



Connectivity Services Terms and Conditions

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1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Aquis	means Aquis Exchange Plc, a company incorporated and registered in England and Wales with company number 07909192, whose registered address is at 63 Queen Victoria Street, London EC4N 4UA;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business;
Conditions	means Aquis' terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial, technical information, trade data, information relating to the Connectivity Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Connectivity Guide	the connectivity guide published by Aquis on its website, as updated from time to time;
Connectivity Services	means the services selected t in the Order;
Contract	means the agreement between Aquis and the Customer for the supply and purchase of Connectivity Services incorporating these Conditions and the Order and including all their

respective schedules, attachments, annexures and statements of work;

Control

means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls, Controlled** and **under common Control** shall be construed accordingly;

Customer

means the named party in the Contract which has agreed to purchase the Connectivity Services from Aquis and whose details are set out in the Order;

Fee

has the meaning set out in clause 5.1;

Force Majeure

means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving Aquis's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

Member

means a Trading Member, a Direct Clearing Member, or a General. Clearing Member (as defined in the Aquis Rule Book published by Aquis) which has entered into a member agreement and has been admitted in accordance with the Aquis Rule Book;

Modern Slavery Policy

means Aquis's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

MSA Offence

has the meaning given in clause 9.2.1;

Order

means the order for the Connectivity Services from Aquis placed by the Customer;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or

fiscal tax applying to the sale of the Connectivity Services.

- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
 - 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
 - 1.2.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract;
 - 1.2.11 a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation; and
 - 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Connectivity Services

- 2.1 The Customer shall be granted permission to the Connectivity Services specified in the Order.
- 2.2 Subject to the prior written consent of Aquis, the Customer may permission its Affiliates and Aquis Members to use the Customer's physical connection to Aquis's infrastructure that is facilitated by the Connectivity Services. The Customer shall maintain a permissioning system to ensure that the data it receives as a result of the Connectivity Services is only available to its Affiliates and any other parties that have Aquis's prior approval to receive such data.

2.3 Where the Customer provides connectivity services to third parties, the Customer must not provide any third party with access to Aquis without Aquis' prior written consent

2.4 This Contract is not intended to, and will not constitute, a lease of or tenancy or other interest in Aquis's premises, equipment, or any other real or personal property.

3 Interruption of Service and Maintenance

3.1 The Customer acknowledges that Aquis may suspend and/or discontinue the Connectivity Services, the supply of data facilitated by the Connectivity Services, and/or change the nature or distribution format of such data at any time. Aquis shall notify the Customer of any such suspension, discontinuance or change as soon as reasonably practicable.

4 Application of these conditions

4.1 These Conditions apply to and form part of the Contract between Aquis and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

4.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Aquis otherwise agrees in writing.

4.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of Aquis and the Customer respectively.

4.4 Each Order by the Customer to Aquis shall be an offer to purchase Connectivity Services subject to the Contract including these Conditions.

4.5 If Aquis is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.

4.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by Aquis for fourteen Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.

4.7 Aquis may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Connectivity Services shall arise, until the earlier of:

4.7.1 Aquis's written acceptance of the Order; or

4.7.2 the issue of a letter of authority by Aquis authorising the Connectivity Services (as the case may be).

4.8 Rejection by Aquis of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

4.9 Aquis may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Connectivity Services and are incapable of being accepted by the Customer.

4.10 Marketing and other promotional material relating to the Connectivity Services are illustrative only and do not form part of the Contract.

5 Fees

- 5.1 The fees for the Connectivity Services shall be as set out in the Order or, where no such provision is set out, as described on the fee schedules available at the Aquis website (the **Fees**).
- 5.2 The Fees are exclusive of VAT (or equivalent sales tax).
- 5.3 The Customer shall pay any applicable VAT to Aquis on receipt of a valid VAT invoice.
- 5.4 Aquis may increase the Fees at any time by giving the Customer not less than 20 Business Days' notice in writing.
- 5.5 Notwithstanding clause 5.4, Aquis may increase the Fees with immediate effect by written notice to the Customer where there is an increase in the direct cost to Aquis of supplying the relevant Connectivity Services which exceeds 20 per. cent. and which is due to any factor beyond the control of Aquis.

6 Payment

- 6.1 Aquis shall invoice the Customer for the Connectivity Services, partially or in full, at any time following acceptance of the Order.
- 6.2 The Customer shall pay all invoices:
 - 6.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - 6.2.2 to the bank account nominated by Aquis.
- 6.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
 - 6.3.1 Aquis may, without limiting its other rights, charge interest on such sums at 2% a year above the base rate of HSBC Plc from time to time in force, and
 - 6.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

7 Warranty

- 7.1 The Customer warrants that it has provided Aquis with all relevant, full and accurate information as to the Customer's business and needs and shall comply with the Aquis Connectivity Guide.
- 7.2 Aquis warrants that the Connectivity Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.
- 7.3 The provisions of these Conditions shall apply to any Connectivity Services that are remedied or re-performed with effect from performance of the remedied or re-performed Connectivity Services.
- 7.4 Except as set out in this clause 7:

7.4.1 Aquis gives no warranties and makes no representations in relation to the Connectivity Services; and

7.4.2 shall have no liability for their failure to comply with the warranty in clause 7.2,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Connectivity Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

8 Anti-bribery

8.1 For the purposes of this clause 8 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

8.2.1 all of that party's personnel;

8.2.2 all others associated with that party; and

8.2.3 all of that party's sub-contractors;

involved in performing the Contract so comply.

8.3 Without limitation to clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.4 The Customer shall immediately notify Aquis as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 8.

8.5 Any breach of this clause 8 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle Aquis to immediately terminate the Contract by notice under clause 16.

9 Anti-slavery

9.1 Aquis shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

9.2 The Customer undertakes, warrants and represents OR confirms and agrees that:

9.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);
or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

- 9.2.2 it shall comply with the Modern Slavery Act 2015;
- 9.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to Aquis on request at any time throughout the Contract.
- 9.3 The Customer shall notify Aquis immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under clause 9.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 9.4 Any breach of clause 9.2 by the Customer shall be deemed a material breach of the Contract and shall entitle Aquis to terminate the Contract with immediate effect.

10 Indemnity and Insurance

- 10.1 The Customer shall indemnify, and keep indemnified, Aquis, its Affiliates, directors and employees from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Aquis as a result of or in connection with access to Aquis's markets and products by the Customer, its Affiliates or other third parties using the Customer's physical connection to Aquis, or any breach of any of the Customer's obligations under the Contract, except to the extent that any such claim arises as a direct result of fraud or wilful misconduct by Aquis.
- 10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or another country by agreement in writing with the Customer to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11 Limitation of liability

- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Aquis shall not be liable for any delay in or failure of performance caused by:
- 11.2.1 the Customer's failure to provide Aquis with adequate instructions for performance or otherwise relating to the Connectivity Services; or
- 11.2.2 Force Majeure.
- 11.3 Subject to clauses 11.6 and 11.7, Aquis's total liability shall not exceed the Fees paid and/or payable in the quarter in which the claim arises.
- 11.4 Subject to clauses 11.6 and 11.7, Aquis shall not be liable for consequential, indirect or special losses.
- 11.5 Subject to clauses 11.6 and 11.7, Aquis shall not be liable for any of the following (whether direct or indirect):

- 11.5.1 loss of profit;
 - 11.5.2 loss of revenue;
 - 11.5.3 loss or corruption of data;
 - 11.5.4 loss or corruption of software or systems;
 - 11.5.5 loss or damage to equipment;
 - 11.5.6 loss of use;
 - 11.5.7 loss of production;
 - 11.5.8 loss of contract;
 - 11.5.9 loss of commercial opportunity;
 - 11.5.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 11.5.11 harm to reputation or loss of goodwill; and/or
 - 11.5.12 wasted expenditure.
- 11.6 The limitations of liability set out in clauses 11.2 to 11.5 shall not apply in respect of any indemnities given by the Customer under the Contract.
- 11.7 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.7.1 death or personal injury caused by negligence;
 - 11.7.2 fraud or fraudulent misrepresentation; and
 - 11.7.3 any other losses which cannot be excluded or limited by Applicable Law.

12 Confidentiality and announcements

- 12.1 Each party shall keep confidential all Confidential Information of the party and of its Affiliates and Aquis Members and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 12.1.1 any information which was in the public domain at the date of the Contract;
 - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 12.1.3 any information which is independently developed by the Customer without using information supplied by Aquis or by any Affiliate of Aquis; or
 - 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract
- except that the provisions of clauses 12.1.1 to 12.1.3 shall not apply to information to which clause 12.4 relates.

- 12.2 This clause shall remain in force in perpetuity.
- 12.3 Neither party shall make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 12.4 To the extent any Confidential Information is Personal Data (as defined in clause 13) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 13.

13 Data Processing Agreement

13.1 For the purposes of Processing Personal Data under this clause 13:

13.1.1 Aquis shall be acting as Controller of Personal Data; and

13.1.2 the Customer shall be acting as a separate Controller Personal Data,

13.2 In this clause 13, the following terms shall have the following meanings:

Controller	shall have the meaning given to it in the GDPR;
Data Subjects	shall have the meaning given to it in the GDPR;
DP Legislation	means any applicable data protection laws relating to the protection of individuals with regard to the processing of personal data, including: (i) the GDPR; and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
EEA	means the European Economic Area;
GDPR	means as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (" EU GDPR "); and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (" UK GDPR "), including, in each case (i) and (ii) any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or re-enactment, to or of the foregoing;
Personal Data	means the personal data (as defined in the GDPR) processed by the Customer in connection with this Contract;
Personal Data Breach	shall have the meaning given to it in the GDPR;

Process, Processing and Processed	shall have the meaning given to it in the GDPR;
Processor	shall have the meaning given to it in the GDPR;
Regulator	means the UK Information Commissioner, supervisory authority (as defined in the GDPR) or any other person having regulatory or supervisory authority over processing of personal data by the parties;
Sub-Processor	means any third party processor engaged by Aquis to process the Personal Data;
Third Country	means any country outside the UK and EEA, with the exception of any country that the UK government has declared as having an adequate level of protection of personal data.

13.3 Restrictions on the Processing of Personal Data

13.3.1 In connection with the Connectivity Services under this Contract, the Customer and Aquis each act as an independent Controller. Nevertheless, each party shall only Process the Personal Data of the other party for the limited purpose of performing its obligations under this Contract, and shall act at all times in accordance with applicable DP Legislation.

13.3.2 Each party shall implement and maintain appropriate technical and organisational measures in relation to the processing to ensure a level of security appropriate to the risk, and to prevent accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, or access or damage to the other party's Personal Data.

14 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

15 Termination

15.1 The Contract will become effective on the date it is accepted by Aquis by in accordance with clause 4.7 and shall be effective until and unless terminated by not less than thirty (30) days written notice by one party to the other, or as otherwise specified in these Conditions. Either Aquis or the Customer may terminate the Contract by providing a written notice period of ninety (90) calendar days. Any termination notice given in accordance with this provision will be effective from the last calendar day of the month in which the notice is given.

15.2 Immediate termination can occur if either party: 15.2.1 becomes financially insolvent, passes a resolution for winding up, or has a receiver or administrator appointed over its assets; and

15.2.2 materially breaches its obligations under the Contract and does not remedy the breach within **thirty (30) days** of receiving notice from Aquis.

- 15.3 Aquis reserves the right to terminate the Contract or suspend the Connectivity Services without liability if: 15.3.1 the Customer lacks satisfactory communications facilities within **thirty (30) days** of receiving notice from Aquis; 15.3.2 Aquis is required to do so to comply with an Applicable Law or is directed to do so by a regulatory authority; or 15.3.3 termination is necessary to maintain the security or integrity of the Connectivity Services or Aquis' operations.
- 15.4 If Aquis suspends the Connectivity Services under clause 15.3, Aquis will refund any pre-paid Fees on a pro-rata basis upon the Customer's request. In the case of termination by the Customer under clause 15.2, Aquis will refund any pre-paid Fees on a pro-rata basis upon the Customer's request.
- 15.5 The Customer must inform Aquis as soon as reasonably practicable of any Change of Control.
- 15.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Aquis at any time up to the date of termination.
- 15.7 Aquis reserves the right to suspend services provided under this Agreement if the Customer delays payment for more than twenty (20) days from the due date or fails to comply with its reporting and audit obligations. In such cases, Aquis will notify the Customer of the suspension in writing and will restore services upon receipt of the outstanding payment or compliance with obligations.

16 Notices

- 16.1 Any notice or other communication given by a party under these terms and conditions must be in writing and in English and can be sent by email. The email addresses for Aquis are aquisdata@aquis.eu and legal@aquis.eu, or such other email address Aquis may notify the Customer from time to time. The Customer will notify Aquis of their email address. The notice is deemed received upon transmission.
- 16.2 Legal claims or documents related to legal proceedings must be served in accordance with the applicable laws or rules applicable to such proceedings.

17 Cumulative remedies

The rights and remedies provided in the Contract for Aquis only are cumulative and not exclusive of any rights and remedies provided by law.

18 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

19 Further assurance

The Customer shall at the request of Aquis, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

20 Entire agreement

- 20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

22 Assignment

- 22.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Aquis's prior written consent, such consent not to be unreasonably withheld or delayed.
- 22.2 Notwithstanding clause 22.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives Aquis prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

23 Set off

- 23.1 Aquis shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which Aquis has with the Customer.
- 23.2 The Customer shall pay all sums that it owes to Aquis under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause Aquis irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Aquis, the Customer acknowledges

and agrees that Aquis is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

26 Severance

- 26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

- 27.1 No failure, delay or omission by Aquis in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Aquis shall prevent any future exercise of it or the exercise of any other right, power or remedy by Aquis.
- 27.3 A waiver of any term, provision, condition or breach of the Contract by Aquis shall only be effective if given in writing and signed by Aquis, and then only in the instance and for the purpose for which it is given.

28 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

29 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

30 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

31 Third party rights

- 31.1 Except as expressly provided for in clause 31.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31.2 Any Affiliate of Aquis shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

32 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).