Master Services Agreement

Direct customers · Version 2.1 · Effective 6 November 2026

This Master Services Agreement ("MSA") governs the supply of payroll software services by AIPayroll Limited (trading as "Flow Payroll") to the Client identified in the Order Form. It is incorporated into, and forms part of, that Order Form. By signing the Order Form, the parties agree to this MSA.

1. Interpretation

1.1 The following definitions apply in this MSA:

(a) **Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

(b) **Agreement**: the Order Form, this MSA and each document expressly incorporated into the Order Form, including any Schedule and including the Supplier's Privacy Policy, in each case as amended in accordance with clause 17.2, save that the Supplier's Privacy Policy may be updated in accordance with clause 10.6.

(c) **Applicable Laws:** all laws, regulations, regulatory policies, industry codes and mandatory regulator requirements in force from time to time and applicable to a party.

(d) **Applicable Data Protection Laws**: means:

(i) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(ii) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

(e) **Authorised Users:** the employees, agents and contractors of the Client authorised by the Client to access the Services on an administrative basis.

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

(g) **Client Data:** data inputted by the Client, its Authorised Users or by the Supplier on the Client's behalf for the purpose of using the Services.

(h) **Confidential Information:** means all confidential information relating to the Purpose set out in the Order Form which a party directly or indirectly discloses, or makes available the other party before, on or after the date of this Agreement, including information relating to:

(i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of either party;

(ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of either party;

(iii) any information, findings, data or analysis derived from Confidential Information including but not limited to Client Data; and

(iv) any other information that is identified by either party as being of a confidential nature.

(i) **Fees** means, collectively, the platform and support fee, the per-payslip fees, any implementation fee, any Additional Service fees, and any other fees or charges payable by the Client under the Order Form, in each case as set out in and calculated in accordance with the Order Form.

(j) **Go-Live Date**: the date on which the Services are first made available for live payroll processing for the Client.

(k) **HMRC:** HM Revenue & Customs.

(l) **Intellectual Property Rights:** patents, trademarks, trade names, designs, domain names, copyright, database rights, know-how and all other intellectual property rights, whether registered or unregistered, anywhere in the world.

(m) **PAYE:** ‘pay as you earn’ income tax deducted from an employee’s salary by their employer.

(n) **Services:** the payroll subscription services provided by the Supplier under this Agreement, as described in Schedule 1 of the Order Form.

(o) **Software:** the online software and APIs provided by the Supplier as part of the Services, including the payroll engine, billing mechanics API and AI Copilot.

(p) **Virus / Vulnerability:** any code or weakness that adversely affects, or may be exploited to adversely affect, the confidentiality, integrity, availability or operation of software, hardware or systems.

1.2 Clause and schedule headings do not affect interpretation. References to writing include e-mail but not SMS. Words in the singular include the plural and vice versa. Capitalised terms used in this Agreement but not defined in this Agreement have the meanings given to them in the Order Form.

1.3 In the event of any conflict or inconsistency between the documents comprising this Agreement, the following order of precedence applies, unless expressly stated otherwise:

(a) on any data protection matter, the DPA prevails, save that clause 12.9 prevails over the DPA on the limitation of the Supplier's liability;

(b) on liability, Intellectual Property Rights and warranties, this MSA prevails;

(c) on commercial matters (including the Services, Fees, payment and term), the Order Form prevails; and

(d) on all other matters, the order is: the Order Form, this MSA, the DPA, any other Schedule or Incorporated Document.

The Supplier's Privacy Policy ranks below every other document in all cases.

2. Grant of Rights

2.1 Subject to the Client paying the Fees and complying with this Agreement, the Supplier grants the Client a non-exclusive, non-transferable right during the term to access and use the Services and Software, through its Authorised Users, solely for the purpose of processing UK payroll for the Client's own employees and workers and those of any of its Affiliates identified in the Order Form. The Client is responsible for the acts and omissions of those Affiliates.

2.2 The Client shall not, and shall procure that its Authorised Users shall not: (a) copy, modify, reverse-engineer, decompile or create derivative works from the Software except as permitted by non-excludable law; (b) access the Services to build a competing product; (c) resell, sublicense or otherwise make the Services available to any third party, or use the Services on behalf of any third party (other than an Affiliate permitted under clause 2.1); or (d) use the Services other than as permitted by this Agreement.

2.3 The Client shall use all reasonable endeavours to prevent unauthorised access to the Services and shall promptly notify the Supplier of any such access that it becomes aware of.

3. Authorised Users

3.1 The Client is responsible for the actions of its Authorised Users while using the Services, and for maintaining the confidentiality of log-in credentials.

3.2 The Client shall promptly inform the Supplier if it becomes aware that the security of any credentials has been compromised.

4. Third-Party Providers

The Services may enable access to third-party websites and services (including HMRC and pension providers), which the Client uses at its own risk. The Supplier makes no representation and has no liability in relation to third-party content or services save as expressly stated in this Agreement.

5. Supplier’s Obligations

5.1 The Supplier warrants that it will: (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice; (b) supply the Services in accordance with Applicable Laws; (c) ensure the Services to the Supplier’s knowledge do not infringe the Intellectual Property Rights of any third party; and (d) use reasonable endeavours to meet the target response times in the Service Level & Support Schedule (Schedule 3).

5.2 The Supplier does not warrant that the Services will be uninterrupted or error-free, or free from Vulnerabilities or Viruses, and is not responsible for delays or failures arising from the transfer of data over communications networks including the internet.

5.3 This Agreement does not prevent the Supplier from entering into similar agreements with third parties or from independently developing similar products or services (consistent with the non-exclusive nature of this Agreement).

5.4 Future Services and additional data products. The parties acknowledge that the Supplier may from time to time develop additional services and data-based products (including, without limitation, credit assessment, income verification, earned wage access and analytics products) that may be offered as optional additions to the Services. Such services shall be treated as Additional Services under this Agreement, offered subject to separate commercial terms agreed in writing and, where personal data is involved, subject to all necessary consents, lawful bases and (where required) additional data-protection agreements being obtained from the relevant controllers and data subjects in accordance with

Applicable Data Protection Law. The Supplier warrants that it shall not utilise any Client Personal Data for the development of such Additional Services. Nothing in this Agreement authorises the Supplier to process personal data for any such Additional Service without first obtaining the prior written consents and lawful basis required for that purpose; and nothing in this Agreement restricts the Supplier from developing, offering or entering into arrangements with third parties in relation to such Additional Services.

6. Client's Obligations

6.1 The Client shall: (a) provide all cooperation and information reasonably required by the Supplier to deliver the Services; (b) comply with Applicable Laws in respect of its activities; (c) ensure its Authorised Users use the Services in accordance with this Agreement and the Acceptable Use Policy; (d) raise support requests in accordance with the Service Level & Support Schedule; and (e) be responsible for its own network connections to the Supplier's systems. The Supplier shall not be liable for any failure caused by inaccurate, incomplete or delayed information provided by the Client or its Authorised Users.

6.2 The parties acknowledge that the delivery timeline (including any milestones as set out in the Order Form) depends on the Client completing onboarding, data migration and other dependencies on its side. Any dates for performance are estimates only unless expressly stated to be binding.

6.3 If the Client delays or fails to perform any dependency (including testing, sign-off or provision of data or information required for a milestone): (a) the Supplier shall not be liable for any resulting delay or failure to meet a timeline; and (b) the Supplier may reasonably adjust the affected delivery dates and timetable.

6.4 Neither party shall, without the other's prior written consent, during the term of this Agreement and for 12 months after its termination or expiry, solicit or entice away from the other party any person who is employed or engaged by the other party and who has been materially involved in the performance of this Agreement in the preceding 12 months. This does not prevent either party from employing a person who responds to a bona fide public advertising campaign not specifically directed at that person.

7. Payroll-Specific Acknowledgements and Disclaimer

7.1 The Client acknowledges that the Services are a tool to assist with the calculation of pay, tax, National Insurance, pensions and related payroll outputs.

It is the responsibility of the Client to ensure that employee data is correctly and completely input and kept up to date, and that the correct pay rules are applied to each employee.

7.2 The Supplier is not responsible and accepts no liability for: (a) any incorrect PAYE or other tax calculation resulting from incorrect, incomplete or out-of-date data provided by the Client or its Authorised Users; or (b) any delay in submissions to HMRC caused by the Client or its Authorised Users failing to input required information before the relevant deadline, or inputting information that causes a submission to fail.

7.3 The Client acknowledges that the Client, as employer, remains responsible for its own statutory payroll obligations and filings, and that nothing in the Services constitutes legal, tax or employment advice. The Supplier does not hold client money and does not execute payments; the Client remains responsible for authorising and making payments.

7.4 The Client shall not, and shall procure that its Authorised Users shall not, upload, store or transmit through the Services any material or data that: (a) is unlawful, defamatory, obscene, infringing or otherwise objectionable; (b) contains any Virus or Vulnerability, or any malicious code or payload (including scripts or formulae embedded in employer data or CSV file uploads); or (c) is designed to interfere with, disrupt or gain unauthorised access to the Services or any related system.

7.5 The Supplier may, without liability and without prejudice to its other rights, immediately isolate, quarantine or disable access to any material that it reasonably believes breaches clause 7.4, and shall notify the Client as soon as reasonably practicable.

7.6 The Supplier shall follow its back-up and archiving procedures for Client Data. In the event of any loss of, or damage to, Client Data, notwithstanding any other remedies available to the Client, the Supplier shall use all reasonable endeavours to restore the lost or damaged Client Data from the latest available back-up. This clause is subject to clause 12.2 (which preserves liability that cannot lawfully be limited) and does not limit any remedy available for a personal data breach under the DPA or Applicable Data Protection Law.

8. Confidentiality

8.1 Each party (as Receiving Party) shall keep the other party’s Confidential Information confidential, use it only for the performance of this Agreement, and

not disclose it save to its personnel, advisers and sub-contractors who need to know it (and who are bound by equivalent obligations), or as required by law.

8.2 These obligations do not apply to information that is or becomes public other than by breach, or that was lawfully known to the Receiving Party before disclosure. The Supplier may disclose the existence and nature of the Agreement consistent with clause 8.3.

8.3 Neither party shall make any public announcement about this Agreement without the other's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding this, each party may identify the other as a customer or supplier (as applicable) and use the other's name and logo on its website and sales materials in a factual, non-disparaging manner consistent with the other party's brand guidelines, subject to the other party's right to require the reasonable withdrawal or correction of any such use.

9. Charges and Payment

9.1 The Client shall pay the Fees and other charges in accordance with the Order Form. All sums are in pounds sterling, exclusive of VAT, and (subject to clause 9.2 and 13) non-cancellable and non-refundable.

9.2 If the Client disputes an invoice in good faith, it shall notify the Supplier in writing, pay the undisputed balance, and the parties shall use reasonable endeavours to resolve the dispute promptly. Withholding a properly-notified disputed amount is not a breach.

9.3 If any undisputed sum remains unpaid for longer than the period set out in the Order Form, the Supplier may (without liability) suspend access to the Services and charge interest at 4% per annum above the Bank of England base rate.

10. Intellectual Property and Data Rights

10.1 The Supplier and/or its licensors own all Intellectual Property Rights in the Services, Software, payroll engine, APIs and AI Copilot, including any improvements. Nothing in this Agreement transfers those rights to the Client. The Supplier represents, warrants and undertakes that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant and perform all the obligations it agrees to perform under, and in accordance with, the terms of this Agreement.

10.2 The Client owns all Intellectual Property Rights in its brand, trade marks and Client Data, and in any materials it creates, excluding the Supplier's underlying Software. Nothing in this Agreement transfers those rights to the Supplier.

10.3 The Client grants the Supplier a non-exclusive licence to use the Client's name and logo solely as required to perform the Services and, subject to clause 8.3, to identify the Client as a customer.

10.4 Client Data (including Payee data) is owned by the Client. Data rights and processing are governed by the DPA.

10.5 The Client acknowledges that the Supplier may create anonymised and aggregated data derived from use of the Services ("Aggregated Data"), provided that Aggregated Data does not identify, and cannot reasonably be used to identify, the Client or any individual. The Supplier owns all Aggregated Data and may use it on a perpetual, worldwide, royalty-free basis for internal analytics, benchmarking, product improvement and the training and improvement of its models and Services. Nothing in this clause permits the Supplier to use personal data (including Payee Data) other than as expressly permitted by the DPA, which prevails in the event of any conflict. The Supplier may disclose Aggregated Data to third parties provided it remains compliant with this clause.

10.6 The Client acknowledges that the Supplier's privacy policy, as made available at https://flowpayroll.ai/legal/privacy-policy/ and updated from time to time, applies to the Supplier's processing of personal data as controller. The Supplier operates a multi-tenant service under a single privacy policy applicable to all customers, and may update that policy from time to time. The Supplier will give the Client reasonable notice of any material change. The Supplier will not make any change to the privacy policy that reduces the protection afforded to personal data below the standard required by Applicable Data Protection Law or below that set out in the DPA. To the extent of any conflict between the privacy policy and the DPA, the order of precedence in clause 1.3 applies.

10.7 The parties acknowledge that the collection, use, processing, retention, disclosure and transfer of personal data is governed by the DPA and the Supplier's Privacy Policy (as applicable to the relevant processing activity).

11. Indemnity

11.1 The Client shall indemnify the Supplier against reasonable third-party costs (excluding loss of profits, revenue or business) to the extent arising directly from: (a) the Client's use of the Services in breach of this Agreement; (b) any third-party claim against the Supplier arising from the Client's use of the

Services in breach of this Agreement; or (c) any third-party claim against the Supplier arising from the Client's breach of the license restrictions in clause 2, except in each case to the extent caused or contributed to by the Supplier's breach, negligence or wilful misconduct.

12. Limitation of Liability

12.1 The following definitions apply in this clause 12:

(a) liability: every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this Agreement excludes either party's liability:

(a) for death or personal injury caused by that party's negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) for any other liability which cannot be lawfully limited or excluded.

12.3 Subject to clause 12.2:

Neither party shall have any liability for any:

(i) loss of profits;

(ii) loss of business; or

(iii) any special, indirect or consequential loss, costs, damages, charges or expenses.

12.4 The limit in clause 12.5 shall not apply to the Supplier’s liability for any breach of any regulatory requirement by the Supplier which results in the imposition of any fine or sanction on the Client, provided that such liability is subject to the aggregate cap in clause 12.9.

12.5 Subject to clauses 12.2, 12.4 and 12.9, the Supplier’s total aggregate liability arising in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, and including under any indemnity, warranty, representation or undertaking given in this MSA, the Order Form, the DPA or any other Incorporated Document, in any 12-month period shall not exceed the greater of: (a) 100% of the total Fees paid or payable by the Client to the Supplier in the 12 months immediately preceding the event giving rise to the claim; and (b) £100,000, and all claims arising from the same or related facts or circumstances

shall be treated as a single claim. Save as set out in clause 12.4, no provision of the Agreement, including any provision stated to apply notwithstanding any other provision, shall increase or exclude the Supplier's liability from the limit in this clause 12.5 or clause 12.9.

12.6 The parties acknowledge that the cap in clause 12.5 has been set having regard to the Fees set out in the Order Form.

12.7 Except as expressly set out in this Agreement, and to the fullest extent permitted by law, the Services and Software are provided 'as is', and all conditions and other terms implied by statute or common law (including as to satisfactory quality and fitness for a particular purpose) are excluded, provided that nothing in this clause limits the express warranties in clause 5.1.

12.8 Nothing in this clause 12 limits or excludes the Client's liability for: (a) any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights; (b) its payment obligations; (c) breach of confidentiality; (d) its indemnity obligations under clause 11.1; or (e) its indemnity obligations under clause 3(d) of the DPA, provided that the Client's aggregate liability under clause 11.1 shall not exceed 100% of the total Fees paid or payable by the Client in the 12 months immediately preceding the event giving rise to the claim.

12.9 Subject to clause 12.2, the Supplier's total aggregate liability arising out of or in connection with the DPA, clause 14 (including the indemnity in clause 14.5) and any breach of Applicable Data Protection Law in connection with the Services shall be subject to the cap in clause 9 of the DPA (the "DPA Cap"). The DPA Cap and the Supplier's liability under clause 12.4 shall operate as a single aggregate cap, such that the Supplier's total aggregate liability for all such liabilities taken together shall not exceed £500,000, and any amount paid or payable in respect of one shall count towards and reduce the other. This aggregate cap is separate from and in addition to the limit in clause 12.5, which shall not apply to any liability subject to it. Clause 12.3 shall apply to such liability. All claims arising from the same or related facts or circumstances shall be treated as a single claim. Nothing in this clause 12.9 or the DPA limits the Client's liability.

13. Term and Termination

13.1 This Agreement commences on the Effective Date and continues for the term set out in Schedule 1 of the Order Form (§3.1), subject to earlier termination under this clause.

13.2 Either party may terminate immediately on written notice if the other: (a) fails to pay an undisputed sum within 30 days of written notice; (b) commits a material

breach that is not remedied within 30 days of written notice; (c) is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or enters any insolvency or analogous process; (d) undergoes a change of control (within section 1124 of the Corporation Tax Act 2010) to which the other party reasonably objects; or (e) suffers a deterioration in its financial position so material as to reasonably justify the opinion that its ability to perform its obligations under this Agreement is in jeopardy.

13.3 On termination: (a) the licence in clause 2 terminates, subject to the export and deletion arrangements in the Data Retention Schedule; (b) accrued rights and liabilities are unaffected; and (c) each party returns or destroys the other's Confidential Information on request, save as required by law or the DPA. (d) Termination shall not affect the Client's obligation to pay any fees accrued prior to termination. (e) Clauses 6.4, 8, 10, 11, 12, 13.3, 14, 15, and 16 shall survive termination.

14. Data Protection

14.1 **Definitions for the purposes of this clause 14:**

Client Personal Data: any personal data which the Supplier processes as processor on behalf of the Client, as described in the DPA in connection with this Agreement.

EU GDPR: the General Data Protection Regulation (EU) 2016/679).

Supplier Personal Data: any personal data which the Supplier processes in connection with this Agreement, in the capacity of a controller.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

14.2 **DATA PROTECTION**

14.2.1 For the purposes of this Clause 14, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing,** shall have the meaning given to them in the UK GDPR, and supervisory authority shall have the meaning given to it in the EU GDPR.

14.2.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

14.2.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:

(a) the Supplier shall process Client Personal Data as processor on behalf of the Client (as controller) in respect of the personal data and processing activities set out in Annex 1 of the DPA. That processing is governed by the DPA;

(b) to the extent the Supplier processes any personal data in connection with this Agreement as controller, that data is Supplier Personal Data and shall be processed in accordance with clause 14.3 and the Supplier's Privacy Policy;

14.2.4 If the roles determined in clause 14.2.3 change, the parties shall work together in good faith to make any necessary changes to this clause 14 and the DPA, in accordance with clause 17.2.

14.3 **Supplier's Privacy Policy**

Without prejudice to the generality of Clause 14.2:

(a) the Supplier shall process all Supplier Personal Data strictly in accordance with its privacy policy in the form it appears at https://flowpayroll.ai/legal/privacy-policy/ as may be updated from time to time in accordance with clause 10.6;

(b) the Supplier shall only amend the Supplier Privacy Policy in accordance with clause 10.6;

(c) the Supplier shall provide copies of the Supplier Privacy Policy to the Client on request in a commonly available electronic format, and consents to the Client making the Supplier Privacy Policy available to any applicable data subjects;

(d) the Supplier hereby undertakes, warrants and represents that the Supplier Privacy Policy, and any amendments, will at all times comply with Applicable Data Protection Laws and that it will not make any amendments to the Supplier Privacy Policy where this would be in contravention of Applicable Data Protection Laws;

(e) as between the parties, the Supplier is solely responsible for ensuring that the processing of Supplier Personal Data complies with Applicable Laws, including Applicable Data Protection Laws, and in particular, that all required fair processing information is provided to the relevant data subjects; and

(f) in the event of any inconsistency or conflict between the terms of the Supplier Privacy Policy and this Agreement, clause 1.3 applies.

14.4 The processing of personal data by the Supplier as processor in connection with the Services is governed exclusively by the DPA. In the event of any conflict between this clause 14 (or any other provision of this Agreement, except 12.9) and the DPA in relation to the Supplier's processing as processor, the DPA shall prevail.

14.5 The Supplier hereby indemnifies, and shall keep indemnified, the Client from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by Supplier of any Applicable Data Protection Law or its obligations under this clause 14. This indemnity shall be subject to clause 12.9.

14.6 Subject to the aggregate cap in clause 12.9, nothing in this clause 14 shall operate to limit or exclude the Supplier's liability for:

(a) any of its direct statutory obligations under Applicable Data Protection Laws; or

(b) any liability imposed under Article 82 of the EU GDPR or Article 82 of the UK GDPR.

15. Security of Network

15.1 The Supplier warrants that the information in Schedule 2 (the Information Security Schedule) on the security of its network and information systems is up to date and accurate and that it will update the Client immediately in the event of any changes to such information.

15.2 The Supplier shall notify the Client immediately it becomes aware of any Incident, and respond without delay to all queries and requests for information from the Client about any Incident, whether discovered by the Supplier or the Client, in particular bearing in mind the extent of any reporting obligations the Client may have under the Network and Information Systems Regulations 2018 (NIS Regulations) and data protection legislation and that the Client may be required to comply with statutory or other regulatory timescales.

15.3 The Supplier will use its reasonable endeavours to ensure the continuity of the Services at all times in accordance with the information on business continuity management set out in Schedule 2 and any relevant applicable policies with a view to ensuring the continuity of any services to be provided by the Client that rely on the Services.

15.4 The Supplier agrees to co-operate with the Client in relation to: (a) all aspects of its compliance with the NIS Regulations (if applicable); (b) any requests for information, or inspection, made by any regulator (including in connection with the NIS Regulations); (c) any request for information made in respect of any of the information provided in Schedule 2 or any of the applicable policies; (d) any Incident.

15.5 The Supplier shall (and warrants and represents that it shall) at all times in accordance with Good Industry Practice: (a) implement, operate, maintain, and adhere to, appropriate policies to cover the issues specified in Schedule 2 (Information Security Schedule), including an incident management process which shall enable the Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents, sufficient to meet its obligations under clause 5 of this Agreement and the provisions of the Information Security Schedule; (b) Mitigate against all Incidents.

16. Anti-Bribery and Applicable Laws

Each party warrants that it is fully compliant and will remain fully compliant with

(a) all applicable laws, regulations, codes and sanctions; and

(b) the anti-bribery and anti-corruption laws including the Bribery Act 2010.

17. General

17.1 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, provided the other is notified.

17.2 Variation. Save as set out in the Order Form and clause 10.6, no variation is effective unless in writing and signed by both parties (or their authorised representatives).

17.3 Assignment. Neither party may assign or sub-contract its rights or obligations without the other party’s prior written consent. Either party may assign to an Affiliate or in connection with a sale of its business.

17.4 No partnership or agency. Nothing creates a legal partnership or agency between the parties.

17.5 Third-party rights. Save for Affiliates and permitted assigns, no person who is not a party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

17.6 Entire agreement. This Agreement including its schedules and the Order Form, and DPA is the entire agreement between the parties and supersedes all prior understandings. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

17.7 Severance and waiver. If any provision is unenforceable it is deemed deleted without affecting the remainder. No delay in exercising a right is a waiver of it.

17.8 Notices must be in writing and sent to the addresses in the Order Form (email permitted for day-to-day notices; termination and dispute notices additionally by post).

17.9 Governing law and jurisdiction. This Agreement and any non-contractual obligations are governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

17.10 Counterparts. This Agreement and the Order Form may be executed in any number of counterparts, each of which when executed constitutes a duplicate original, and all counterparts together constitute one agreement. Execution by electronic signature is valid and binding.