

AGENCY AGREEMENT

Parties:

BEASTONE N.V., a company incorporated under the laws of Curaçao, company registration number 160218, registered office at Schout Bij Nacht Doormanweg 40, Curacao ("**Principal**"), and

Mr. EVGENIOS SYEMAKA, a citizen of the Republic of Cyprus with Passport No L00220015, residing at 2 Iras Str, Amathusa Coastal Heights Block E, apt. 205, Limassol, Cyprus ("**Agent**").

Background:

Whereas, the Principal is involved in various commercial activities;

Whereas, the Agent is able and is willing to seek potential partners, introduce them to the Principal, facilitate the execution of a commercial transaction and provide other agency services as requested.

Whereas, the Principal now wishes to appoint the Agent to act on its behalf to execute various commercial deals as requested by the Principal.

NOW THEREFORE, the Parties agreed as follows:

Agreed Commercial Terms:

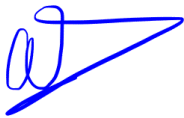
1. Appointment:	The Principal hereby designates and appoints the Agent as its authorized representative for the purpose of identifying, negotiating, and facilitating the execution of commercial transactions on behalf of the Principal. The Agent shall act in accordance with the Principal's directives and within the scope of authority granted under this Agreement. Furthermore, the Agent may, at its discretion, propose business opportunities to the Principal, which, upon obtaining explicit approval from the Principal, the Agent shall be authorized to pursue and finalize. The Agent acknowledges and accepts this appointment and agrees to perform its duties in compliance with all applicable laws and regulations.
2. Agency Services/Services:	The Agent shall promote, suggest, identify, negotiate, facilitate and execute commercial transactions, deals, arrangements, agreements or any other commercial opportunities related to the Principal's commercial needs. The specific scope and nature of each Service shall be agreed separately between the Parties and shall be subject to its own terms. The general scope and nature of the Services shall be subject to the Principal's discretion and may be updated from time to time. The Agent shall not make any representations, warranties, or commitments regarding the Services beyond what is expressly authorized in writing by the Principal.
3. Introduction:	As part of the Agency Services, the Agent shall introduce, represent, contact, or otherwise present potential business opportunities to the Principal by submitting at least the following details: - Detailed description of the potential transaction. - Details of the involved party (including legal name, trade name, jurisdiction, office address, company number). - Proof of the involved party's intention to negotiate with the Principal. - Description of the involved party's position regarding the proposed transactions. The above information shall be submitted by the Agent via email correspondence.
4. Commission:	<u>Calculation:</u> The Agent, subject to proper performance of its obligations under the Agreement, shall be entitled for the following consideration: 1% of the fees paid under each deal, formed as the direct result of the Agent's Introduction.

	<u>Payment:</u> Accrued Commission shall be payable at the end of a calendar quarter in the respective fees are received by the Principal.
5. Term:	The Agreement is entered into for an indefinite time period (the " Term "). Either party may terminate this Agreement at any time by providing thirty (30) days' written notice.
6. GTC:	Appendix 1 (General Terms and Conditions) attached to this Agency Agreement shall constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the Parties have signed the Agreement on the date set out below:

Signed by and on behalf of

BEASTONE N.V.



Name: eMagnus Curacao B.V.

Position: Director

Date: 01.01.2023

Signed by and on behalf of

Mr. EVGENIOS SYEMAKA



Date: 01.01.2023



APPENDIX 1
to the Agency Agreement dated 01.01.2023
between Beastone N.V. and Mr. Evgenios Syemaka

GENERAL TERMS AND CONDITIONS:

1. INCORPORATION AND PRIORITY:

This Appendix 1 (GTC) is attached to the ACT and constitutes the integral part of the Agreement. In case of any contradiction between the ACT and GTC, the provision of the ACT shall prevail, however, if the provisions of ACT and GTC differ but are not mutually exclusive, such provisions shall apply cumulatively.

2. DEFINITIONS AND INTERPRETATION:

2.1 In the Agreement, the following words and phrases shall have the following meanings:

"ACT" means the Agency Agreement main contractual document to which this Appendix 1 (GTC) is attached;

"Affiliate" means any person controlling, being controlled by, or being under the common control with the Principal, as well as its UBOs, shareholders, directors, officers, employees and authorized representatives;

"Agency Services/Services" means the services described in the "Agency Services/Services" Clause of the Key "Agreed Commercial Terms" Section of the ACT;

"Agent" means a person indicated as the "Agent" in the "Parties" Section of the ACT;

"Agent Parties" has the meaning given in the Clause 9.2;

"Agreement" means this Agency Agreement that comprises of the ACT and GTC, and including any and all schedules, amendments, addendums and other attachments and additions hereto for the time being, all of which shall constitute integral parts of the Agreement;

"Applicable Law" means all applicable laws, statutes, regulations, government policies, enactments or instruments which may from time to time be in force in the in relation to Principal and/or Agent;

"Appointment" means the appointment of the Agent to perform the duties specified in the "Appointment" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Business Day" means any day except a Saturday, a Sunday and bank or public holiday in either Party's jurisdiction;

"Commercial Agreement" means an agreement resulting from the provision or performance of the Services, that is executed between the Principal and a Business Partner as a direct result of an Introduction by the Agent and a following negotiation by the Principal;

"Claiming Party" has the meaning given in the Clause 12.1;

"Business Partner/Partner" means any individual, partnership, buyer, seller, company, organization or any other third party that the Agent introduces to the Principal or with whom the Agent seeks to establish a commercial relationship on behalf of the Principal. This may include transactions where the Principal is either the provider or the recipient of a commercial deal.;

"Commencement Date" means a date of the execution of the Agreement by the latest signatory as indicated in the signature section of the ACT;

"Commission" means the consideration for the Agency Services to be calculated and payable as specified in the "Commission" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Confidential Information" means all information in any form whatsoever disclosed (whether directly or indirectly) (1) by or on behalf of the Principal and/or its Affiliates to the Agent; and (2) by or on behalf of the Agent to the Principal

and/or Affiliates of either of them; each and both (1) and (2) – pursuant to or in connection with the Agreement, including (without limitation): (a) the contents of and negotiations in relation to the Agreement; (b) the identity and business, financial and/or technical affairs, business contacts, any Commercial Agreement including customers, agents, distributors and licensees; (c) any information that is obtained or received as a result of discussions leading up to the signature of the Agreement or subsequent performance of the Agreement; (d) any information obtained or observed as result of any site visit; and (e) all financial information;

"Exclusivity" has the meaning given in the Clause 4.5;

"Force Majeure Event" means any cause preventing a Party from performing any or all of its obligations under the Agreement which arises from or is attributable to acts, events, omissions, incidents or accidents beyond the reasonable control of that Party (including, but not limited to, system failure, pandemic and acts of governmental or regulatory authority beyond the reasonable control of that Party), except that: (a) a default or misconduct by any third party employed or engaged as an agent or independent contractor by the Party claiming a Force Majeure Event shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that third party; (b) mere shortage of materials, equipment or supplies shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that Party; and (c) a lack of funds, shall not constitute a Force Majeure Event;

"GTC" means this Appendix 1 (General Terms and Conditions) attached to the ACT and constituting integral part of the Agreement;

"Intellectual Property Rights" means any and all copyrights, designs, trademarks, trade names, insignia, service marks, patents, publicity rights, domain names, trade secrets and all other legal and beneficial intellectual and industrial property rights (whether registered or not), no matter what such rights may be known as in any particular country;

"Introduction" means an act described in the "Introduction" Clause of the "Agreed Commercial Terms" Section of the ACT (and **"to Introduce"** shall be construed accordingly);

"Term" has the meaning given in the "Term" Clause of the "Agreed Commercial Terms" Section of the ACT;

"Notice" has the meaning given in the Clause 13.1;

"Parties" means the Principal and the Agent;

"Party" means the Principal OR the Agent, as the context requires;

"Potential Partner Notice" has the meaning given in the Clause 4.5;

"Principal" means a person indicated as the "Principal" in the "Parties" Section of the ACT;

"Principal Parties" has the meaning given in the Clause 9.1;

"Prior Potential Partners" has the meaning given in the Clause 4.5;

In the Agreement (save where the context requires otherwise):

- a) references to the singular number includes the plural, and vice versa;
- b) references to persons includes bodies corporate, unincorporated associations, partnerships and individuals;
- c) any reference to a Section or a Clause is to a section or a clause (as the case may be) of the document in which such reference is contained, unless the reference refers expressly to another specific

- document;
- d) the headings contained in the Agreement are for the purposes of convenience only and do not form part of and shall not affect the construction of the Agreement;
- e) references to any statutory provisions shall be deemed to include any amendment, replacement or re-enactment from time to time in force; and
- f) any phrase introduced by the term "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. COMMENCEMENT AND DURATION

The Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue in full force and effect for an indefinite time period.

4. AGENCY SERVICES PROVISION

Appointment

- 4.1 Upon the Appointment the Agent shall commence provision of the Agency Services according to the provisions of the Agreement.

Terms and conditions of Agency Services provision

- 4.2 The Agent acknowledges that it shall at all times act as an independent contractor at its own risk, undertakes and agrees at all times during the Term to perform all of the following:
- a) to represent the Principal in good faith, with due diligence and in the best interests of the Principal ;
 - b) to act towards the Principal conscientiously and in good faith and not to allow Agent's interests to conflict with the duties that it owes to the Principal under the Agreement and any Applicable Laws;
 - c) not to act, except as expressly authorized by the Principal, in a way which might incur any liabilities on behalf of Principal or to pledge the credit of Principal;
 - d) to comply with all reasonable and lawful guidelines of Principal from time to time concerning the representation and the provision of the Services;
 - e) to use its best endeavors, based on its special skills and knowledge, to introduce to the Principal potential Business Partners that are capable to efficiently enter into transactions;
 - f) to give careful consideration to the financial viability and business capabilities of potential Business Partners it introduces to the Principal;
 - g) to do nothing which could be prejudicial to Principal's goodwill or commercial interests;
 - h) to maintain at its own expense appropriate facilities and systems as may be necessary for the efficient performance of its duties under the Agreement;
 - i) to keep the Principal fully informed of its activities concerning the Services;
 - j) to act in accordance with sound commercial principles in its relations with potential Business Partner, while upholding the Principal's reputation and the general reputation of the Services it provides within the business community;
 - k) to ensure, both before commencing any discussions or negotiations with a potential Business Partner and before introducing such a Business Partner to the Principal, that the offered Services, are not prohibited in the relevant territory where the Services are to be provided;
 - l) suggest to the Principal any commercial transactions,

arrangements, agreements or deals that the Agent is aware of or that come to the Agent's attention, and that the Agent considers beneficial and favorable for the Principal. In such cases, the Agent shall present the potential commercial transaction, arrangement, agreement or deal to the Principal, who shall decide whether to proceed. If the Principal approves, the Agent shall proceed with its execution.

With respect to potential Commercial Agreement, the Agent:

- a) shall only introduce potential Business Partners that are capable and willing to enter into a Commercial Agreement with the Principal;
- b) understands and agrees to expressly communicate to potential Business Partner that Principal has the sole and complete discretion to accept or reject proposed deal terms;
- c) shall ensure that any potential Business Partner is expressly advised that by offering the Services and proceeding to any kind of commercial transaction, without a fully executed Commercial Agreement is entirely at the potential Business Partner's risk and cost;
- d) acknowledges that no Commercial Agreement shall become effective or binding on the Principal until and unless executed by the Principal;
- e) shall indemnify the Principal against any liabilities incurred by the Principal as a result of the Agent breaching any Applicable Law.

Other agents and Exclusivity

The Agent understands and acknowledges that the Principal is free to involve other agents for the same or similar Services, as well as the Principal may by itself seek for potential Business Partners. For this purpose, in order to avoid any possible conflicts, the Parties agreed as follows:

- 1) the Agent shall, within five (5) Business Days following initially contacting any potential Business Partner, notify the Principal on the same and provide details of such a potential Partner to the Principal ("**Potential Partner Notice**");
- 2) the Principal shall within five (5) Business Days following the receipt of a Potential Partner Notice review its list of potential Partners having already been contacted by the Principal or by their other agents ("**Prior Potential Partner**"), and notify the Agent whether or not such potential Partner is a Prior Potential Partner;
- 3) if a potential Partner is not a Prior Potential Partner, the Agent shall be entitled to exclusively communicate with such potential Partner ("**Exclusivity**") within two (2) months following Principal's feedback regarding such potential Partner (which period may be extended by the Principal at its sole discretion by giving respective written notice to the Agent); if, upon the expiry of the said Exclusivity period, the Agent has not introduced such a potential Partner to the Principal, the Exclusivity shall expire and the Principal shall be free to directly or through other agents communicate with such potential Partner;
- 4) if a potential Partner is a Prior Potential Partner, the Agent shall, immediately following the receipt of the respective feedback from the Principal, cease any further communication with such a potential Partner and transfer any such communication to the Principal, unless the Principal instructs otherwise;
- 5) the Principal undertakes to apply the conditions

- described in this Clause 4.5 to all other agents involved into the provision of the same Services.
- 4.5 Agent shall not make any commitment binding on Principal or hold itself out as having the right to do so. Principal shall have the right to reject any proposed Commercial Agreement which, in its sole opinion and discretion, is not in its best interests. The Principal shall have the absolute right in its sole discretion to accept or reject any Introduction by Agent.
- 4.6 Agent shall ensure that in providing the Agency Services to the Principal, the Agent:
- does not take any action or do anything that may, directly or indirectly, conflict with its representation of the Principal and/or the provision of the Services;
 - does not solicit any potential deals or agreements where Agent, is having financial or other relationship or interest in any of the foregoing without full advance disclosure of such relationship/interest to Principal in writing and only proceed with Principal's prior written approval (to be given or withheld at its discretion);
 - does not imply in any way, through acts or omissions, any approval for anything requiring Principal's approval without the prior written approval from Principal; and
- 4.7 All rights and authorities not expressly granted to the Agent under the Agreement are retained by the Principal.
- Introduction qualification
- 4.8 The Agent shall undertake best commercially practicable efforts to ensure the Introduction of potential Business Partner to the Principal. The Parties expressly agreed that unless otherwise approved by the Principal in written, the Introduction shall be deemed to take place solely in the event it actually takes place within respective Exclusivity period.
- 4.9 Should any discussion with any potential Business Partner, introduced by the Agent is ceased for any reason for more than six (6) months, further entering into any agreements with such Partner shall not be deemed resulting from the Introduction, provided that any negotiations with such a Partner have been renewed after the expiry of abovementioned six-month period.
- 5. COMMISSION**
- 5.1 Subject to Agent's compliance with its obligations and undertakings in the Agreement and in full consideration for the performance of all the Agency Services, the Principal shall pay Agent the Commission.
- 5.2 The Agent shall be entitled for the Commission in connection with all Business Partner Introduced within the Term, even if respective Commercial Agreement is actually executed after the termination or expiry of this Agreement. However, for the avoidance of doubt, the Agent shall not be entitled to any Commission or other consideration whatsoever arising from:
- any deals (or their parts) outside the scope of Services;
 - any deals with Business Partner introduced by the Agent outside the Term.
- 5.3 Principal shall not reimburse any expenses incurred by Agent in connection with the Agreement.
- 5.4 All sums payable by the Principal to the Agent under the Agreement shall be paid in Euro by wire transfer to such bank account as notified by the Agent to the Principal in writing from time to time. In case any commission calculation base is generated in any currency other than Euro, the calculation of respective Commission shall be conducted at the exchange rate provided by Oanda as of the last day of the respective reporting period.
- 5.5 In the event that the Principal is required by law to withhold

any tax from the sums due to the Agent hereunder, the Principal shall be permitted to do so and the Agent undertakes to consider the amount of Commission decreased due to such withholding as a proper amount, provided that the Principal will provide the Agent reliable proofs of such withholding and payment of the same to the respective budget, tax authority or otherwise as required under the Applicable Laws. The Parties shall cooperate in order to decrease the rates of such withholding taxes (if any) to the lowest possible rate.

Each Party shall solely bear its bank costs.

6. WARRANTIES AND OBLIGATIONS

Each Party warrants and undertakes to the other Party that as at the date of the Agreement it has, and shall retain throughout the Term, full right, title and authority to enter into the Agreement and accept and perform the obligations imposed on it hereunder.

The Agent warrants and undertakes that:

- it shall comply with all Applicable Laws in relation to the performance of its obligations under the Agreement;
- it shall co-operate, liaise and consult with the Principal in good faith during the Term;
- it will not challenge the Principal's rights with regard to the Services the Agent provides, Principal's Intellectual Property Rights or any other Principal's assets either tangible or intangible, or in any way try to acquire rights in and to the same in any way, including, without limitation, registrations, declaration of ownership etc., in any jurisdiction.

The Principal warrants and undertakes that:

- it shall comply with all Applicable Laws in relation to the performance of its obligations under the Agreement;
- the provision of the Services by the Agent in accordance with the terms of the Agreement shall not infringe the rights, including the Intellectual Property Rights, of any third party.

7. TERMINATION

Right of termination

Principal may give notice in writing to the Agent terminating the Agreement with immediate effect and/or varying any and/or all of the terms contained herein if:

- Agent commits any serious breach of any of the terms of the Agreement and that breach (if capable of remedy) is not remedied within ten (10) Business Days of notice being given by the Principal requiring it to be remedied; or
- an event occurs, or proceeding is taken, in any jurisdiction to which the Agent is subject that results in the Agent being declared insolvent, bankrupt, or unable to meet its financial obligations. This may include the appointment of a trustee, receiver or similar individual to manage the Agent affairs or assets, or any other similar procedure in accordance with the laws and regulations of a jurisdiction that the Agent may be subject to; or
- Agent ceases, or threatens to cease, to carry on the Services; or
- Agent purports to assign its rights or obligations under the Agreement; or
- Agent fails to comply with any provision of any other agreement with Principal.

Either Party may terminate the Agreement if required to do so pursuant to Applicable Law, such termination to take effect from the latest date permitted under such Applicable Law, provided that:

- prior to serving any notice of termination pursuant to this Clause 7.2, the Parties shall (if reasonably practicable) discuss in good faith any amendments

that could be made to the terms of the Agreement in order:

- i) for the terms of the Agreement to thereafter comply with the requirements of Applicable Law; and
 - ii) to prevent the need for the Agreement to be terminated pursuant to this Clause 7.2; and
- b) without prejudice to Clause 7.2(a), each Party shall give the other at least three months prior written notice of any termination pursuant to this Clause 7.2 (or, if less, as much notice as is reasonably possible in advance of the termination).
- 7.3 Principal shall have the right and complete discretion to exercise an early termination option subject only to giving Agent no less than one (1) month prior written notice.
- 7.4 Agent undertakes and accepts that it shall continue to fully service Principal after any notice of termination or expiration until the date of termination or expiration in accordance with the Agreement.

Effects of expiration or termination

- 7.5 Termination or expiration of the Agreement, howsoever caused, shall be without prejudice to any rights or liabilities accrued at the date of termination or expiration.
- 7.6 Upon expiration or termination of the Agreement for any reason:
- 1) Agent shall cease providing Agency Services, Introducing potential Business Partners, communicating with any other potential partner on behalf of Principal, unless otherwise agreed with the Principal;
 - 2) Agent shall immediately cease describing itself as an agent of the Principal and cease using all trademarks, trade names and brand names of the Principal;
 - 3) Agent shall have no right or interest in any payment which becomes due after termination of the Agreement for reason of breach or default of Agent, and Agent's right to any Commission shall cease day and date with termination subject only to those payments that are otherwise expressly provided for herein;
 - 4) Agent shall execute and deliver any assignments or other documents which Principal may request, and Agent hereby appoints Principal as its lawful attorney-in-fact to execute and deliver such documents if Agent fails or refuses to execute or deliver;
 - 5) Agent shall within ten (10) Business Days return to the Principal all samples and any advertising, promotional or sales material relating to the Services then in the possession of the Agent, or otherwise dispose of the same as the Principal may instruct.
- 7.7 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 Agent shall not at any time acquire any right, title or interest of any nature whatsoever in any copyright, trademark or other intellectual properties owned or controlled by Principal by virtue of the Agreement or of Agent's uses thereof.
- 8.2 The Parties hereto agree that all ownership, copyrights, trademarks and other intellectual property produced in connection with the Agreement, including without limitation, any translations, databases, reporting materials, shall be owned, as between the Parties, by Principal and where appropriate, shall either vest automatically in Principal or be work made-for-hire for Principal and Agent shall provide in its agreement with each writer that

copyright and all rights, title and interest in the said translation shall on creation thereof, become Principal's sole and absolute property, or alternatively, where required under the Applicable Law. Agent shall ensure a written assignment or other appropriate documentation as shall be necessary to ensure Principal's sole and absolute ownership.

The Agent shall not (and shall not allow or direct its Affiliates or any third parties to) register in its own name or in the name of any third party any Intellectual Property Rights of the Principal or the rights to any substantially similar assets (e.g. confusingly similar trademarks) or otherwise try to acquire any interest in the Intellectual Property Rights of the Principal. In case of any such registration of otherwise acquiring, the Agent shall immediately, upon the Principal's request, assign (or ensure any third party to assign) any such rights to the Principal and the Agent hereby irrevocably appoints the Principal to apply for such assignment on behalf of the Agent or respective third parties.

INDEMNITIES

The Agent shall fully and effectively indemnify and keep indemnified the Principal and Affiliates, and all employees, agents, directors and sub-contractors of them (together, the "**Principal Parties**") on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses) suffered or incurred by the Principal Parties or any of them as a result of or arising out of any breach of the Agreement, including any warranty or representation hereunder.

The Principal shall fully and effectively indemnify and keep indemnified the Agent, and all of its employees, agents, and sub-contractors (together, the "**Agent Parties**") on demand, from and against any and all losses, damages, liabilities, penalties, suits, judgments and expenses (including reasonable legal expenses) suffered or incurred by the Agent Parties or any of them as a result of or arising out of any breach of the Agreement, including any warranty or representation hereunder.

The provisions of this Section 9 shall remain in full force and effect notwithstanding the expiry or earlier termination of the Agreement.

LIMITATION OF LIABILITY

Neither Party excludes or limits its liability under the Agreement for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any type of liability which cannot be excluded or limited by law.

Subject to Clauses 10.1 and 10.3, neither Party shall be liable to the other under the Agreement whether in contract, tort (or delict) or otherwise (including any liability for any negligent act or omission) for:

- a) any loss of profits, revenue, business, contracts or goodwill (whether direct or indirect); or
- b) any consequential, special or indirect loss or damage, howsoever arising out of or in connection with the Agreement and even if a Party has been advised of the possibility of such loss or damage occurring.

Subject to Clause 10.1, the maximum liability of each Party in respect of the Agreement, whether such liability arises in contract, tort (including negligence), delict or otherwise, shall not in aggregate exceed a sum equivalent to the amount of the Commission payable by the Principal to the Agent hereunder.

The provisions of this Section 10 shall continue to apply notwithstanding the expiry or termination of the

Agreement.

11. CONFIDENTIALITY

11.1 Each Party warrants and undertakes to the other:

- a) to keep all Confidential Information confidential;
- b) not to disclose any Confidential Information to any other person without the other Party's prior written consent, save in respect of those of its Affiliates, agents and professional advisers with on a need to know the basis; and
- c) to use the Confidential Information solely in connection with the Agreement and not for its own benefit or the benefit of any third party.

11.2 The provisions of this Section 11 shall not apply to any Confidential Information that can be shown by the relevant Party to be:

- a) disclosed as a requirement of law or any regulatory body to whose rule the receiving Party is subject, provided that (to the extent it is legally permitted to do so) the Party making such disclosure supplies a copy of the required disclosure to the other Party before it is disclosed and incorporates any amendments or additions reasonably requested by the other Party;
- b) known to the relevant Party prior to the date of the Agreement otherwise than as a result of being obtained directly or indirectly from the other Party;
- c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the other Party; or
- d) in the public domain other than as a result of a breach of a duty of confidence owed to the other Party.

11.3 Each Party further warrants and undertakes to the other to ensure compliance by its directors, employees, agents and professional advisers and the directors, employees and agents of its Affiliates with the provisions of this Section 11.

11.4 Neither Party may make or release any statement or announcement to the press or other media or make any other public announcement regarding the conclusion of, terms of or performance of the Agreement; or save as expressly permitted otherwise, make use of or reference to the name of the other Party for any announcement, advertisement, marketing or publicity, unless the same has been approved by the other Party in advance, including in respect of the date, format and content of the same.

11.5 The provisions of this Section 11 shall continue to apply notwithstanding the expiry or termination of the Agreement.

12. FORCE MAJEURE

12.1 If either Party is prevented or delayed in the performance of any of its obligations under the Agreement by a Force Majeure Event, that Party ("**Claiming Party**") shall, as soon as reasonably possible, serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to the Force Majeure Event and shall, subject to service of such notice, have no liability in respect of any delay in performance or any non-performance of its obligations to the extent that the delay or non-performance is due to the Force Majeure Event, provided that:

- 1) the Claiming Party could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken; and
- 2) the Claiming Party has used reasonable endeavors to mitigate the effect of the Force Majeure Event and to carry on its obligations under the Agreement in any other way that is reasonably practicable.

12.2 If the Claiming Party is prevented from performance of all or substantially all of its obligations by a Force Majeure Event for a continuous or aggregate period of more than three (3) months in total, the other Party may terminate the Agreement with immediate effect and (subject to Clause 12.1) without liability, on service of written notice upon the Claiming Party.

12.3 Subject to Clause 12.2, the Claiming Party shall promptly notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under the Agreement.

13. NOTICES

13.1 Subject to the Clause 13.2, any notice required or authorized to be given hereunder ("**Notice**") shall be served by email to the email addresses specified in the "Contacts" Clause of the "Agreed Commercial Terms" Section of the ACT (or such other email addresses as may from time to time be notified by Notice to the other Party), and shall be deemed delivered upon leaving the sending Party's server.

13.2 Any Notice for service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with the Agreement shall be served at the address set out at the beginning of the Agreement (or such other postal address as may from time to time be notified by Notice to the other Party) and:

- a) delivered by hand, and in such circumstances shall be deemed to have been received upon delivery; or
- b) sent by courier, and in such circumstances (and in the absence of evidence of earlier receipt) shall be deemed to have been received two (2) Business Days after dispatch, provided that the Party giving notice proves that the envelope containing the Notice was properly addressed.

14. GOVERNING LAW AND JURISDICTION

14.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by the Agreement, and including any non-contractual claim, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration in force at the date of the Agreement, which rules are deemed to be incorporated by reference to this Section 14.

14.3 The Parties agree that:

- a) the tribunal shall consist of one arbitrator;
- b) the place of the arbitration shall be London; and
- c) the language of the arbitration shall be English.

15. GENERAL

15.1 The rights and remedies arising under or in connection with the Agreement are cumulative and, except where otherwise expressly provided in the Agreement, do not exclude any rights or remedies, whether arising under the Agreement or provided by common law or otherwise.

15.2 Each Party shall (at its own cost) do, execute and perform, and use all reasonable endeavors to procure that any necessary third party does, executes and performs, such further deeds, documents, assurances, acts and things as may be required to give effect to the terms, intent and purposes of the Agreement.

15.3 Failure or delay by either Party in exercising or enforcing any right conferred by the Agreement shall not be deemed

to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

- 15.4 The Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorized representative of each Party.
- 15.5 Save where expressly stated to the contrary herein, each Party shall be responsible for its own legal costs and other expenses incurred in relation to the preparation and execution of the Agreement.
- 15.6 The Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement and cancels and supersedes all prior agreements between the Parties and prior representations made by either Party, whether oral or written relating to the subject matter of the Agreement. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into the Agreement.
- 15.7 Each Party agrees that, in entering into the Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of the other Party at any time before the signature of the Agreement.
- 15.8 Each Party waives all rights and remedies which, but for Clause 15.7, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- 15.9 If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 15.10 Neither Party may assign, transfer, sub-license or otherwise deal with its rights or obligations under the Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed.
- 15.11 Save in respect of the Principal Parties, Agent Parties and the Affiliates of the Principal (and then in each case only to the extent expressly provided herein):
 - 1) nothing in the Agreement is intended to confer any benefit on any third party (whether referred to by name, class, description or otherwise); and
 - 2) any person who is not a Party to the Agreement may not enforce its terms.
- 15.12 The Agreement may be executed in any number of counterparts but shall not be effective unless and until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.