



Mr. Reliable Limited

Terms and Conditions



CONTRACTOR TERMS AND CONDITIONS AGREEMENT

Between:

- (1) **Mr. Reliable Limited**, a company incorporated in the England and Wales, whose registered number is 10564641 and whose registered address is 5 Greenwood House, Friendsbury Road, London, United Kingdom, SE4 2LD. (**"Mr. Reliable Limited"**); and
- (2) **Driver** (the **"Contractor"**).

WHEREAS:

- (A) Mr. Reliable Limited wishes to engage the Contractor to provide Van Driver collections and deliveries.
- (B) Mr. Reliable Limited and the Contractor agree that when the Contractor provides services to Mr. Reliable Limited, they will do so in accordance with the provisions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 The following definitions apply in this Agreement (unless the context otherwise requires):

"Data Protection Laws":

means the following legislation to the extent that it is in force and applicable, and as amended or superseded from time to time: the General Data Protection Regulation (2016/679) (**"GDPR"**) and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislation; the Data Protection Act UK 2018 and the Privacy and Electronic Communications Regulations 2003; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; and any implementing derivate or related legislation, rule or regulation of the European Union, an EEA member state or the United Kingdom with respect to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or such other regulator with competent authority.

"Mr. Reliable Limited Affiliate":

means any Holding Company of Mr. Reliable Limited or Subsidiary of Mr. Reliable Limited and any Subsidiary of a Holding Company of Mr. Reliable Limited from time to time.

"Mr. Reliable Limited Property":

means all documents, manuals, materials, records, correspondence, papers, Manifests and information (on whatever media and wherever located) relating to the business or affairs of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate or its or their clients, partners, customers, suppliers and business contacts, and any equipment, keys, hardware, Vans or software provided for the Contractor's use by Mr. Reliable Limited during the engagement, and any data or documents (including copies) produced, maintained or stored by the Contractor on Mr. Reliable



Limited or the Contractor's and relating to the Services computer systems or other electronic equipment produced during the engagement

"Intellectual Property Rights": means patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Invention": means any invention, idea, discovery, development, improvement or innovation made by the Contractor in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

"Services": Means the services described in Schedule 1 or in any subsequent written brief or statement of work.

"Subsidiary and Holding Company": mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.

"Substitute": means a substitute for the Contractor appointed according to clause 3.4;

"Work Product": means all records, documents, papers, photos, logos, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor in connection with the provision of the Services.

1.2 A reference to a particular law is a reference to it as amended from time to time and includes any subordinate legislation for the time being in force made under it.

1.3 Unless the context otherwise requires, word in the singular shall include the plural and vice versa and words in the masculine shall include the feminine and vice versa.

2. APPOINTMENT AND TERM

2.1 Mr. Reliable Limited hereby engages the Contractor to provide the Services on the terms of this Agreement.

2.2 The Contractor's appointment will commence or be deemed to have commenced on the date set out in Schedule 1 and shall continue unless and until terminated:

2.2.1 as provided by the terms of this Agreement; or

2.2.2 by either party giving to the other not less than the period of prior written notice as set out in Schedule 1.



3. PERFORMANCE OF THE SERVICES

- 3.1 During the period of the engagement and continuance of this Agreement the Contractor warrants, represents and undertakes that it shall:
 - 3.1.1 provide the Services with all due care, skill and ability in a manner and to a quality expected of a competent specialist in the provision of the Services;
 - 3.1.2 collaborate with and provide information to such persons as Mr. Reliable Limited shall from time to time specify in relation to the Services and observe all directions and requirements as Mr. Reliable Limited may lawfully give (However, for the avoidance of doubt, the Contractor is in sole charge of how it fulfils its contractual obligations to provide the Services and the Contractor shall not be subject to any right of supervision or control by Mr. Reliable Limited);
 - 3.1.3 use best endeavours to promote and advance the interests of Mr. Reliable Limited.
- 3.2 The Contractor shall use reasonable endeavours to ensure that they are available relating to the Services at all times on reasonable notice to provide such assistance or information as Mr. Reliable Limited may require.
- 3.3 If the Contractor is unable to provide the Services due to illness or injury, they shall advise Mr. Reliable Limited of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fees shall be payable in respect of any period during which the Services are not provided.
- 3.4 The Contractor may, with the prior written approval of Mr. Reliable Limited, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Contractor, provided that the Substitute shall be required to enter into direct undertakings with Mr. Reliable Limited, including with regard to confidentiality. The Contractor shall procure that any Substitute complies with all of the Contractor's obligations set out in this Agreement and Contractor further acknowledges that they shall be liable for any act or omission of any Substitute as if such act or omission were and act or omission of the Contractor under this Agreement. If Mr. Reliable Limited accepts the Substitute, the Contractor shall continue to invoice Mr. Reliable Limited in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.5 The Contractor shall be adequately trained and proficient in the performance of the Services required.
- 3.6 The Contractor shall comply with all reasonable standards of safety and comply with Mr. Reliable Limited's health and safety procedures from time to time in force at any premises where the Services are provided and report to Mr. Reliable Limited any unsafe working conditions or practices.
- 3.7 The Contractor shall comply with all applicable laws and regulations relating to the provision of the Services including, without limitation, the Agency Workers Regulations 2010 and the UK Bribery Act 2010.
- 3.8 Unless specifically authorised to do so by Mr. Reliable Limited in writing:
 - 3.8.1 the Contractor shall not have any authority to incur any expenditure in the name of or for the account of Mr. Reliable Limited; and
 - 3.8.2 the Contractor shall not hold themselves out as having authority to bind Mr. Reliable Limited.



- 3.9 Where agreed between the parties, Contractor shall be responsible for providing their own equipment for the performance of the Services.
- 3.10 During the term of this Agreement, the Contractor may be engaged or employed by or financially interested in other businesses, trades, professions and undertakings provided that:
 - 3.10.1 no such engagement, employment or interest shall cause a breach of any of the Contractor's obligations under this Agreement; and
 - 3.10.2 the Contractor shall not be employed, engaged or financially interested during the term of this Agreement in any other business, trade, profession or undertaking which is similar to or in any way competitive with the business of Mr. Reliable Limited without the prior written consent of Mr. Reliable Limited, which shall not be unreasonably withheld.

4. FEES & EXPENSES

- 4.1 Mr. Reliable Limited shall pay the Contractor the fees set out in Schedule 1 (**"the Fees"**) on the payment terms set out therein. The Contractor shall submit invoices to Mr. Reliable Limited for the invoice period and on the submission dates specified in Schedule 1. The Contractor's invoices shall give details of the time the Contractor has worked, the Services provided and the amount of the Fees payable (plus VAT, if applicable) for the Services during the relevant invoice period.
- 4.2 Mr. Reliable Limited shall pay each invoice submitted by the Contractor in accordance with the details set out in Schedule 1 within 30 days of receipt.
- 4.3 Payment by Mr. Reliable Limited shall be without prejudice to any claims or rights Mr. Reliable Limited may have against the Contractor and shall not constitute any admission by Mr. Reliable Limited as to the performance by the Contractor of its obligations under this Agreement. Mr. Reliable Limited shall be entitled to deduct from the fees or any other sums due to the Contractor any sums that the Contractor may owe to Mr. Reliable Limited at any time.
- 4.4 The Fees are fully inclusive of all incidental and associated costs incurred by the Contractor in performing the Services, save as otherwise set out in this Agreement. For the avoidance of doubt the Contractor is responsible for remunerating any Substitute engaged to carry out the Services on the Contractor's behalf.
- 4.5 Mr. Reliable Limited shall reimburse the Contractor for reasonable business expenses properly and necessarily incurred by the in providing the Services, not including any expenses / costs associated with Clause 4.6, 4.7, 4.8, provided that all such expenses shall have been approved in writing in advance by Mr. Reliable Limited and subject to production of receipts or other appropriate evidence of payment. Expense invoices and supporting documentation satisfactory to Mr. Reliable Limited shall be submitted on a monthly basis with respect to expenses incurred during the preceding month, unless otherwise agreed in writing.
- 4.6 The Contractor will be subject to a penalty charge of an amount determined at the time by Mr. Reliable Limited, should the Contractor breach or make any service errors. The Contractor will be responsible for rectification of any unsatisfactory work at their own expense.



- 4.7 The Company is not responsible for any parking tickets or fines occurred by the Sub-contractor at any time while at collection or delivery, it is the contractor's responsibility if any fines or penalties issued.
- 4.8 If the Contractor has a collection/delivery which is in the congestion zoned area Central London, it is the Contractors duty and responsibility to pay for the congestion for that day. The company is not responsible for any penalties/fines issued if failed to pay by the driver.
- 4.9 The Contractor is subject to a voluntary £200 monthly subscription, which will guarantee and prioritise the Contractor with work (Subject to market demand) if they do so wish to opt in as part of this agreement. This can be cancelled at any time within 30 days' notice or upon termination of this agreement.
- 4.10 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 4.11 For the avoidance of doubt, the Contractor and/or Sub-Contractor shall account to HM Revenue and Customs for any and all income taxes and national insurance contributions owing as a result of payments received under this Agreement.

5. RECORDS

- 5.1 In order to monitor the satisfactory delivery of the Services the Contractor may be required to submit authorised timesheets or other suitable evidence of the days/hours or other period during which the Services have been provided in support of any invoices raised.
- 5.2 Within seven (7) days of the signing of this Agreement, the Contractor will provide to Mr. Reliable Limited a copy of its VAT Registration (if applicable) together with relevant bank account details.

6. INTELLECTUAL PROPERTY

- 6.1 The Contractor hereby assigns to Mr. Reliable Limited with full title guarantee Intellectual Property Rights they may have in the Work Product and the Inventions created during the period of this agreement and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Contractor holds legal title in these rights and inventions on trust for Mr. Reliable Limited.
- 6.2 The Contractor shall procure that any Substitute shall provide to Mr. Reliable Limited a written and valid assignment of any and all existing and future Intellectual Property Rights they may have in the Work Product and of all materials embodying such rights in their possession or control and a written irrevocable waiver of all the Substitute's statutory moral rights in the Work Product, to the fullest extent permissible by law in such form as may be reasonably required by Mr. Reliable Limited.



6.3 The Contractor undertakes to Mr. Reliable Limited:

- 6.3.1 to keep confidential the details of all services and Customers details;
- 6.3.2 whenever requested to do so by Mr. Reliable Limited and in any event on the termination of this Agreement, promptly to deliver to Mr. Reliable Limited all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the service and the process of their creation which are in the Contractor's possession, custody or power;
- 6.3.3 not to register nor attempt to register any of the Intellectual Property Rights in the Work Product, nor any of the Inventions, unless requested to do so by Mr. Reliable Limited; and
- 6.3.4 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Work Product and the Inventions has passed, or will pass, to Mr. Reliable Limited.

6.4 The Contractor warrants that:

- 6.4.1 it has not given and will not give permission to any third party to use any of the Work Product or the Inventions, nor any of the Intellectual Property Rights in the Work Product;
- 6.4.2 it is unaware of any use by any third party of any of the Work Product or Intellectual Property Rights in the Work Product; and
- 6.4.3 the use of the Work Product or the Intellectual Property Rights in the Work Product by Mr. Reliable Limited will not infringe the rights of any third party.

6.5 The Contractor agrees to indemnify Mr. Reliable Limited and keep it indemnified at all times against all or any claims, damages, liabilities, costs and expenses, including legal expenses (together "**Liabilities**") incurred by Mr. Reliable Limited, or for which Mr. Reliable Limited may become liable, with respect to any intellectual property infringement claim or other claim relating to the Work Product or services supplied by the Contractor to Mr. Reliable Limited.

6.6 The Contractor acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Contractor in respect of the performance of its obligations under this clause 6.

6.7 The rights and obligations under this clause 6 will continue in force after the termination of this Agreement.

6.8 The Contractor warrants and undertakes to Mr. Reliable Limited that the Substitute shall give to it equivalent undertakings and warranties to those set out in this clause 6 prior to the provision by the Substitute of any Services pursuant to this Agreement.

7. LIABILITY & INSURANCE

7.1 The Contractor shall be responsible for and will at all times indemnify and hold Mr. Reliable Limited harmless from and against any and all liabilities arising out of or in connection with any negligence in the performance of the Services by the Contractor and/or any breach of this Agreement by any person.

7.2 The Contractor shall, throughout the term of this Agreement, obtain and maintain



insurance with reputable insurers in respect of its obligations under this Agreement for Transit Liability, Van insurance.

7.3 The Contractor shall comply with all terms and conditions of the above insurance policies at all times. If cover under the policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover may lapse or not be renewed or be changed in any material way, the Contractor shall notify Mr. Reliable Limited immediately.

8. TERMINATION

8.1 Mr. Reliable Limited may terminate this Agreement with immediate effect if in the reasonable opinion of Mr. Reliable Limited, the Contractor:

- 8.1.1 commits any breach of this Agreement which in the case of breach capable of remedy shall not have been remedied by the Contractor within ten (10) days of receipt by the Contractor of a notice from Mr. Reliable Limited specifying the breach and requiring its remedy; or
- 8.1.2 is guilty of gross misconduct affecting the business of Mr. Reliable Limited; or
- 8.1.3 is negligent or incompetent in the performance of the Services; or
- 8.1.4 Commits any act of fraud or dishonesty or acts in any manner which brings or is likely to bring it, them or Mr. Reliable Limited into disrepute or is materially adverse to the interests of Mr. Reliable Limited; or
- 8.1.5 is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- 8.1.6 is convicted of any criminal offence (other than an offence under road traffic legislation for which a fine or non-custodial penalty is imposed); or
- 8.1.7 is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 52-week consecutive period; or
- 8.1.8 commits any material breach of Mr. Reliable Limited's policies and procedures; or
- 8.1.9 commits an offence under the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 or any equivalent legislation.

8.2 The rights of Mr. Reliable Limited under clause 8.1 are without prejudice to any other rights that it might have at law to terminate the Contractor's appointment or to accept any breach of this Agreement on the part of the Contractor as having brought the Agreement to an end. Any delay by Mr. Reliable Limited in exercising its rights to terminate shall not constitute a waiver of these rights.

9. OBLIGATIONS ON TERMINATION

9.1 On the effective date of termination the Contractor shall:

- 9.1.1 immediately deliver to Mr. Reliable Limited all Mr. Reliable Limited Property in its or their possession or under its or their control;



- 9.1.2 irretrievably delete and/or irreparably destroy any information relating to the business of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate or its/their clients, partners or other related parties stored on any media and all matter derived from such sources which is in their possession or under their control outside the premises of Mr. Reliable Limited. For the avoidance of doubt, the contact details of business contacts made during the Contractor's engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- 9.1.3 provide a signed statement confirming full compliance with the obligations under this clause 9.

10. STATUS

- 10.1 The relationship of the Contractor to Mr. Reliable Limited will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of Mr. Reliable Limited and the Contractor shall not hold itself out as such.
- 10.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify Mr. Reliable Limited or any Mr. Reliable Limited Affiliate for and in respect of:
 - 10.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Contractor shall further indemnify Mr. Reliable Limited against all costs, expenses and any penalty, fine or interest incurred or payable by Mr. Reliable Limited in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - 10.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor against Mr. Reliable Limited arising out of or in connection with the provision of the Services.
- 10.3 Mr. Reliable Limited may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.

11. CONFIDENTIALITY

- 11.1 The Contractor shall not other than in the ordinary and proper course of providing the Services or with the prior written consent of Mr. Reliable Limited, either during or after the termination of this Agreement (without limit in time) disclose or reveal to any person, firm or company whether directly or indirectly or otherwise use for their own purposes or any purposes other than those of Mr. Reliable Limited any Confidential Information knowledge of which the Contractor shall create or acquire during the course of the provision of the Services pursuant to this Agreement.
- 11.2 For the purposes of this Agreement ***"Confidential Information"*** means information in whatever form and wherever located which relates to the business or affairs of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate and which is, for the time being, confidential to Mr. Reliable Limited or any Mr. Reliable Limited Affiliate including, without limitation:



- 11.2.1 financial information in relation to Mr. Reliable Limited or any Mr. Reliable Limited Affiliate including but not limited to its profitability, results and forecasts;
- 11.2.2 details of the employees and officers of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate and of the remuneration and other benefits paid to them;
- 11.2.3 details of the contractors of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate (whether they be companies, Contractors or other contractors) of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate including, without limitation, the fees and commissions charged to or by them and the terms of business with them;
- 11.2.4 details of any advertising, marketing or promotional campaign which Mr. Reliable Limited or any Mr. Reliable Limited Affiliate is to conduct;
- 11.2.5 information relating to business plans and strategy, marketing plans and sales forecasts of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate;
- 11.2.6 information relating to pitches and tenders contemplated, offered or undertaken by Mr. Reliable Limited or any Mr. Reliable Limited Affiliate;
- 11.2.7 information relating to research activities, inventions, secret processes, designs, formulae and product lines undertaken by or on behalf of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate;
- 11.2.8 confidential reports or research commissioned by or provided to Mr. Reliable Limited or any Mr. Reliable Limited Affiliate;
- 11.2.9 any trade secrets of Mr. Reliable Limited or any Mr. Reliable Limited Affiliate including know-how and confidential transactions; and
- 11.2.10 any information which the Contractor is told is confidential and any information which has been given to Mr. Reliable Limited or any Mr. Reliable Limited Affiliate in confidence by other companies, Contractors or other persons.
- 11.3 The Contractor shall exercise the highest degree of care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure and in maintaining its confidentiality.
- 11.4 Contractor acknowledges that irreparable harm to Mr. Reliable Limited would be caused by a breach or threatened breach of the provisions of this clause and Contractor agrees that Mr. Reliable Limited shall be entitled to obtain an injunction against Contractor to prevent or end any such breach or threatened breach immediately upon application to a competent court, in addition to the exercise of any and all other available remedies.
- 11.5 Contractor represents and agrees that it shall keep the terms of this Agreement completely confidential and shall not disclose any information concerning this Agreement to anyone other than in confidence to its professional advisors or otherwise as may be required by law.

12. DATA PROTECTION

- 12.1 Mr. Reliable Limited will collect and process information relating to the Contractor in accordance with Mr. Reliable Limited's Data Protection Notice.
- 12.2 The terms "Personal Data", "Data Controller" and "process", "processing" and "special



categories of personal data” shall have the meaning ascribed to them in the Data Protection Laws.

12.3 If, in the performance Services for Mr. Reliable Limited hereunder, the parties are each acting as independent Data Controllers:

12.3.1 The Parties acknowledge that for the purposes of the Data Protection Laws, they are each acting as independent Controller in respect of the processing of the Personal Data in the performance of this Agreement.

12.3.2 Each Party shall comply with its obligations under the Data Protection Laws, including obtaining all requisite registrations, of all jurisdictions in which:

- (a) Contractor or its subcontractors have facilities, equipment, personnel or other operations relating to this Agreement;
- (b) the research subjects are located; and
- (c) Contractor or its subcontractors may be deemed under Data Protection Laws to be engaged in regulated data processing activities, and Contractor shall ensure and be able to demonstrate, that the Processing of Personal Data is performed in accordance with Data Protection Law.

In complying with Clause 12.3.2 above, the Parties will each (a) appoint a data protection officer if required by the Data Protection Laws; (b) maintain records of processing; (c) comply with the principles of data protection by design and by default; (d) where required, perform data protection impact assessments and conduct prior consultations with supervisory authorities; (e) delete, destroy or return any Personal Data which is no longer required to be Processed in performance of [this Agreement] unless there is a statutory basis for doing so; (f) and implement appropriate technical and organizational measures, including, as appropriate, (i) the pseudonymization and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

13. ASSIGNMENT

13.1 The Contractor shall not assign the benefit or burden of this Agreement or any part of this Agreement to any person, without the prior written consent of Mr. Reliable Limited, which consent Mr. Reliable Limited may withhold in its sole discretion.

13.2 Mr. Reliable Limited may, at any time, assign (in whole or in part) the benefit of any or all of the Contractor’s obligations or any other benefit arising under or out of this Agreement without seeking the Contractor’s consent.

14. NOTICES

14.1 Any notice required to be given to either party shall be deemed duly served if delivered by hand, post or electronically.

14.2 Any such notice for the purposes of this clause shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting.



15. FORMER AGREEMENTS

- 15.1 This Agreement represents the entire agreement between the parties in respect of its subject matter and supersedes all previous representations, understandings and agreements, oral or written, of the parties with respect to the subject matter hereof. The parties may vary the terms and conditions of this Agreement by agreement in writing signed by both parties.
- 15.2 The Contractor hereby acknowledges that it has no outstanding claims of any kind against Mr. Reliable Limited.

16. VARIATION

- 16.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. THIRD PARTY RIGHTS

- 17.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
- 17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

18. GOVERNING LAW

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, and the parties submit to the exclusive jurisdiction of the United Kingdom Courts.