

**MAIN SERVICE AGREEMENT**

Between

**Pulsant Limited**  
BlueSquare House  
Priors Way  
Maidenhead  
Berkshire  
SL6 2HP

hereinafter referred to as Pulsant

and

**SUPPLIER NAME**  
ADDRESS  
.....  
.....  
.....  
POSTCODE

hereinafter referred to as Supplier

This Main Supply Agreement forms a binding agreement (“**Agreement**”) between Pulsant and the Supplier. Pulsant and the Supplier are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties”.

This Agreement governs the supply by the Supplier to Pulsant of any (A) goods, digital content or software (including their installation where applicable) (“**Products**”), and/or (B) services (“**Services**”) (together, “**Deliverables**”).

This Agreement constitutes the entire agreement of the parties and supersedes and extinguishes all previous agreements, understandings, communications and discussions, oral or written, relating to its subject matter. This Agreement is effective as of the date signed by both parties or, if sooner, the date by which the Supplier starts supplying Deliverables to Pulsant (“**Effective Date**”).

This Agreement is signed by duly authorised representatives of the parties.

**Pulsant:**

**Supplier:**

By:

By:

Name:

Name:

Title:

Title:

Date Signed:

Date Signed:

The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of the respective provisions of this Agreement.

**1. Deliverables.** The Supplier will supply Deliverables in accordance with this Agreement and any Purchase Order or Scope or Works entered into ("**Orders**"). In the event of any conflict between this Agreement and any Order, the terms of the Order shall take precedence. The parties may use standard business forms, proof of delivery documents and invoices (including purchase orders issued by Pulsant) but such forms are for convenience only and any terms contained therein will not apply even if signed by either party. Pulsant makes no promises or representations whatsoever as to the amount of business the Supplier can expect under this Agreement and may from time to time give projections, but such projections are speculative only and non-binding. Pulsant may engage other companies providing the same or similar Deliverables as those supplied by the Supplier.

**2. Representations and Warranties.** The Supplier warrants and represents that: (A) Products will (1) be free from any errors and defects in design, materials and workmanship; (2) conform with applicable performance capabilities, characteristics, compatibility, and other descriptions and standards set out in this Agreement, any applicable Order or in any specifications provided to Pulsant for the longer of 1 year or the period for which the Supplier has provided a warranty; (3) be safe for their intended use; (4) be free of any liens or encumbrances and, if any Products are subject to or dependent on the use of third party proprietary rights, the Supplier will at no additional cost provide Pulsant with all necessary licenses to ensure it has full use of the Products; (5) not infringe or violate any third party's intellectual property or proprietary rights, (6) if they constitute or contain digital content or software, not contain any viruses, harmful code or other mechanisms or features that could interfere with Pulsant's operations; (B) Services will be performed in a timely, professional and workmanlike manner in accordance with industry standard; (C) Deliverables will comply with all applicable laws, rules and regulations; (D) it will not operate any of Pulsant's equipment without Pulsant's consent and will be responsible for all loss or damage arising from its operation of such equipment (including personal injury and property damage) and will ensure its personnel have undertaken all necessary training and hold any applicable licenses or permits to operate such equipment; (E) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including lists maintained by the United Nations Security Council, the European Union or its member states or other applicable government authorities; (F) neither the Supplier nor its subcontractors have facilitated or will facilitate any form of tax evasion offence and shall promptly notify Pulsant should it or its subcontractors be subject to any enquiry, investigation or proceedings related to any such actual or alleged offence; (G) it will comply with Pulsant's Supply Chain Code of Conduct.

The Supplier will settle and defend at its own expense and indemnify and hold Pulsant harmless for any costs, expense, loss, attorney's fees or damages arising out of any claim, demand, suit or proceedings against Pulsant to the extent such claim, demand, suit or proceeding alleges that the manufacturing process used by the Supplier, inventions initiated by the Supplier, Intellectual Property of the Supplier or a third party, which Intellectual Property is used by the Supplier for execution of its obligations under this Agreement, except to the extent such use by the Supplier is requested by Pulsant.

**3. Intellectual Property.** The Parties acknowledge that the Intellectual Property of the other Party, which is exchanged by the Parties as part of this Agreement, is other Parties' trade secret and confidential information. Any patents, copyrights, or registered designs or the other Intellectual Property provided by the Supplier or resulting from the execution of this Agreement, or any Orders issued as part of this Agreement will remain the property of the Supplier.

**4. Fees / Invoicing.** Pulsant will pay to the Supplier the fees and charges for the Deliverables agreed in the applicable Order and the Supplier is not entitled to any other amounts. The price of the Products is the price stated in the Order (the "**Price**"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees, tariffs and applicable taxes, including without limitation, all sales, use, or excise taxes. The Supplier warrants that the Price in the Order shall be the total sum payable by Pulsant for the manufacture and delivery of the Products and no additional charges of any type shall be added without Pulsant's consent. The Supplier warrants that the price for the Products is no less favorable than those currently extended to any other end-user customer for the same goods in the same quantities. Pulsant shall receive the full benefit of any discounts, premiums and/or other favorable terms of payment customarily offered by the Supplier to its end-user customers for the same goods in the same quantities. No increase in the Price is

effective, whether due to increased material, labour, or transportation costs or any other reason, without the prior written consent of Pulsant. Pulsant may at any time instruct an addition, substitution, omission or other alteration to the Deliverables or the terms of the Order by way of a written agreement signed by both Parties. The Supplier will submit invoices to Pulsant: (A) for Products, following Pulsant's acceptance of them; and (B) for Services, on a monthly basis in arrears. Pulsant will remit all undisputed portions of the Supplier's properly submitted and compliant invoices within 60 days of receipt or, if by any applicable law which applies compulsorily Pulsant is required to settle invoices sooner, within such period. Where payment due date for the Supplier's invoice falls on a non-working day, Pulsant may make payment on the next working day. The Supplier shall submit all invoices to Pulsant electronically if possible. Each invoice must be compliant with applicable laws and in a format acceptable to Pulsant, with reference to the applicable Order and description of Deliverables supplied. Upon request, the Supplier will promptly furnish any receipts or other supporting materials to verify the content and accuracy of any invoice. Pulsant has the right to dispute invoices received more than 120 days after the date when the Supplier was required to invoice Pulsant. Pulsant may withhold payment of any sums due and payable to the Supplier, in whole or in part, on account of any failure of the Supplier to comply with this Agreement or offset with the sums due and payable, any damages, costs, or expenses incurred arising from the Supplier's breach of this Agreement.

- 5. Adherence to Legislation and Pulsant Policies, Safety and Security Requirements.** The Supplier shall comply with all applicable local legislation, including Anti-bribery and Corruption, Competition, Tax and Modern Slavery Prevention law, as well as Pulsant's ethics, environmental, safety and security procedures, guidelines and policies provided to the Supplier from time to time, and any applicable procedures, including, but not limited to Sites access guidelines and policies relating to Pulsant's sites and/or data center facilities (collectively the "**Sites**" and individually, each a "**Site**") which the Supplier attends. The Supplier shall, upon request, provide evidence of their environmental, social and corporate governance policies and evidence that they comply with Anti-Slavery, Anti-Bribery and Corruption regulations. The Supplier shall, prior to entering any of Pulsant's Sites, coordinate directly with the designated main contractor and/or any other person designated by Pulsant with respect to safety on the Site. The Supplier shall identify any employee, consultant, sub-contractor or agent who will be performing work on a site and shall be fully responsible and liable for such employee, consultant, sub-contractor or agent. The Supplier warrants that any individual who performs work on a Site shall be adequately trained and competent. The Supplier shall comply with any Site security requirements provided by Pulsant.
- 6. Tax.** All fees and charges payable by Pulsant for Deliverables must be shown in an applicable Order inclusive of any Value Added Tax ("**VAT**") which will be payable at the prevailing rate. The Supplier will provide a valid VAT invoice to Pulsant and no payment will be due until the Supplier has provided such invoice. The Supplier will be responsible for all other taxes or fees arising from the supply of Deliverables. Pulsant will pay any compulsory applicable national or use taxes or VAT that the Supplier is legally obliged to charge ("**Taxes**"), providing (1) such Taxes are stated on the original quotation issued to Pulsant, (2) Taxes are separately stated on the invoice, and (3) the invoice meets the requirements for a valid tax invoice. Pulsant may deduct or withhold any taxes it determines it is obligated to withhold from any amounts payable to the Supplier under this Agreement, and payment to the Supplier as reduced by such deductions or withholdings will constitute full payment to the Supplier of amounts payable under this Agreement. Upon request, the Supplier will provide Pulsant with any forms, documents, or certifications as required for Pulsant to satisfy any information reporting or withholding tax obligations.
- 7. Software.** If the Supplier supplies software to Pulsant it grants Pulsant a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty free, unlimited, fully paid up license to make full use of the software, including the right to import, modify and create derivative works, combine it with any hardware and other software, make permanent or temporary copies of the software in whole or in part, and to sublicense to third parties the foregoing rights (including the right to sublicense to further third parties).
- 8. Modification of Orders.** Pulsant may modify any Order for Deliverables, with or without cause, by giving at least 10 days' notice to the Supplier. If such modification will reasonably result in a change in the previously agreed fees or charges or will impact the delivery timetable, the Supplier will promptly notify Pulsant of such changes and the parties will adjust the fees and charges and/or delivery timetable accordingly.

9. **Title & Risk.** Title and risk in Products will transfer to Pulsant upon receipt by Pulsant. The Supplier will be responsible for delivering Products to Pulsant and, if applicable, import clearance and any corresponding taxes or import duties. The Supplier will be the importer and exporter of record, will not list Pulsant on any customs documentation and will be directly responsible for ensuring any cross-border sales comply with all export and import regulations. If Pulsant returns any Products to the Supplier, such Products will be returned at the Supplier's risk and the Supplier will be the importer and exporter of record and will be directly responsible for ensuring such returns comply with all export and import regulations.
10. **Shipment Terms.** Shipment of Products under this Agreement will be Delivered Duty Paid (named place of destination) ("DDP") (as defined in the Incoterms 2020). The Supplier shall advise Pulsant regarding any such extraordinary packaging or delivery expenses in advance and Pulsant will agree to the same before incurring any liability for such expenses.
11. **Delivery & Acceptance.** Following delivery Pulsant will inspect the Products to confirm their compliance with this Agreement and applicable Order and will thereafter confirm its acceptance or rejection to the Supplier within 15 working days after delivery without regard to whether payment has been made. If Pulsant identifies that the Products do not comply with this Agreement and rejects them, the returns process set out in the **Correction of Deliverables** section below shall apply. Signature of any delivery receipt does not constitute Pulsant's acceptance of the quantity, type or condition of Products received by Pulsant.
12. **Delay.** The Supplier will, promptly after learning of any potential delay to the supply of the Deliverables, notify Pulsant. The Supplier will not be liable for any delay in performance that is beyond its reasonable control and was not reasonably foreseeable ("**Excusable Delay**") provided it gives Pulsant timely written notice of such Excusable Delay and takes commercially reasonable measures to mitigate such Excusable Delay. Pulsant may rescind any Order at no charge and without liability (1) as a result of any delay in performance that is not an Excusable Delay, or (2) if such Excusable Delay continues for more than 2 weeks.
13. **Correction of Deliverables.** If Pulsant reasonably identifies that: (A) the Services supplied do not comply with this Agreement or applicable Order, the Supplier will upon notice by Pulsant correct such Services within 30 days. If the Supplier fails to do so, Pulsant may take such action necessary to correct the Services and will be entitled to recover from the Supplier an amount equal to the diminished value of any uncorrected Services and/or its costs reasonably incurred in correcting the Services; or (B) the Products supplied are defective or do not comply with this Agreement or applicable Order, the Supplier will promptly correct such Products on-site or, if not possible, de-install and collect such Products to promptly correct them off-site. If the Supplier is unable to fully correct such Products it will, at Pulsant's option (1) replace the defective or non-compliant Products, or (2) provide Pulsant with a full credit or refund, in which case then the Supplier will promptly de-install and remove any installed Products at the Supplier's own expense.
14. **Indemnity.** The Supplier hereby releases and will defend, hold harmless, and indemnify Pulsant, its Affiliates, directors, officers, employees, agents, successors and assigns ("**Pulsant Indemnified Parties**"), from and against (1) any criminal liability or fine, or any administrative fines resulting from the Supplier's supply of the Deliverables, and (2) any other third-party claim based on, or any loss, damage, settlement, cost, expense, patent, trademark or copyright and any other liability (including reasonable legal fees) arising from any act or omission by the Supplier and/or its personnel, including any breach of this Agreement or allegation or claim of negligence, omission, willful misconduct or strict liability and any claim, where Pulsant Indemnified Parties are found to be liable to a third party (collectively, "**Claims**"). The foregoing does not apply if such Claim directly results from Pulsant's negligence or willful misconduct. The Supplier also releases and will defend and indemnify Pulsant Indemnified Parties in respect of any employment-related claim brought by any member of its personnel against Pulsant or any relevant authority determining that such personnel member is an employee or worker of Pulsant. The Supplier's duty to defend is independent of its duty to indemnify and its obligations under this section are independent of all its other obligations under this Agreement. The Supplier will use counsel reasonably satisfactory to Pulsant to defend each Claim, and Pulsant will cooperate (at the Supplier's expense) with the Supplier in the defence. The Supplier will not

consent to the entry of any judgment or enter into any settlement without Pulsant's prior written consent, which may not be unreasonably withheld.

15. **Exclusion of Liabilities.** Neither Party will be liable under any circumstances for lost profits or opportunities, indirect, incidental, consequential or special damages of any kind. Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other matter for which it would be unlawful to exclude liability.
16. **Insurance.** Throughout the Term and for 1 year following termination of this Agreement, the Supplier will hold at least the following insurance policies: (A) general liability insurance or public liability insurance, as well as products or completed operations coverage where applicable, with claim limits of not less than GBP 10,000,000 per event; (B) employer's liability insurance (or local equivalent) with claim limits of at least the amounts required by local law; and (C) if the Supplier's personnel operate vehicles in connection with the supply of the Deliverables, automobile insurance with limits as required by applicable law. If the Supplier is supplying Services of a professional or consultancy nature it will also hold professional indemnity or errors and omissions insurance with limits of not less than GBP 1,000,000 per event (with higher cover requirements being specified in the Scope of Works). All such policies referred to above must cover the Supplier's liability hereunder for any acts by its subcontractors. At Pulsant's request, the Supplier will promptly submit certificates of insurances for the above policies.
17. **Personnel.** The Supplier has exclusive control over its employees, workers, representatives, subcontractors, and agents ("**Personnel**"), its labour and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The Supplier is solely responsible for salaries and compensation of Personnel and paying all applicable contributions, taxes, and assessments. The Supplier's Personnel are not entitled to participate in any compensation or benefits plans afforded to Pulsant employees. The Supplier will be solely responsible for all theft, damage, and/or misconduct related to its Personnel.
18. **On-Site Services.** If the Supplier performs Services on Pulsant's premises ("**On-Site Services**"), the Supplier will (1) ensure its Personnel will complete sites induction before attending Pulsant Sites, (2) ensure its Personnel comply with all on-site rules. Pulsant may request removal of any of the Supplier's Personnel providing On-Site Services for justified cause and the Supplier will promptly remove and replace such Personnel accordingly.
19. **TUPE.** The parties believe European Directives 77/187/EEC and 2001/23/EC and any legislation implementing these Directives in any jurisdiction in which all or any part of the Services are performed (including any variation or addition to these directives and to any implementation of these directives) and any Laws of the United Kingdom which cover the same or substantially similar subject matter ("**TUPE Regulations**"), will not apply to the subject matter of this Agreement or to any Orders, either at commencement or on termination (whether whole or in part). Should TUPE Regulations apply, the Supplier will comply with its obligations thereunder and be responsible for all claims and liabilities arising out of the application of TUPE Regulations to this Agreement or any Order. The Supplier shall be solely responsible for any liabilities (however arising) in respect of its Personnel engaged before, during or after this Agreement and/or any Order or otherwise alleged to be within the scope of TUPE Regulations. Prior to termination or expiry of this Agreement or any Order (in whole or in part), the Supplier will not without Pulsant's prior written consent: (1) terminate the employment or engagement of or replace any of its Personnel; (2) increase or reduce the number of its Personnel; (3) modify the terms of employment or engagement of or any customary practices applicable to its Personnel; or (4) materially amend working time spent on Services by its Personnel. If, on termination of this Agreement or any Order (in whole or in part), or on appointment by Pulsant of a replacement service provider ("**Successor**") providing Pulsant the same or similar services to the Services, it is found or alleged that any contract of employment relating to any person employed or engaged in providing the Services has effect as if originally made between Pulsant or any Successor and that person ("**Relevant Person**"), the following will apply: (A) Pulsant or Successor will within 10 working days of becoming aware of that effect or alleged effect notify the Supplier; (B) the Supplier will, within 10 working days of being notified by Pulsant or Successor, use reasonable commercial efforts to find suitable alternative employment for, and make an offer of employment to, Relevant Person; (C) unless the offer of employment is accepted by Relevant Person and the Supplier provides satisfactory evidence to Pulsant and/or any Successor that such offer has been accepted within 15 working days of Pulsant or

Successor notifying the Supplier, Pulsant or Successor may terminate the contract of employment or alleged contract of employment of Relevant Person with immediate effect; and (D) the Supplier will indemnify and keep indemnified Pulsant and/or any Successor against all losses, damages, liabilities (including any liability to taxation), claims, costs and expenses including fines, penalties and legal and other professional fees and expenses (“**Losses**”) arising from or related to: (1) such termination (or purported termination) of employment; (2) employing Relevant Person from the date of transfer or alleged transfer to the date on which their employment or alleged employment terminates; (3) any claim by or on behalf of Relevant Person concerning or arising from their employment or alleged employment with the Supplier or the termination of that employment or alleged employment; (4) any claim by or on behalf of Relevant Person in respect of which Pulsant or any Successor incurs liability as a result of the operation of TUPE Regulations (whether or not Pulsant or Successor are jointly and severally liable for such obligations or liabilities), and (5) any claim relating to the failure by any person to comply with information and/or consultation obligations under TUPE Regulations (whether or not Pulsant or Successor are jointly and severally liable for such obligations or liabilities). The Supplier will ensure that any transfer carried out in accordance with this section is carried out in an orderly and efficient manner and in accordance with TUPE Regulations, with as little disruption and inconvenience to Pulsant or any Successor as possible. The Supplier shall keep Pulsant updated on the progress of any such transfer and will, upon request by Pulsant, share any relevant information and/or documents relating to any such transfer with Pulsant or (if Pulsant so directs) any Successor. The Supplier will in any event indemnify Pulsant and any Successor for any Losses incurred by reason of any proceedings, claim or demand under or in accordance with TUPE Regulations, whether or not Pulsant or Successor are jointly and severally liable for any obligation or liabilities under TUPE Regulations.

20. **Term/ Termination.** The Agreement will begin on the Effective Date and will continue until terminated in accordance with this section (“**Term**”). Either party may terminate this Agreement in full or any Order by providing the other party with 90 days’ written notice. In connection with the termination of this Agreement for any reason, the Supplier will provide reasonable assistance to Pulsant to facilitate orderly transition of the Deliverables to Pulsant or another the Supplier. Either party may terminate this Agreement or cancel any or all Orders on immediate written notice if the other party is (1) in material breach of this Agreement and fails to cure such breach within 30 days of being notified; or (2) adjudicated bankrupt, institutes voluntary proceedings for bankruptcy or reorganisation, makes an assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, or admits in writing its inability to pay its debts. The following sections of this Agreement, along with any other provisions that by their nature should survive termination of this Agreement, will survive: **Confidentiality, Software, Exclusion of Liabilities, Indemnity and Governing Law.**
21. **Force Majeure.** Neither Party will be liable for any failure or delay in the Deliverables under this Agreement, if such failure or delay is on account of causes beyond its reasonable control, and which the Party could not have reasonably foreseen at the date of the Order, for example, but not limited to civil commotion, war, fires, floods, earthquakes, telecommunications line failures, electrical outages, network failures, strikes or labour disputes, terrorism, pandemics, or acts of God. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 business days of its occurrence. Should a Party experience a force majeure event, it shall take all reasonable measures to prevent and/or mitigate any impact that such event has on its performance of this Agreement, and shall take all reasonable steps to perform despite such event. If the Supplier’s performance is delayed over 30 days, Pulsant may terminate the applicable Order without penalty.
22. **Information Security.** If in supplying Deliverables to Pulsant, the Supplier receives or accesses any Pulsant customer or employee data, network security data, or other sensitive data, the Supplier will comply with Pulsant’s Information Security Policy which will be supplied and agreed as part of scope of works.
23. **Data Protection.** The parties will comply with all applicable regulations relating to data protection and any applicable local regulations, UK General Data Protection Regulations (as defined in the Data Protection Act 2018) codes of practice and best practice guidance issued by any applicable authorities (together, the “**Data Protection Requirements**”). Where in the course of supplying Deliverables to Pulsant, the Supplier processes personal data (as defined in the UK General Data Protection Regulations) on Pulsant’s behalf, the Supplier will: (A) act only on instructions from Pulsant as data controller, take appropriate technical and organisational measures against

unauthorised or unlawful processing of such personal data and against accidental loss, theft, destruction of, or damage to the same; (B) with the exception of transfers covered by a framework recognised by the relevant authorities or courts as providing an adequate level of protection for personal data, not transfer such personal data outside the UK or European Economic Area without Pulsant's express written consent and the conclusion of contractual clauses covering this transfer; (C) allow Pulsant access to any relevant premises owned or controlled by the Supplier on reasonable notice to inspect the Supplier's procedures in relation to the processing of the personal data and will, on request, prepare a report for Pulsant as to its current technical and organisational measures used to protect such personal data; (D) keep all materials containing such personal data in a safe and secure place (or if held electronically the Supplier will ensure it has appropriate electronic security systems in place) and will return them to Pulsant (or if held electronically the Supplier will ensure all files containing data are deleted and will provide written confirmation of this to Pulsant) immediately on termination or expiry of this Agreement or sooner on Pulsant's written request; and (E) the Supplier must inform Pulsant promptly and latest within 24 hours, if it detects any security breaches which may impact Pulsant's business. Pulsant must inform the Supplier of any known vulnerabilities in Pulsant's business which may impact the Supplier's business.

24. **Records / Audit.** The Supplier will keep copies of all records relating to this Agreement and the Deliverables in accordance with generally accepted accounting standards ("**Records**"). The Supplier will upon request provide Pulsant with electronic copies of all requested Records for review. Pulsant may, from time to time, require a compulsory review and assessment be undertaken of the Supplier's environmental, labour, human rights, ethics and sustainability practices. Such review and assessment will be undertaken either by Pulsant or one of its nominated designees and the Supplier shall provide full cooperation. The Supplier acknowledges and agrees Pulsant and/or its designees have a legitimate interest under Data Protection Legislation to process personal data of its Personnel when conducting an off-site audit, on-site inspection or review under this section.
25. **Confidentiality.** The parties will comply with any existing nondisclosure agreement between them. If no such agreement exists, the parties (1) will protect and keep confidential the existence of this Agreement (including all Orders) and its terms, and (2) any information solely obtained from the other party in connection with this Agreement or related to the Deliverables that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary ("**Confidential Information**"). The parties will use such Confidential Information only for the purposes of fulfilling its obligations under this Agreement and upon termination will destroy such Confidential Information. If Confidential Information is required to be produced by court order or government authority (or otherwise as required by applicable law), the Supplier may disclose such Confidential Information; provided that the Supplier: (1) provides Pulsant, with prompt and prior written notice of the obligation, unless prohibited by applicable law; (2) if requested by Pulsant and at Pulsant's expense, assist Pulsant in obtaining a protective order or other appropriate relief; and (3) to the extent a protective order or other remedy is not obtained, (1) discloses only that portion of Confidential Information that it is legally required to disclose; and (2) uses its best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.
- The Supplier will not use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Pulsant in any manner (including in any client list, press release, advertisement or promotional material) without Pulsant's prior written consent.
26. **Independent Contractors.** The Supplier and Pulsant are independent contractors. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party will be entitled to act for or bind the other in any manner, except to the extent expressly set out in this Agreement.
27. **Assignment / Subcontracting.** The Supplier will not without Pulsant's prior consent: (A) assign any of its rights and/or obligations under this Agreement or otherwise transfer any part or all of this Agreement; or (B) subcontract any of its obligations under this Agreement. Notwithstanding the existence or terms of any subcontract, the Supplier will remain fully responsible for the performance of the Services and will ensure that any subcontractor complies with the provisions of this Agreement.

28. **Waiver / Remedies.** No waiver of any breach of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other breaches hereof. No waiver will be effective unless made in writing and signed by an authorised representative of the waiving party.
29. **Severability.** If a court with jurisdiction finds any part of this Agreement invalid or unenforceable, that part will be deemed modified to the extent necessary to make it valid and enforceable. If that is not possible, that part will be deemed omitted and the remaining parts will remain in full force and effect.
30. **Governing Law.** This Agreement will be interpreted, construed, enforced in accordance with the laws of England and Wales without regard to any rules governing choice of laws.
31. **Legal Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable legal fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
32. **Notices.** Notices under this Agreement are sufficient if delivered by overnight courier, certified mail or personally to the addresses stated above or the parties' registered office address. Notices issued to Pulsant must be served to Pulsant's registered office with a copy to the relevant Pulsant account representative. Notices will be deemed effective when received.