

## CSL GENERAL TERMS AND CONDITIONS

### 1 INTRODUCTION

These terms together with the Service Descriptions (as defined below) (together, the “Agreement”), made between you (“you”) and CSL (Dualcom) Limited (“CSL”), govern your purchase and use of Equipment and Services from CSL. In the event of a conflict between these agreements the following priority will apply: (1) the Order Confirmation (2) these General Terms and Conditions (3) the Service Descriptions.

### 2 DEFINITIONS AND INTERPRETATION

“Affiliate” means a legal entity that is controlled by, controls, or is under common control with CSL or you respectively. Control means more than 50% of the voting power or ownership interests.

“Communication Provider” means telecommunications operators whether mobile or fixed line which from time to time are the operators of the relevant Network.

“Competent Authority” means any governmental, judicial or regulatory authority having jurisdiction over the Network, this Agreement or any of the parties.

“Equipment” means any item of hardware or equipment (excluding SIMs) provided by CSL to you which may be CSL or third party branded.

“Network” means any and all of the telecommunications systems whether fixed or wireless operated by the Communication Provider(s) or other systems provided by a Third Party Service Provider as may be made available by CSL to you for the purpose of providing the Services.

“Order Confirmation” means the order confirmation issued by CSL when CSL accepts your order for Equipment and/or Services.

“Services” means any and all services provided by (or on behalf of) CSL.

“Service Description” means (i) the service descriptions for CSL products and services found at [www.csl-group.com/uk/installer-zone/](http://www.csl-group.com/uk/installer-zone/) or (ii) any statement of work describing specific Services.

“SIM” or “SIM Card” means a Subscriber Identity Module card containing data (including your identity) which has been supplied to you by CSL.

“Third Party Services” means services not provided or hosted by CSL but by a third party that CSL resells or incorporates into the Services and “Third Party Service Provider” means the provider of any such Third Party Services.

“VAT” means value added tax or other local sales tax.

In the Agreement, unless otherwise stated, time shall not be of the essence for the performance of any obligation.

### 3 TERM

3.1 Each Service will continue for the term stated in the Order Confirmation or, if no term is stated in the Order Confirmation, the initial term will be 12 months from the date of the Order Confirmation and, if applicable, 12 months from the date of the first use of the last SIM Card that you have ordered. Any use beyond that term will be subject

to the then-current Service Description and will continue until terminated in accordance with Clause 16.

#### 4 **ORDERING**

4.1 Any Services ordered through our website are intended for use in the applicable territory or territories advised by CSL or as agreed in writing. We reserve the right not to accept orders with a delivery address outside the United Kingdom. We do not wish to accept orders from private consumers. You should only place an order with us if you are a business user. Please contact [sales@csldual.com](mailto:sales@csldual.com) if you are a private consumer and wish to place an order.

4.2 A contract between you and CSL is formed only when CSL issues you with an Order Confirmation or otherwise accepts a purchase order issued by you on the basis of this Agreement. The terms of any Service Descriptions referred to in an Order Confirmation shall be deemed to be incorporated into this Agreement. For the avoidance of doubt, to the extent that CSL accepts a purchase order from you: (a) CSL rejects all additional or inconsistent terms that may be contained in any purchase order or documentation submitted by you in connection with your order; and (b) CSL's acceptance is conditional on the application of these terms.

4.3 Each order for the Services placed by you and accepted by CSL shall constitute a separate contract between us for the Services on the terms of this Agreement.

4.4 We reserve the right in relation to an order to specify that delivery will be on the basis of Incoterms (including DAP, DDP or EXW) based on a location specified in the Order or such other address as may be agreed between us in writing.

#### 5 **PROVISION OF SERVICES**

5.1 CSL shall be entitled to make changes to the Service Descriptions or the terms of this Agreement to comply with changes in applicable law or as required by any Competent Authority subject to giving you whenever possible 30 days written notice of any relevant changes.

5.2 You acknowledge and agree it is technically impracticable to provide completely fault free Services and CSL does not undertake to do so. You acknowledge that CSL's ability to provide the Services may be affected by circumstances beyond its control, including but not limited to, atmospheric conditions, equipment failures and maintenance work. Coverage maps are an estimate and are not a guarantee of coverage.

5.3 During the Term CSL shall provide you with technical support during business hours and network support via CSL's 24H Support Team.

#### 6 **SIM AND EQUIPMENT TERMS**

##### *SIM Cards*

6.1 Risk shall pass to you on delivery of any SIMs to you. SIMs are supplied to CSL under license from Communication Providers and will (unless otherwise expressly agreed between us in writing) at all times remain the property of CSL or the Communication Provider.

- 6.2 You cannot sell the SIM number, code, IP address, mobile number, or any associated number or agree to transfer them to a third party. Your right to use the SIM, SIM number, code, IP address or any associated number will cease upon termination of this Agreement or the relevant Service.
- 6.3 You must inform CSL immediately if a SIM is lost, stolen, damaged or destroyed, or you become aware that it or the Services are being used in an unauthorised manner.
- 6.4 You will not use a SIM for any purpose other than for accessing the Services. CSL reserves the right to disconnect or suspend a SIM if it deems, acting reasonably and in good faith, that it is being misused. You will be liable for any charges resulting from the misuse of a SIM or the information contained within a SIM.

*Equipment supplied without a Network connection*

- 6.5 Risk in Equipment shall pass to you on delivery of the Equipment. Title to each item of Equipment purchased without a Network connection shall vest in you upon full payment for the item. CSL reserves the immediate right of repossession of any Equipment which has not been paid for to which CSL has retained title. You hereby grant, and shall use all reasonable endeavours to procure that any third party which holds such Equipment shall grant, an irrevocable right and licence to CSL's employees, agents and contractors to enter all or any premises where Equipment is stored without prior notice to inspect the Equipment or to recover them.
- 6.6 CSL will provide a return-to-base manufacturer's warranty relating to the Equipment sold outright to you that the Equipment will be free from material defects in materials and workmanship under normal use and service for twelve (12) months from the date of sale or longer if an extended warranty period is provided by the original manufacturer. Extended warranties may be available at additional cost. The warranty does not cover accidental or deliberate damage, for example but not limited to mechanical trauma (e.g. dropping, spillages etc.), electrical trauma (e.g. mains/line surges, lightning, mis-connection/shorting). Out of Warranty repairs will incur additional charges. CSL will provide a quotation for the repairs required and will require approval from the Customer before proceeding with the repair.

*Equipment supplied with a Network connection*

- 6.7 Where an item of Equipment or other CSL product is supplied (i) as part of a bundled connection service to a Network or (ii) expressly identified by CSL on its website as being supplied as part of the Services then in each case risk in such Equipment shall pass to you on delivery of the Equipment to you. Title to each item of any such Equipment shall remain vested in CSL at all times.

*Additional terms relating to Pre-Configured Routers*

- 6.8 CSL will ensure that any Pre-Configured Router provided as part of the Services is in good working condition immediately prior to delivery to the Customer. If there is any problem with the Pre-Configured Router, the Customer shall notify CSL of the problem and CSL shall use reasonable endeavours to promptly fix the problem or replace the relevant Pre-Configured Router, as it reasonably deems appropriate. CSL reserves the right to supply an alternative Pre-Configured Router provided it shall have equivalent functionality in all material respects.
- 6.9 The Customer shall only use the Pre-Configured Router for its intended purpose and shall comply with all applicable laws and regulations. The Customer shall take good care of the Pre-Configured Router and keep it in good condition (fair wear and tear excepted). CSL reserve the right to apply a charge of the current list price of the Pre-Configured Router for any damage to the Pre-Configured Router.

- 6.10 Unless otherwise agreed in writing between CSL and the Customer it shall be the responsibility of the Customer to return any Pre-Configured Router to CSL on termination of the service at their cost within 5 business days.
- 6.11 Where Pre-Configured Router is in transit whether delivered by CSL or being returned by the Customer such delivery or return is at the Customer's risk and expense and the Customer shall be liable for physical loss and damage to the Pre-Configured Router from the time it leaves CSL's premises until it is returned to CSL's premises.
- 6.12 Any Pre-Configured Router should be returned in the same condition as it was at the start of the relevant minimum term period, fair wear and tear excepted. CSL reserve the right to apply a charge of the current list price of the Pre-Configured Router for failure to return the Pre-Configured Router to CSL at the end of the service and/or for any damage to the Pre-Configured Router whilst with the customer.

#### *Ownership of Pre-Configured Equipment*

- 6.13 Any Pre-Configured Router remains at all time the property of CSL. You shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Pre-Configured Router and you will keep the Pre-Configured Router in your possession and will not allow any lien or other encumbrance to be created in or over the Pre-Configured Router. You will not remove or alter any labels identifying the Pre-Configured Router as belonging to CSL.

#### *Acceptance*

- 6.14 You should notify CSL promptly: following delivery of any missing, incorrectly delivered, incorrect specification, or otherwise not as ordered item of Equipment or SIMs, or which are either in damaged packaging or are visibly damaged.
- 6.15 Where SIMs or Equipment can be returned to CSL by the Customer, it should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by CSL to collect SIMs or Equipment at a particular time.

#### *Equipment Warranty*

- 6.16 Unless otherwise stated on the CSL website or in a Service Description, CSL will provide a return-to-base manufacturer's warranty relating to the Equipment provided to you as part of a bundled Network connection that the Equipment will be free from material defects in materials and workmanship under normal use and service for sixty (60) months from the date of first supply.
- 6.17 The warranties in 6.6. and 6.16 do not apply to: (i) damage caused by alteration, repair, adjustment by someone other than CSL or incorrect installation; (ii) damage caused due to accident, misuse or abuse; (iii) damage caused due to normal wear and tear; (iv) damage caused due to use of parts or components not supplied or intended for use with the Equipment or Services together the "Excluded Events".

## **7 THIRD PARTY SERVICES**

- 7.1 You acknowledge that in relation to the Services or part of the Services CSL may be reselling utilising or incorporating Third Party Services, including hosted Third Party Services. You acknowledge that CSL's ability to procure Third Party Services may be affected by circumstances beyond its control including termination of third party supply agreements or events affecting the Third Party Service Provider. CSL will pass to you, to the extent that it is permitted to do so, the benefit of any service level agreement given by the Third Party Services Provider.

- 7.2 You agree that access to Third Party Services is subject to compliance by you with any Third Party Service Provider's terms and conditions of use (including Jasper found at [www.cisco.com/c/en/us/about/legal/privacy-full.html](http://www.cisco.com/c/en/us/about/legal/privacy-full.html)).

## 8 USE OF THE SERVICES

- 8.1 You shall ensure that any use of the Services by you shall:
- 8.1.1 comply with all applicable laws and not contravene any licence or code of practice or guidelines issued by a Competent Authority and not in any way be fraudulent or unlawful;
  - 8.1.2 be consistent with a reasonable customer's good faith use of similar services (including complying with any reasonable instructions provided by CSL or a Communication Provider or a Third Party Service Provider, not acting in a way that could adversely affect the provision of Services to CSL or the Communication Provider's or Third Party Service Provider's other customers and not using the Services in a way which may cause reputational damage to CSL or the Communication Provider or Third Party Service Provider);
  - 8.1.3 not interfere with any third party's rights including third party intellectual property rights;
  - 8.1.4 comply with CSL's acceptable use policy, which is available on CSL's website and may be updated from time to time; and
  - 8.1.5 comply with any reasonable instructions from CSL or any Communication Provider or Third Party Service Provider.
- 8.2 You acknowledge that use of the Services is at all times subject to any fair use provisions contained in any Service Description and the Fair Use Policy in Clause 10.
- 8.3 CSL may (at CSL's option acting reasonably and in good faith) pre-approve any or all equipment within which SIMs are used. All your customer equipment must be compatible with the Network, the Services, the Equipment and the SIMs and not harm the Network, or equipment belonging to another customer and be connected to the Network in accordance with CSL's and the Communication Provider's or Third Party Service Provider's instructions.

## 9 VARIATIONS TO THE SERVICES

- 9.1 CSL shall be entitled at any time for operational reasons to change the codes or the numbers allocated to you or the technical specification of the Services, provided that where possible any change to the technical specification does not materially affect the performance of the Services and/or to change the way it provides the Services if the Communication Provider or Third Party Service Provider changes the way they provide services to CSL.
- 9.2 In addition, CSL may suspend part or all of the Services:
- 9.2.1 for modification or maintenance work;
  - 9.2.2 to comply with the requirements of the Communication Provider, the Third Party Service Provider or any Competent Authority including where the Network or Third Party Services fail or are unavailable for any reason;
  - 9.2.3 because of an emergency, for reasons of security, or upon instruction by emergency services or any Competent Authority;

- 9.2.4 for non-payment or late payment (subject to first giving you a warning notice);
- 9.2.5 if CSL believes acting reasonably and in good faith you are conducting your business illegally or if a SIM is being used fraudulently or illegally or if it has been lost or stolen.

9.3 Where the Services are suspended under this Clause 9, you must, where the suspension is due to an act or omission of you, pay the charges for the Services and any reasonable costs incurred by CSL or its Communication Provider or Third Party Service Provider during the period of suspension or until this Agreement is terminated.

**10 CHARGES & FAIR USE POLICY**

10.1 Prices for Equipment and/or Services shall be set out in the Order Confirmation and invoices. All amounts due under the Agreement are exclusive of VAT which you shall pay in addition at the rate prevailing on the due date of payment. You will pay any periodic charges annually in advance unless agreed otherwise. CSL may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future periodic charges. CSL reserves the right to charge you for any use of the Services above any allowances in any fair use policy or data allowances.

10.2 For orders to be delivered in instalments over a period of time, CSL may adjust prices due to changes to exchange rates, duties, insurance, freight, handling & purchase costs.

10.3 CSL reserves the right, to increase the charges on giving 30 days' prior written notice to you including where (i) there is an increase in the charges imposed on CSL by any Third Party Service Provider and/or Communication Partner including any increase due to currency fluctuation; and/or (ii) an increase in costs due to regulatory changes or changes to applicable law relating to the provision of the Services.

Fair Use Policy

10.4 Unless other terms are agreed in an Order Confirmation or other written agreement between us for Services utilising a SIM connection the following general provisions shall apply.

Aggregated Allowance	Monthly	means the total data, voice minutes or SMS allowance for all SIM Cards on an Aggregated Tariff calculated as follows: total allowance = data allowance per SIM Card + Voice Minutes allowance per SIM Card + SMS allowance) per SIM Card x number of SIM Cards on the Aggregated Tariff
Aggregated Tariff		means a tariff whereby a number of SIM Cards on the same tariff are identified as having their individual data, voice and SMS allowances 'aggregated'
Overage		means the consumption by you of data, voice minutes or SMS messages over and above those included in the Aggregated Monthly Allowance
Premium Rate		means mobile originated voice calls or SMS messages initiated from a SIM card to premium rate telephone numbers which are not included within the Aggregated Monthly Allowance

**Overage Rate** means the charge per Megabyte, per Voice Minute or per SMS consumed over and above the Customer's Aggregate Monthly Allowance within an Aggregated Tariff

- 10.5 For SIM Cards with an Aggregated Tariff you agree to comply with and remain within the Aggregated Monthly Allowance. CSL reserves the right to charge for all Overage usage in excess of the Aggregated Allowance; such usage charges shall be calculated by reference to CSL's prevailing standard Overage Rates published by CSL from time to time or otherwise available on request. Any charges for Overage will be applied and charged monthly in arrears.
- 10.6 Any unused voice minutes, SMS and mobile data allowances included within the Aggregated Monthly Allowance cannot be carried over into the following month or any subsequent months.
- 10.7 Where a connection charge or SIM supply fee is applicable, this will be a single, non-recurring payment which will be invoiced on or after connection of a new SIM to the Service.
- 10.8 CSL may apply a restriction on SIM usage (such as a cap on usage) if CSL believes that any SIM usage is outside of expected usage patterns. CSL is not obliged to monitor Your usage patterns and You remain responsible for all charges that are incurred by each SIM.
- 10.9 For connections to the Service terminated before the end of any Minimum Term, the remaining per SIM per month charge is payable to the end of the Minimum Term.
- 10.10 If You request to port or migrate your SIMs to another supplier, CSL reserves the right to charge You an administration fee per SIM Card in addition to any other charges that may be applicable.

## 11 PAYMENT TERMS

- 11.1 Unless other terms are agreed in the Order Confirmation, invoices shall be paid within 30 days of the invoice date in the currency identified on the invoice. You must advise CSL in writing of a material error in the invoice within 14 days of the invoice date. CSL reserves the right to require you to make payments by direct debit for certain types of CSL Services.
- 11.2 If a party fails to pay in full on the due date any sum payable by it under or in connection with the Agreement, interest on the outstanding amount shall accrue on a daily basis from the due date until the date of payment (whether before or after judgment) at the rate of 5% per annum above the London Inter Bank Offer Rate from time to time.
- 11.3 The parties agree that Clause 11.5 is a substantial remedy and is fair for the purposes of section 8 of the Late Payment of Commercial Debts (Interest) Act 1998.

## 12 INTELLECTUAL PROPERTY

- 12.1 All right, title, and interest in the intellectual property in the Equipment, and the methods and processes by which the Services are performed belong solely and exclusively to CSL, its Communication Providers or Third Party Service Provider. CSL grants you a non-exclusive, non-transferable, royalty free right to use the Services solely (i) in the country or countries in which you do business, (ii) for your

internal use, and (iii) for you to enjoy the benefit of the Services as stated in this Agreement.

### 13 **WARRANTIES**

13.1 CSL will provide the Services with reasonable care and skill. CSL does not warrant that the Services will operate uninterrupted or that it will be free from defects or that it will meet your requirements. All other warranties and other terms implied by law are, to the fullest extent permitted by law, excluded from the Agreement.

### 14 **INDEMNITIES**

14.1 CSL shall indemnify you (a) against any third party claim that the Equipment and/or Services supplied by CSL infringe or misappropriate that third party's intellectual property rights in the country in which CSL delivers the Equipment and/or Services ("Indemnified Claims") and (b) by paying: (i) the resulting costs and damages finally awarded against you by a court of competent jurisdiction to the extent that such are the result of the Indemnified Claim; or (ii) the amounts stated in a written settlement negotiated and approved by CSL. This Clause is an exclusive statement of CSL's liability and responsibility for Indemnified Claims and nothing in this Agreement or elsewhere will obligate CSL to provide any greater indemnity.

14.2 If CSL receives prompt notice of an Indemnified Claim that, in CSL's reasonable opinion, is likely to result in an adverse ruling, then CSL shall, at its discretion and as a sole and exclusive remedy, offer a reasonable resolution to the breach such as, but not limited to, obtaining a right for you to continue using such Equipment or Services, modifying such Equipment or Services to make it non-infringing or replacing such Equipment or Service. CSL shall have no obligation for any claim resulting or arising from any Excluded Events.

14.3 CSL's duty to indemnify is dependent upon (i) CSL receiving prompt written notice of the third party claim (ii) CSL having sole control of the defence and resolution of such claim and (ii) your cooperation with CSL in defending and resolving such claim.

14.4 You shall indemnify CSL and its Affiliates against (i) any third party claim arising out of your breach of CSL's, its Affiliates' or third parties' intellectual property rights including those belonging to the Communications Provider and any Third Party Services Provider (ii) any breach of access conditions to any element of the Communication Providers Network or Third Party Services.

### 15 **DATA PROTECTION**

15.1 Customer and CSL agree that it is not their intention that any Personal Data should be transferred or processed as part of the Services provided by CSL.

15.2 This Clause 15 will apply only where one party (the "**Controller**") provides Personal Data to the other party (the "**Processor**") during the course of CSL providing its services.

15.3 In this Clause 15:

15.3.1 Data Subject, Personal Data and processing shall have the meanings given to them in the Data Protection Laws from time to time and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;

15.3.2 Data Protection Laws means the Data Protection Directive 95/46/EC and/or the Data Protection Act 2018 or the GDPR, any laws which implement any such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;



- 15.3.3 GDPR means the General Data Protection Regulation (EU) 2016/679;
  - 15.3.4 Protected Data means Personal Data received from or on behalf of the Controller in connection with the performance of the Processor's obligations under this Agreement; and
  - 15.3.5 Sub-Processor means any third party engaged by the Processor to carrying out any processing activities on behalf of the Controller in respect of the Protected Data.
- 15.4 *Compliance with Data Protection Laws* - The Controller shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Controller shall ensure all instructions given by it to the Processor in respect of Protected Data shall at all times be in accordance with Data Protection Laws. The Processor shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.
- 15.5 *Instructions* - The Processor shall only process the Protected Data in accordance with the Controller's written instructions except where otherwise required by applicable law (and shall inform the Controller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If the Processor believes that any instruction received by it from the Controller is likely to infringe the Data Protection Laws it shall promptly inform the Controller.
- 15.6 *Processor's Personnel* - The Processor shall ensure that persons authorised to process the Protected Data are under an obligation of confidentiality in respect of the Protected Data.
- 15.7 *Security* - The Processor shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 15.8 *Sub-processing* - The Processor shall not permit any processing of Protected Data by a Sub-Processor without the prior notification to the Controller and the Processor must appoint any Sub-Processor under a written contract containing materially the same obligations as under this Clause 15.
- 15.9 *Assistance* - The Processor shall (at the Controller's cost):
- 15.9.1 assist the Controller in ensuring compliance with the Controller's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Processor; and
  - 15.9.2 taking into account the nature of the processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Controller's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR in respect of any Protected Data.
- 15.10 *Audits and processing* - The Processor shall make available to the Controller all information as is necessary to demonstrate the Processor's compliance with the obligations placed on it under this Clause 14 and allow for and contribute to audits, including inspections, conducted by the Controller (or another auditor mandated by the Controller) for this purpose.
- 15.11 *International transfers* - The Processor shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any international organisation where permitted by the Data Protection Laws.

15.12 *Breach* - The Processor shall notify the Controller without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

15.13 *Deletion/return* - At the end of the provision of the services relating to the processing of Protected Data, at the Controller's cost and the Controller's option, the Processor shall either return all of the Protected Data to the Controller or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Processor to store such Protected Data.

## 16 LIMITATIONS ON LIABILITY

16.1 Neither CSL nor you exclude or limit liability for (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.

16.2 CSL shall not be liable for (i) loss of profit, income or revenue; (ii) loss of use of your systems or networks; (iii) loss of goodwill or reputation; (iv) loss of, corruption of or damage to data; (v) recovery or reinstallation of data or software; or (vi) special, indirect or consequential loss or damage.

16.3 CSL's total liability to you, however arising out of or in connection with this Agreement, shall not exceed 125% of the prices payable by you to CSL under this agreement.

## 17 TERMINATION

17.1 CSL may terminate this Agreement at any time on 30 days' written notice to the Customer if the Communication Provider which provides the required connectivity for the Network to operate ceases to provide such connectivity to CSL and CSL has not been able to procure replacement services from another service provider having used best endeavours to do so.

17.2 Either party may terminate this Agreement (i) if the other party commits a material breach which is not cured within 30 days of written notice or (ii) if the other party ceases, or threatens to cease, to carry on business or becomes insolvent.

17.3 CSL may terminate the Agreement and/or the Service in whole or in part at any time on 30 days' written notice to you.

17.4 You may terminate the Agreement and/or the Service in whole or in part, on 30 days' written notice to CSL such notice to expire any time on or after the initial term or fulfilment of any minimum commitment identified in the Order Confirmation.

17.5 Upon termination of this Agreement, all rights and obligations under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

## 18 CONFIDENTIALITY

18.1 "**Confidential Information**" means all information of a confidential nature in the disclosing party's possession or control, whether created before or after the date of the Agreement, whatever its format, and whether or not marked "confidential"; and the terms of the Agreement, and negotiations relating to it, but not including information which is or comes into the public domain through no fault of the other party, was already lawfully in the other party's possession or comes into the other party's possession without breach of any third party's confidentiality obligation to the disclosing party, or is independently developed by or on behalf of the other party.

- 18.2 Each party shall safeguard the other party's Confidential Information as it would its own confidential information, and shall use, copy and disclose that Confidential Information only in connection with the proper performance of the Agreement.
- 18.3 Nothing in the Agreement shall be construed so as to prevent one party from disclosing the other's Confidential Information where required to do so by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party's Confidential Information that it is compelled to disclose.
- 18.4 Each party shall tell the other immediately if it discovers that this Clause 18 has been breached and shall, on request, return to the other all of the other party's Confidential Information which is in a physical form and destroy any other records containing Confidential Information. The obligations in this Clause 18 shall continue without limit in time.
- 19 **GENERAL**
- 19.1 Each party agrees to comply with all applicable laws and regulations that are applicable to it.
- 19.2 Each party shall comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Corruption Laws"). Each party has and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Corruption Laws and each party agrees to enforce them where appropriate. Each party agrees it will not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Anti-Corruption Laws and it will notify the other immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to this Agreement has contravened or may contravene the Anti-Corruption Laws.
- 19.3 Neither party shall be liable to the other for any delay or failure to perform any of its obligations caused by events beyond its reasonable control. If the delay lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.
- 19.4 Neither party may assign or transfer this Agreement without the prior written consent of the other party except that CSL may without your consent (i) assign to its affiliated companies and (ii) subcontract any or all of its obligations under this Agreement but shall remain liable to you for such obligations.
- 19.5 Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.
- 19.6 The parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.7 The Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.
- 19.8 No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- 19.9 The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a party may have.

- 19.10 Notice to CSL under this Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service to its registered office or to such other address (including e-mail) as specified in writing, and will be effective upon receipt.
- 19.11 If there is a disagreement in relation to the Agreement, the parties shall use reasonable endeavours to negotiate and settle the disagreement. If it is not possible to settle the disagreement within 7 days, each party shall each nominate a senior representative or representatives who shall meet to try to resolve the matter. If the matter is not resolved at that level within 10 business days of the matter having first been considered by the parties in negotiations, or such longer period as may be agreed by the parties, then the matter may be referred by either party to a meeting to be convened between a board director of each party (or, if they are not available, their appointed deputies). If any such meeting fails to result in a settlement within 10 business days of such referral to it (or it is not possible to convene such a meeting within this period) then the matter may be referred to the courts.
- 19.12 Save in relation to any claim for non-payment by you, neither of us shall refer any dispute to the courts unless and until the dispute resolution procedures of Clause 19.10 have been followed.
- 19.13 The Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with English law, and the English courts have exclusive jurisdiction to determine any dispute arising in connection with the Agreement, including disputes relating to any non-contractual obligations.