

MN PREMIUM CLUB TERMS AND CONDITIONS OF SUPPLY

1. Interpretation

1.1 Definitions:

“Agreement”	means the agreement between the Customer and MN Premium Club for the supply of the Services on the terms set out on the Order Form and these Conditions.
“Billing Period(s)”	means each Month, Quarter or Year in respect of which MN Premium Club issues invoices for Charges under this Agreement.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Charges”	means the Subscription Charges payable by the Customer for the supply of the Services by MN Premium Club, as set out on the Order Form.
“Commencement Date”	means the date when the Order is accepted by MN Premium Club, which shall be the date when MN Premium Club issues a written or electronic confirmation of its acceptance of the Order (“ Order Confirmation ”), at which point the Agreement shall come into existence.
“Conditions”	means these terms and conditions, including any annexes.
“Customer”	means the person or organisation named as such on the Order Form.
“Customer Logo”	means the logo supplied by the Customer to MN Premium Club (if any).
“Customer Materials”	means all materials, images and data, including, but not limited to, Customer Logo, supplied by the Customer to MN Premium Club in connection with this Agreement (if any).
“Club Site”	means the web pages on the MN Premium Club Platform provided by MN Premium Club under this Agreement and through which the End Users can access the MN Premium Club Platform, as may be amended by MN Premium Club.
“Data Protection Laws”	means (i) either the Data Protection Act 1998 or the General Data Protection Regulation, whichever is in force in the UK at the relevant time; (ii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time.

“End User(s)”	means the personnel and/or clients of the Customer, who are designated by the Customer to use and access the Club Site.
“End User Data”	means any data relating to the End Users provided by the Customer to MN Premium Club under or in connection with this Agreement.
“End User Licence”	means the individual End User account on the MN Premium Club Platform, associated with an individual user email account, and which is subject to the End User MN Premium Club Terms and Conditions.
“End User MN Premium Club Terms and Conditions”	means the terms and conditions of use of the MN Premium Club Platform by the End Users as published on the MN Premium Club Platform and accessible via the Club Site, including any policies, such as privacy policy and/or acceptable use policy, applicable to the use of the MN Premium Club Platform by the End Users.
“Extended Term”	has the meaning as defined in clause 4.
“First Payment Amount”	means the total amount of the Subscription Charges payable for the first Billing Period, as such amount may be set out on the Order Form.
“First Payment Date”	means the date when the First Payment Amount shall become payable.
“Initial Term”	means the period specified as such on the Order Form.
“Intellectual Property Rights”	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“Month”	means calendar month.
“Order”	means, the Customer’s request for the provision of the Services by MN Premium Club, made by: (i) accepting these Conditions online and completing a direct debit mandate; or (ii) submitting to MN Premium Club an Order Form signed by an authorised representative of the Customer.
“Order Form”	means a confirmation in writing setting out the details of the Customer and certain other terms of the Agreement. In relation to a Renewed Agreement, “Order Form” shall refer to a confirmation in writing issued by MN Premium Club in response a request from the Customer to enter into a Renewed Agreement.
“MN Premium”	means MN Premium Club Limited, a service provided by The Mediator Network, being a trading style of SLS Mediation Limited, a company incorporated in England and Wales with registered company number

Club”	10072011.
“MN Premium Club IPRs”	means all Intellectual Property Rights subsisting in the MN Premium Club Platform and the MN Premium Club Programme, excluding any Customer Materials incorporated in them.
“MN Premium Club Logo”	means any logo supplied by MN Premium Club to the Customer to be displayed on any promotional or advertising material produced by the Customer in accordance with clause 6.1.7.
“MN Premium Club Platform”	means www.MediatorNetwork.co.uk website and any other website, sub-domain and/or mobile application used by MN Premium Club from time to time to deliver the MN Premium Club Programme to the Customer and/or the End Users.
“MN Premium Club Programme”	means the offering of various perks, discounts, rewards, products and/or services (together “Deals”) procured by MN Premium Club from the Suppliers and made available to the End Users pursuant to this Agreement via the Club Site on MN Premium Club Platform.
“Quarter”	means a period of three consecutive Months.
“Renewal Date”	means the date specified on the Order Form (if applicable), or, if no such date is specified, the Commencement Date of the Renewal Agreement.
“Renewed Agreement”	means an agreement between MN Premium Club and the Customer to extend an existing fixed term agreement or to renew previously expired or terminated agreement between the parties for the provision of the Services, on the terms and subject to these Conditions (if applicable).
“Services”	means the MN Premium Club services provided by third party organisations specified in the Order Confirmation provided by MN Premium Club pursuant to this Agreement.
“Site(s)”	means the locations specified on the Order Form and/or Order Confirmation, if any.
“Subscription Charges”	means the Charges payable in respect of the End User Licence.
“Supplier(s)”	means any supplier(s) procured by MN Premium Club to offer products and services to End Users via the MN Premium Club Platform.
“Supplier Terms and Conditions”	means the applicable terms and conditions subject to which the relevant Supplier is offering goods and/or services to the End Users (if applicable).
“Year”	means a period of 12 consecutive Months.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

3. Basis of Agreement

3.1 These Conditions apply to the Agreement between the Customer and MN Premium Club to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 Submission of an Order constitutes an offer by the Customer to receive the Services from MN Premium Club in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

3.3 Any quotation for the Services given by MN Premium Club shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue.

3.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with this Agreement.

3.5 Any demos, drawings, descriptive matter or advertising produced by MN Premium Club are produced for the sole purpose of giving an approximate idea of the Deals and functionalities of the MN Premium Club Platform. They shall not for part of the Agreement nor have any contractual force.

4. Term

This Agreement shall continue from the Commencement Date until (unless terminated earlier in accordance with its terms) the end of the Initial Term and thereafter for successive Billing Periods (each an "**Extended Term**"). For the avoidance of doubt this Agreement shall be in force and binding on the parties from the Commencement Date, even though the start of the Initial Term may be after the Commencement Date.

5. Supply of services

5.1 Without prejudice to clause 5.2, MN Premium Club shall supply the Services to the Customer from the Commencement Date in accordance with this Agreement.

5.2 The Club Site shall go live and become available to the End Users to access the MN Premium Club Programme from the Commencement Date.

5.3 MN Premium Club shall:

5.3.1 provide the Services in accordance with this Agreement in all material respects;

5.3.2 perform the Services with reasonable care and skill;

5.3.3 use reasonable endeavours to procure an attractive selection of goods and services of reputable Suppliers; and

5.3.4 comply with all applicable laws, statutes, regulations and codes from time to time in force, provided that MN Premium Club shall not be liable under this Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement.

5.4 MN Premium Club shall use reasonable endeavours to meet any performance dates specified on the Order Form and/or Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence of the Agreement.

5.5 The Customer acknowledges that the Club Site is provided via the internet and as a result MN Premium Club cannot and does not guarantee that the Club Site, or any content on it, will always be available or be uninterrupted. This is because interruptions, delays and/or other problems are inherent in the provision of services via such communication facilities. MN Premium Club may temporarily suspend, withdraw or restrict the availability of all or any part of the Club Site, to the extent necessary for operational reasons and MN Premium Club shall use reasonable endeavours to minimise the effects of any such suspension, withdrawal or restriction and to notify the Customer and the End Users of any such suspension, withdrawal or restriction.

5.6 MN Premium Club shall have the right to make any changes to the Services from time to time: to reflect changes in the Suppliers, their offering and/or their conditions of supply to MN Premium Club: (i) to address its customers' or the End Users' needs; (ii) to comply with any applicable law or regulations; and/or (iii) changes that do not materially affect the nature or quality of the Services.

5.7 The Deals are provided on "as is basis" and MN Premium Club makes no warranty or representation as to the availability of any specific Deals and/or Suppliers. MN Premium Club shall use reasonable endeavours to ensure that the number of Deals available is commensurate with the applicable description of the MN Premium Club services.

5.8 MN Premium Club makes no warranty or representation as to the quality or suitability of any Deals and/or any Suppliers, and does not provide any advice to the Customer and/or the End Users in respect of the quality or suitability of any Deals and/or Suppliers available on the MN Premium Club Platform.

5.9 If the Customer intends to offer the MN Premium Club Programme to its non-employees personnel (including, but not limited to, consultants and contractors), the Customer acknowledges and agrees that: and

5.9.1 it shall be solely responsible for notifying MN Premium Club about its intention to extend the offering to such personnel.

6. Customer's obligations

6.1 The Customer shall:

6.1.1 co-operate with MN Premium Club in all matters relating to the Services;

6.1.2 comply with all applicable laws, statutes, regulations and codes from time to time in force in connection with this Agreement;

6.1.3 provide to MN Premium Club the End User Data and the Customer Materials required for the provision of the Services in a timely manner and in the format reasonably required by MN Premium Club;

6.1.4 provide, in a timely manner, such information as MN Premium Club may reasonably require, and ensure that it is up-to-date, complete and accurate in all material respects;

6.1.5 use reasonable endeavours to procure that the End Users do not re-sell or otherwise pass on the Deals to third parties and/or allow third parties unauthorised access to the Club Site;

6.1.6 notify MN Premium Club as soon as reasonably practicable of any material changes in: (i) the End User Data relevant to the provision of the Services; and/or (ii) the number of active End Users; (iii) and/or the anticipated volumes of End Users; and

6.1.7 not use any promotional and advertising material featuring specific information about the Deals and/or the Suppliers without prior written approval by MN Premium Club.

6.2 The Customer acknowledges and agrees that it shall not re-sell access to the MN Premium Club Platform to any End Users and/or other third parties without prior written consent from MN Premium Club and provided that MN Premium Club agrees to such sale(s), the Customer shall comply with any reasonable instructions and restrictions imposed by MN Premium Club.

6.3 The Customer acknowledges and agrees that:

6.3.1 the End User MN Premium Club Terms and Conditions shall govern the relationship between MN Premium Club and the End Users and that any Supplier Terms and Conditions shall apply to any contractual relationships created as a result of purchase or redemption of any Deal by the End Users via the MN Premium Club Platform; and

6.3.2 in the event of a material breach and/or persistent breaches of the End User MN Premium Club Terms and Conditions by the End Users, MN Premium Club shall have the right, at its sole discretion, to suspend access to the MN Premium Club Platform for any such End Users or suspend the provision of the Services under this Agreement.

6.4 If MN Premium Club's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, MN Premium Club shall:

6.4.1 not be liable for any costs, charges or losses sustained or incurred by the Customer and/or End Users that arise directly or indirectly from such prevention or delay;

6.4.2 be entitled to payment of the Charges despite any such prevention or delay; and

6.4.3 be entitled to recover any additional costs, charges or losses MN Premium Club sustains or incurs that arise directly or indirectly from such prevention or delay.

7. Intellectual property

7.1 MN Premium Club and its licensors shall retain ownership of all MN Premium Club IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

7.2 MN Premium Club grants the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable licence for the duration of this Agreement to use the MN Premium Club Logo on any promotional or marketing material approved by MN Premium Club in accordance with clause 6.1.7.

7.3 The Customer grants MN Premium Club a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer in accordance with this Agreement.

7.4 Subject to clause 10.3, MN Premium Club shall indemnify the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's UK Intellectual Property Rights arising out of or in connection with, the receipt or use of the Services by the Customer and/or End Users.

7.5 Subject to clause 10.3, the Customer shall indemnify MN Premium Club against all liabilities, costs, expenses, damages and losses suffered or incurred by MN Premium Club arising out of or in connection with any claim made against MN Premium Club for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with, the receipt or use of the Customer Materials by MN Premium Club.

7.6 The indemnities in clauses 7.4 and 7.5 shall not cover the indemnified party to the extent that a claim under it is a result of that party's negligence or wilful misconduct.

7.7 Liability under clauses 7.4 and 7.5 is conditional on the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under the indemnity in clause 7.4 or 7.5 (as applicable) (a "**Claim**"), the indemnified party shall:

7.7.1 as soon as reasonably practicable, give written notice of the claim to the other party, specifying the nature of the Claim in reasonable detail;

7.7.2 not make any admission of liability, agreement or compromise in relation to the Claim without prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed);

7.7.3 give the other party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant asset, accounts, documents and records within the power or control of the indemnified party, so as to enable the other party and its professional advisers to examine them and to take copies (at the other party's expense) for the purpose of assessing the Claim; and

7.7.4 subject to the other party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the other party may reasonably request to avoid, dispute, compromise or defend the Claim.

8. Charges and payment

8.1 In consideration for the provision of the Services, the Customer shall pay MN Premium Club the Charges in accordance with this clause 8.

8.2 Unless otherwise specified on the Order Form and/or Order Confirmation, all amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to MN Premium Club at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

8.3 The First Payment Amount shall be payable on the First Payment Date and shall include Subscription Charges for the first Billing Period following Commencement Date (or in the event of a Renewed Agreement, following the Renewal Date). Charges in respect of the subsequent Billing Periods shall be payable on the first day of any such Billing Period following Renewal Date.

8.4 MN Premium Club shall submit invoices for the Charges (plus VAT if applicable) to the Customer by email, to an email address provided by the Customer from time to time. The Customer shall notify MN Premium Club as soon as reasonably practicable via info@MediatorNetwork.co.uk of any changes to the email address where MN Premium Club should submit its invoices.

8.5 Each invoice shall include all reasonable supporting information required by the Customer and shall provide the total Charges payable in respect of all Sites (if applicable) for the relevant Billing Period, and the number of End User Licences in respect of which the Subscription Charges are being rendered. For the avoidance of doubt, MN Premium Club shall not be required to issue separate invoices for separate Sites.

8.6 In the event the number of End User Licences at any point during a Billing Period exceeds the number of End User Licences based on which the invoice in respect of such Billing Period was rendered, MN Premium Club may, at its sole discretion, include Subscription Charges in respect of such additional End User Licences in any subsequent invoice, or issue a supplementary invoice in respect of such Billing Period. For the avoidance of doubt, any Subscription Charges rendered in accordance with this clause 8.7 shall be based on the rates applicable to such Billing Period, whether or not the Subscription Charges have been subsequently increased pursuant to clause 8.11.

8.7 If the Customer fails to make any payment due to MN Premium Club under this Agreement by the due date for payment, then, without limiting MN Premium Club's remedies under clause 11 (Termination):

8.7.1 the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date specified in clause 8.3 until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and

8.7.2 MN Premium Club may suspend or reduce the Services until payment has been made in full. In the event of suspension or reduction of the Services under this clause 8.9.2, MN Premium Club reserves the right to notify the End Users of such suspension or reduction.

8.8 All amounts due under this Agreement shall be paid by the Customer to MN Premium Club in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.9 MN Premium Club reserves the right to increase the Charges with effect from the first day of any future Billing Period falling after the Initial Term ("**Increase Date**"), by giving the Customer not less than 60 days' notice in writing prior to such Increase Date and specifying the Billing Period from which such increase shall take effect. If the Customer does not accept such increase in Charges, the Customer has the right to terminate this Agreement by giving MN Premium Club at least 30 days' notice prior to the Increase Date, such notice to expire not earlier than at the end of the Billing Period immediately preceding the Increase Date. For the avoidance of doubt, no refunds or adjustment of Charges payable shall be due to the Customer for any Charges paid (or payable) prior to the date of termination of this Agreement under this clause 8.11.

9. Data protection

9.1 MN Premium Club and the Customer each acknowledge that the End User Data provided by the Customer to MN Premium Club may include personal data and that in accordance with the Data Protection Laws each of the Customer and MN Premium Club shall act as data controllers in respect of such personal data, as, without prejudice to the terms of this Agreement, they will each separately determine the purposes for which and the manner in which such data is processed.

9.2 MN Premium Club agrees that during the period between the first transfer of End User Data to MN Premium Club by the Customer and the activation and acceptance of the End User Licence by the relevant End User, MN Premium Club shall not use the End User Data of such End User for any purpose other than for the creation, administration, management and activation of the End User accounts for the End Users. At the written request of the Customer, MN Premium Club shall delete or return (as the Customer may elect in writing) any End User Data of those End Users who do not activate their End User Licences.

9.3 Each party shall at all times comply with the Data Protection Laws in relation to personal data of End Users.

9.4 If one party receives any complaint, notice or communication that relates directly or indirectly to the processing of personal data or to either party's compliance with the Data Protection Laws (as it relates to the personal data of the End Users), it shall immediately notify the other party and provide full details and copies of any communication. Each party shall use reasonable endeavours to work with the other party to remedy the situation.

10. Limitation of liability and indemnity

10.1 Nothing in this Agreement shall limit or exclude either party's liability:

10.1.1 for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

10.1.2 for fraud or fraudulent misrepresentation; and

10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any indirect or consequential losses arising under or in connection with this Agreement.

10.3 Subject to clause 10.1, each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the Charges paid and/or payable by the Customer under this Agreement. Nothing in this clause 10.3 shall affect the Customer's liability to pay the Charges properly due under this Agreement and no amounts of Charges paid by, or due from, the Customer shall count towards the limit on the Customer's liability under this clause 10.3.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party to this Agreement may terminate it with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

11.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, MN Premium Club may suspend provision of the Services under this Agreement or any other agreement between MN Premium Club and the Customer if the Customer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.5, or if MN Premium Club reasonably believes that the Customer is about to become subject to any of them. For the avoidance of doubt, suspension of the provision of the Services (for any reason) by MN Premium Club shall not affect the Customer's liability to pay the Subscription Charges in accordance with this Agreement.

11.3 Without affecting any other right or remedy available to it, MN Premium Club may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

11.4 Either party may terminate this Agreement at any time by giving to the other party not less than 30 days' written notice of such termination.

11.5 Any notice of termination of this Agreement by the Customer must be delivered to MN Premium Club by email on info@MediatorNetwork.co.uk or any alternative email address designated by MN Premium Club for this purpose from time to time.

11.6 On termination of this Agreement for whatever reason:

11.6.1 all Charges in respect of the Initial Term or the then current Extended Term (as applicable) shall become immediately due and payable;

11.6.2 the Customer shall immediately pay to MN Premium Club all of MN Premium Club's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, MN Premium Club may submit an invoice, which shall be payable immediately on receipt. For the avoidance of doubt MN Premium Club shall be entitled to invoice the Customer in respect of any Deals procured by MN Premium Club for the Customer upon the Customer's request and paid for by MN Premium Club prior to the date of termination of this Agreement, whether or not such Deals have been accessed, used or redeemed by the End Users;

11.6.3 no refunds shall be due to the Customer for any Charges paid to MN Premium Club and/or any other sums paid by the Customer to MN Premium Club;

11.6.4 any licences granted under this Agreement shall cease automatically;

11.6.5 termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and

11.6.6 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11.7 Clause 11.6.1 and clause 11.6.2 shall not apply in the event of termination of this Agreement by the Customer under clause 11.1 (default and/or insolvency).

11.8 On termination of this Agreement, the Customer shall assist the End User in respect of any arrangements that may be necessary to ensure that the End Users continue to benefit from any products or services of a duration extending beyond the duration of this Agreement purchased by the End Users, as may be required under the End User MN Premium Club Terms and Conditions and/or any Supplier Terms and Conditions.

12. General

12.1 **Force majeure.** Other than in respect of Charges payable by the Customer under this Agreement, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

12.2.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and/or obligations under this Agreement without MN Premium Club's prior written consent.

12.2.2 MN Premium Club may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.3.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

12.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

12.3.4 Subject to clauses 12.3.5 and 12.3.6, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12.3.5 The parties agree that each party can make a public reference to the fact that the Customer is using the MN Premium Club Platform, provided any such reference shall be made in such a way as not to bring the other party into disrepute or damage that party's reputation.

12.3.6 MN Premium Club may use the Customer as a case study for future customers of MN Premium Club and/or refer to the Customer in its publicity and/or advertising material to attract new customers. The Customer grants MN Premium Club a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Customer Logo in accordance with this clause 12.3.6 for the term of this Agreement.

12.4 **Entire agreement.**

12.4.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.5 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

12.6.1 waive that or any other right or remedy; or

12.6.2 prevent or restrict the further exercise of that or any other right or remedy.

12.7 **No partnership or agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12.8 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.9 **Notices.**

12.9.1 Without prejudice to clause 11.5, any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that

party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

12.9.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.9.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or email, one Business Day after transmission.

12.9.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.10 **Third party rights.** No End User, Supplier or other person, other than a party to this Agreement shall have any right to enforce any of its terms.

12.11 **Governing law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

12.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.