

Title	Standard Conditions
Version	1.1
Authorized by	Kirsty Mitchell
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1. Interpretation

1.1 The definitions and rules of interpretation in this clause 1.1 apply in the Contract.

Agreed Purposes: Personal Data will be processed by each party as Data Controllers in order to provide a service to End Users.

Authorised Users: those employees, agents and independent contractors of the Provider who are authorised by the Provider to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions: SKM's standard conditions as set out in this document (including any variations agreed between the parties in accordance with the Conditions).

Confidential Information: information that is proprietary or confidential including the information identified as Confidential Information in clauses 10.5 and 10.6.

Contract: together the Deal Sheet and the Conditions.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deal Sheet: the deal sheet to which these Conditions are appended.

Documentation: the user instructions for the Services made available to the Provider from time to time.

End User: the meaning set out in the Deal Sheet.

Fees: the fees payable by the Provider to SKM as set out in the Deal Sheet.

Parties: SKM and the Provider.

Permitted Recipients: the parties, the employees of each party and any third parties engaged to perform obligations in connection with the Contract.

Platform: the online software applications provided by SKM as part of the Services, subject to the provisions of the Deal Sheet.

Policy: SKM's policies as set out in the Hosting, Maintenance, Support Services and Encryption Policy Documentation (from time to time).

Provider: the meaning given in the Deal Sheet.

Provider Data: the data inputted by the Provider, Authorised Users, or SKM on the Provider's behalf for the purpose of using the Services or facilitating the Provider's use of the Services.

Services: the subscription services provided by SKM to the Provider under the Contract as out in the Deal Sheet.

Shared Personal Data: the personal data to be shared between the parties under the Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) contact details of Authorised Users and End Users; and
- b) information about End Users' qualifications, experience, interests, personality and employment history, and
- c) End Users' personal profiles.

SKM: Skillz Miner Limited a company incorporated and registered in Scotland with company number SC447870 whose registered office is at 163 Bath Street, Glasgow, Scotland G2 4SQ.

Start Date: the meaning set out in the Deal Sheet.

Term: the meaning set out in the Deal Sheet.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

1.2 Clause headings shall not affect the interpretation of the Contract.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

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 shall 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 it is in force as at the date of the Contract.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail but not faxes.
- 1.10 References to clauses are to the clauses of these Conditions.

2. Grant of rights and use of Services

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of the Contract, SKM hereby grants to the Provider for the Term a non-exclusive, non-transferable right, without the right to grant sublicences, to:
- (a) permit the Authorised Users to use the Services and the Documentation solely for the Provider's internal business operations; and
 - (b) invite End Users to use the Platform.
- 2.2 In relation to the Authorised Users, the Provider undertakes that:
- (a) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;
 - (b) if SKM discovers that any Authorised User's password has been provided to any individual who is not an Authorised User, then without prejudice to SKM's other rights, SKM shall promptly disable such passwords and SKM shall not issue any new passwords to any such individual.
- 2.3 The Provider shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and SKM reserves the right, without liability or prejudice to its other rights to the Provider, to disable the Provider's access to any material that breaches the provisions of this clause 2.3.
- 2.4 The Provider shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 15.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into SKM's network and information systems.

2.5 The Provider shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify SKM.

2.6 The rights provided under this clause 2 are granted to the Provider only, and shall not be considered granted to any subsidiary or holding company of the Provider.

3. Services

3.1 SKM shall, during the Term, provide the Services and make available the Documentation to the Provider on and subject to the terms of the Contract.

3.2 SKM shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, subject to any maintenance considered required by SKM.

3.3 SKM will, as part of the Services and at no additional cost to the Provider, provide the Provider with SKM's standard support services in accordance with the Policy in effect at the time that the Services are provided.

4. Data Protection

4.1 The Provider shall own all right, title and interest in and to all of the Provider Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Provider Data.

4.2 SKM shall follow its archiving procedures for Provider Data as set out in the Policy. In the event of any loss or damage to Provider Data, the Provider's sole and exclusive remedy against SKM shall be for SKM to use reasonable commercial endeavours to restore the lost or damaged Provider Data from the latest back-up of such Provider Data maintained by SKM in accordance with the archiving procedure described in the Policy. SKM shall not be responsible for any loss, destruction, alteration or disclosure of Provider Data caused by any third party.

4.3 This clause sets out the framework for the sharing of personal data between the parties as controllers, the Shared Personal Data. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

4.4 Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

4.5 Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under the Contract of the nature such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the

case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

4.6 Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- (j) provide the other party with contact details of at least one employee as point of con-

tact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

5. SKM's obligations

- 5.1 SKM undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to SKM's instructions, or modification or alteration of the Services by any party other than SKM or SKM's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, SKM will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Provider with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Provider's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.
- 5.3 SKM does not warrant that:
- (a) the Provider's use of the Services will be uninterrupted or error-free; or
 - (b) that the Services, Documentation and/or the information obtained by the Provider through the Services will meet the Provider's requirements; or
 - (c) the Platform or the Services will be free from Vulnerabilities;
- 5.4 SKM is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Provider acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.5 These Conditions shall not prevent SKM from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 5.6 SKM warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

6. Provider's obligations

The Provider shall:

- (a) provide SKM with all necessary co-operation and all necessary access to such information as may be required by SKM in order to provide the Services;
- (b) comply with all applicable laws and regulations with respect to its activities under the Contract;
- (c) carry out all of its obligations under the Contract in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's breach of the Contract;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for SKM, its contractors and agents to perform their obligations under the Contract;
- (f) ensure that its network and systems comply with the relevant specifications provided by SKM from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network con-

nections and telecommunications links from its systems to SKM's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Provider's network connections or telecommunications links or caused by the internet.

7. Policy

SKM may amend the Policy in its sole and absolute discretion from time to time.

8. Charges and payment

8.1 The Provider shall pay each SKM invoice in respect of Fees within 10 Business Days after the date of such invoice.

8.2 If SKM has not received payment in full within 10 Business Days after the date of such invoice, and without prejudice to any other rights and remedies of SKM:

- (a) SKM may, without liability to the Provider, disable the Provider's password, account and access to all or part of the Services and SKM shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and Fees stated or referred to in the Contract:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 12.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added at the appropriate rate.

9. Proprietary rights

9.1 The Provider acknowledges and agrees that SKM and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Contract does not grant the Provider any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 SKM confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

10. Confidentiality

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A 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; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2 Subject to clause 10.4, 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.

- 10.3 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 terms of the Contract.
- 10.4 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 clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 The Provider acknowledges that details of the Services, and the results of any performance tests of the Services, constitute SKM's Confidential Information.
- 10.6 SKM acknowledges that the Provider Data is the Confidential Information of the Provider.
- 10.7 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.8 The above provisions of this clause 10 shall survive termination of the Contract, however arising.

11. Indemnity

- 11.1 The Provider shall defend, indemnify and hold harmless SKM against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and all legal and other professional fees) arising out of or in connection with the Provider's use of the Services and/or Documentation, provided that:
- (a) the Provider is given prompt notice of any such claim;
 - (b) SKM provides reasonable co-operation to the Provider in the defence and settlement of such claim, at the Provider's expense; and
 - (c) the Provider is given sole authority to defend or settle the claim.
- 11.2 SKM shall defend the Provider, its officers, directors and employees against any claim that the Provider's use of the Services or Documentation in accordance with the Contract infringes any third party's intellectual property rights and shall indemnify the Provider for any amounts awarded against the Provider in judgment or settlement of such claims, provided that:
- (a) SKM is given prompt notice of any such claim;
 - (b) the Provider provides all necessary co-operation to SKM in the defence and settlement of such claim, at SKM's expense; and
 - (c) SKM is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, SKM may procure the right for the Provider to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 5 Business Days' notice to the Provider without any additional liability or obligation to pay liquidated damages or other additional costs to the Provider.
- 11.4 In no event shall SKM, its employees, agents and sub-contractors be liable to the Provider to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than SKM; or

- (b) the Provider's use of the Services or Documentation in a manner contrary to the instructions given to the Provider by SKM; or
- (c) the Provider's use of the Services or Documentation after notice of the alleged or actual infringement from SKM or any appropriate authority.

11.5 The foregoing and clause 12.3(b) states the Provider's sole and exclusive rights and remedies, and SKM's (including SKM's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third party's intellectual property rights.

12. Limitation of liability

12.1 Except as expressly and specifically provided in the Contract:

- (a) the Provider assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Provider, and for conclusions drawn from such use. SKM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to SKM by the Provider in connection with the Services, or any actions taken by SKM at the Provider's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
- (c) the Services and the Documentation are provided to the Provider on an "as is" basis.

12.2 Nothing in the Contract shall operate to exclude or limit the parties' liability for which liability cannot be excluded or limited under law.

12.3 Subject to clause 12.1 and clause 12.2:

- (a) SKM shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- (b) SKM's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Fees paid by the Provider during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1 These Conditions shall, unless otherwise terminated as provided in this clause 13, commence on the Start Date and shall continue for the Term, unless otherwise terminated in accordance with the provisions of the Contract.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) 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, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (b) 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;

- (c) 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;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (e) 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;
- (f) 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;
- (g) 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 10 Business Days;
- (h) 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 clause 13.2(a) to clause 13.2(g) (inclusive); or
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 Without affecting any other right or remedy available to it, SKM may terminate the Contract with immediate effect by giving written notice to the Provider if:

- (a) the Provider 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;
- (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 10 Business Days after being notified in writing to do so;
- (c) the Provider fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 15 Business Days after being notified in writing to make such payment; or
- (d) there is a change of control of the Provider (within the meaning of section 1124 of the Corporation Tax Act 2010).

13.4 On termination of the Contract for any reason:

- (a) all licences granted under the Contract shall immediately terminate and the Provider shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
- (c) 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

SKM shall have no liability to the Provider 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 SKM or any other party), an epidemic, pandemics, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, 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, provided that the Provider is notified of such an event and its expected duration.

15. Assignment

- 15.1 The Provider shall not, without the prior written consent of SKM, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 SKM may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16. General

- 16.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2 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.
- 16.3 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.
- 16.4 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. If any provision or part-provision of the Contract is deemed deleted under this clause 16.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.6 These Conditions does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to The Contract (Third Party Rights) (Scotland) Act 2017 or equivalent legislation.

17. Notices

- 17.1 Any notice required to be given under the Contract shall be in writing and may only be given by email to the email addresses provided in the Deal Sheet.
- 17.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by e- mail shall be deemed to have been received at the time of transmission.

18. Deal Sheet prevails

If there is an inconsistency between any of the provisions of these Conditions and the Deal Sheet, the provisions in the Deal Sheet shall prevail.

19. Entire agreement

19.1 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.

19.2 Each party:

(a) 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 these Conditions; and

(b) agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. Governing law and jurisdiction

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law. Each party irrevocably agrees that the Scottish courts 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).

Company Registration Number: SC594537

VAT Number: 308431522

Strictly Private & Confidential