertaking or arrangement between the parties relating to the subject matter of this Agreement;
- (b) by entering into this Agreement, they do not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not and whether made in writing or not) other than as expressly set out in this Agreement;
- (c) no party may rescind or terminate this Agreement for breach of contract or for negligent or innocent misrepresentation or otherwise; and
- (d) nothing in this Clause 3.1, and no other limitation in this Agreement, shall exclude or limit any liability for fraud.

10.2 Each provision of this Agreement is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, it being the parties' intention that every provision of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10.3 Neither party shall be entitled to amend this Agreement.

10.4 This Agreement may be executed in any number of counterparts. Each counterpart, when duly exchanged or delivered, is an original, but the counterparts together are one and the same agreement. The parties acknowledge and agree that any counterpart may take the form of an electronic copy of this Agreement.

10.5 Neither party shall be entitled to assign the benefit of any rights under this Agreement.

10.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

10.7 Any notices that are required to be given by the parties under this Agreement shall be made via the Platform to the respective recipient.

10.8 This Agreement and any non-contractual obligations connected with it shall be governed by English law. The parties irrevocably agree that all disputes arising under or in connection with this Agreement, or in connection with the negotiation, existence, legal validity, enforceability or

termination of this Agreement, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.

- 10.9 The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to determine any claim, dispute or difference arising out of or in connection with this Agreement, whether contractual or non-contractual in nature, and the parties accordingly submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by Buyer: _____

Name:

Signed by Seller: _____

Name: