Springpod® Terms of Business Agreement SPR148.13 v1.13 25.10.26

1. Introduction

1.1. Springpod's mission is to design, create, and provide meaningful educational experiences to young people aimed at helping them make the best-informed decisions for their education and career. Our Platform has been developed to allow access to those experiences most simply and effectively, allowing users the opportunity to connect with employers and educators.

2. Agreement

2.1. This Terms of Business Agreement ("**TOBA**") is formed between the organisation identified in the applicable Order ("**Client**") and The Education Hub Group Limited, trading as Springpod, a company registered in England and Wales under company registration number 10150500 at Arch 6, Maltings Place, 169 Tower Bridge Road, London, England, SE1 3LJ. ("**Springpod**", "**we**", "**us**", or "**our**").

2.2. This Agreement should be read together with our Privacy Policy and the Terms of Use for account holders and users of springpod.com. Where this Agreement conflicts with the Terms of Use or the Privacy Policy, this Agreement prevails to the extent of the conflict.

2.3. Clients operating in certain countries are subject to additional country-specific terms as detailed in any territory-specific sections and/or clauses within these Client Terms of Business and the following regional variations.

- Clients based in the USA, please note the territory-specific clauses in section 22 of this Agreement, including the arbitration provision.
- European Union: Clients based in the European Union should note the territory-specific clauses in Section 22, including provisions related to GDPR compliance and dispute resolution within EU jurisdictions.
- Asia: Clients based in Asia should note the territory-specific clauses in Section 23, including provisions related to local data protection laws and dispute resolution within Asian jurisdictions.
- Australia: Clients based in Australia should note the territory-specific clauses in Section 24, including provisions related to Australian Consumer Law and dispute resolution within Australian jurisdictions.

3. Interpretation

3.1. Clause and paragraph headings are for information only and shall not affect the interpretation of this Agreement.

3.2. A "person" includes a natural person, corporation, or unincorporated body (whether or not having a separate legal personality).

3.3. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural, shall include the singular.

3.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

3.5. This Agreement shall be binding on and enure to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's representatives, successors and permitted assigns.

3.6. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

3.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3.8. A reference to writing or written includes email.

3.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

3.10. Any words following the terms including, include(s), in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

3.11. In the event of any conflict between the provisions of these Client Terms of Business and an Order, these Client Terms shall supersede, unless the parties agree in writing that other Terms apply to a particular Order. This clause should be read in conjunction with Clauses 5.3 and 5.4 of this Agreement.

4. Definitions

The following definitions apply in this Agreement:

4.1. "**Additional Terms**" means any additional terms set out in an Order from time to time, if any. Such Additional Terms shall apply only to the Services set out in the Order within which the Additional Terms are contained.

4.2. "**Agreement**" means these Client Terms of Business, including any applicable Addenda, the applicable Order, and any Additional Terms incorporated by reference into the Order.

4.3. "**Authorised Users**" means those employees, agents and independent contractors of Client whom Client authorises to use the Platform.

4.4. "**Client Materials**" means all data, documents, information, items, and materials in any form supplied by the Client to Springpod, together with any additional materials that Springpod reasonably requests from time to time.

4.5. "**Effective Date**" means the date upon which the first Order is executed or, if earlier, the date Client begins a Trial.

4.6. "**Fee**" means the fees payable by the Client to Springpod under the Order.

4.7. "**Intellectual Property Rights**" means all worldwide rights in intellectual property, arising under statutory or common law or by contract, now existing or hereafter filed, issued, or acquired, including all: patent rights, rights in inventions, copyrights and related rights, moral rights, trademark rights, rights in business names and domain names, rights in get-up, goodwill, and the right to sue for passing off, rights in designs, rights in computer software, database rights and rights in data, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other right analogous or related to the foregoing and any other proprietary rights relating to intangible property, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

4.8. "**Order**" means a fully executed written order for Services.

4.9. "**Platform**" means Springpod's platform located at www.Springpod.com, together with Springpod's web and mobile applications and any other associated domains or services owned, developed, or utilised by Springpod to deliver the Platform and other Services.

4.10. "**Service**" means the services provided by Springpod to Client by the terms of this Agreement, as set out in the Order, including, as applicable, the provision of access to the Platform.

4.11. "**Subscription**" means an element of the Services that renews annually, as denoted by "Sub" or "Subscription" in the Order.

4.12. "**Trial**" means a period during which Springpod provides a Service to the Client without charging a Fee, as confirmed in writing by Springpod in advance.

4.13. "**Virus**" means a thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

4.14. "**Learner Credit**" means a unit of value purchased by the Client that entitles access to a specific educational experience. Types of Learner Credit include:

4.14.1. "**Experience Credit**": £10 for Study, Skills, and Work Experience.

4.14.2. "**Coach Credit**": £20 for AI-Powered Interview Coach access.

4.14.3. "**Micro-Internship Credit**": £100 for extended virtual internship programmes.

4.14.4. Usage is subject to "**Fair Usage**" terms defined during onboarding or benchmarking.

4.15. "**Data Protection Legislation**" means all applicable data protection and privacy laws, including the UK GDPR, the Data Protection Act 2018, the Data Protection (Charges and Information) Regulations 2018, and the Privacy and Electronic Communications Regulations 2003, as each may be amended or replaced. Where the Client is in the United States, processing of personal information will also comply with applicable US state privacy laws, including the California Consumer Privacy Act as amended. Where the Client is in Canada, Springpod will comply with the Personal Information Protection and Electronic Documents Act. "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Special Category Data**", "**Personal Data Breach**", "**Supervisory Authority**", "**Processing**", and "**Sub-Processing**" shall have the meanings as in the Data Protection Legislation and "**processed**" and "**process**" shall be construed per the definition of "**processing**".

4.16. "**Data Protection Roles**" means the role that the parties play concerning data protection.

4.17. **"Content Revision Allowance"** means the ten (10) hours of revision support included as part of each annual renewal as described in Clause 7.5.

4.18. **"Micro Internship"** means a Springpod educational experience through which students complete a project, challenge, task, or brief based on materials supplied by or relating to the Client.

4.19. **"Micro Internship Brief"** means any brief, challenge, project description, supporting information, materials, brand assets, logos, or other content supplied by the Client for use in connection with a Micro Internship.

4.20. **"Micro Internship Credential"** means any certificate, badge, digital credential, confirmation of completion, or similar recognition issued by Springpod to a student following completion of a Micro Internship.

4.21. **"Student Submission"** means any work, output, or artefact created or submitted by a student in the course of a Micro Internship, including any content generated with the assistance of artificial intelligence tools.

5. The Services

5.1. Springpod shall provide the Services in accordance with the Order and for the duration set out in the Order.

5.2. During the Term, Springpod and Client may enter into additional Orders to provide other Services.

5.3. Springpod shall only be committed to providing additional services once both parties have confirmed a new Order in writing. Additional Services shall be provided from the date specified in an Order.

5.4. Any terms and conditions contained in, attached to or referenced by an Order, invoice, supplier portal, vendor registration or similar document issued by the Client are excluded and of no effect, even if Springpod accepts the PO, performs against it or the document states that it takes precedence, unless expressly agreed in an Order signed by both parties.

5.5. In addition to Services purchased under an Order, Clients may elect to purchase Learner Credits. Learner Credits allow Clients to allocate access to specific Services on a per-learner basis, as defined in Section 4.

5.6. All Learner Credits are non-refundable once redeemed and valid for 12 months from the date of purchase unless otherwise agreed in writing. Unused Learner Credits will expire after this period.

5.7. For Experience Credits that are included with tailored, partner-specific content (e.g., co-branded Study, Skills or Work Experience programmes), the total number of learners is defined and capped during the benchmarking or onboarding process. These Experience Credits are intended for that pre-agreed audience size only.
In contrast, Skills and Micro-Internship Credits are issued on a per-learner basis and must be purchased individually for each participant the Client wishes to grant access. Any additional usage beyond the pre-agreed number for Experience Credits will require approval and may incur additional charges.

5.8. Where the Services include Micro Internships, Springpod may create, host, publish, promote, assess, and otherwise administer Micro Internships using the Micro Internship Brief and any related Client Materials supplied or approved by the Client.

6. Fees

6.1. Client shall pay the Fees as set out in an Order and per these Terms of Business and the Additional Terms of the Order.

6.2. Where the Client purchases Learner Credits, Fees shall be calculated based on the quantity and type of Learner Credits selected. The current standard pricing is available on request, and the per-unit cost for the different credit types will be itemised in the order form.

6.3. Learner Credits may be included in an Order or purchased separately via Springpod's designated online purchasing process.

6.4. All invoices shall be paid within 14 days of receipt unless otherwise stated in the Order.

6.5. Unless agreed in writing in advance, all Fees must be paid in advance of the provision of any Services provided.

6.6. Where Fees are payable on a Subscription basis, Springpod reserves the right to increase the fees no more than once per Subscription cycle upon giving 30 days' notice in writing. The client may terminate the Order related to the Subscription Service by providing written notice at least five days before the date upon which the increase was to take effect, where such increase is more than 10% on the then-current Fees for the Subscription Service.

6.7. All Fees are exclusive of applicable taxes. Taxes will be applied based on the Client's location and local tax regulations and will be itemised on the invoice.

6.8. If Springpod accepts an incorrectly priced Order, the Client will be contacted with the amended Order value. Where the Client could have reasonably recognised the pricing error as mispricing, Springpod may terminate this Agreement and any associated Orders, refund the Client any sums paid, and cease the Service provided.

6.9. Client shall pay all Fees in full without set-off, deduction or counterclaim.

6.10. Springpod will respond to reasonable due diligence queries without charge, provided that:
6.10.1. the time required does not exceed three hours of dedicated staff time, and
6.10.2. the queries are not answered in published materials.
Where either condition is not met, Springpod may charge a reasonable fee at its standard professional rate.

6.11. Where Experience Credits are bundled with bespoke content, they are subject to the agreed fair usage limits established during the onboarding or benchmarking process. Springpod reserves the right to review usage and may suspend or charge for access beyond those limits.

7. Term And Termination

7.1. This Agreement shall commence on the Effective Date and continue until it is terminated in accordance with this Clause 7 ("Term").

7.2. Unless this Agreement or an Order is terminated in accordance with this Clause 7, such Order will be valid upon execution until the conclusion of each of the Service periods indicated in the Order.

7.3. Unless terminated in accordance with this Clause 7, this Agreement shall continue for as long as any Order remains in effect.

7.4. Orders and Subscription Services shall automatically renew unless:

7.4.1. Either party serves notice not less than three months before the renewal date of their intention not to renew, or

7.4.2. This Agreement is otherwise terminated per the provisions of this Agreement.

7.4.3. A Service provided on a Trial basis, in which case either party may cancel the Trial Service at any time on no less than thirty days' written notice.

7.5. As part of each annual programme renewal, Springpod shall provide the Client with an allowance of up to ten (10) hours of revision support ("**Content Revision Allowance**"). This allowance is intended to ensure that programme content remains current and relevant without requiring a full rebuild. The Content Revision Allowance may be applied to:

7.5.1. Content updates, including wording changes, policy updates, and refreshed examples or case studies.

7.5.2. Media updates, including replacement of images, videos, or graphics.

7.5.3. Assessment updates, including amendments to quiz questions, answers, or feedback.

7.5.4. Interactive element adjustments, including refinements to existing activities.

7.5.5. Platform and functionality updates introduced by Springpod since the previous renewal.

At the start of each renewal period, Springpod and the Client shall agree priorities for application of the Content Revision Allowance. Where the Client does not request specific changes, Springpod may apply the allowance to implement learner feedback, functionality improvements, design refinements, or platform updates developed internally.

Each update will be logged with an estimated time allocation, and hours will be tracked against the allowance. If requested updates are likely to exceed the allowance, Springpod shall notify the Client in advance and provide options and costs for any additional work.

The Content Revision Allowance is allocated per renewal year, does not roll over, and has no cash value.

7.6. Without affecting any other right or remedy available to it, Springpod may terminate this Agreement or any Order with immediate effect by giving written notice to Client if:

7.6.1. Client fails to pay any Fee owed to Springpod in accordance with Clause 6 and remains in default not less than fourteen days after being notified in writing to pay any outstanding amounts.

7.6.2. Client commits a material breach of any other term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within fourteen days after being notified in writing to do so.

7.6.3. Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that Client's conduct is inconsistent with Client having the intention or ability to give effect to the terms of this Agreement; or

7.6.4. Client takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with Client's creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for a solvent restructuring), having a receiver appointed to any of Client's 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.

7.7. During any Trial, Springpod may terminate this Agreement for any reason upon notice to the Client.

7.8. If the Client defaults on payment more than once in any twelve-month period, Springpod may suspend Services under the affected Orders on notice and may terminate those Orders if the Client does not cure the default within fourteen days. This is without prejudice to Springpod's right to recover all Fees properly due and any reasonable costs of recovery.

7.9. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

7.10. Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

8. Consequences Of Termination

On termination of this Agreement for any reason:

8.1. Client shall pay Springpod all Springpod's outstanding unpaid invoices and interest, and in respect of the Service or Platform supplied but for which no invoice has been submitted, Springpod shall submit an invoice, which shall be payable by Client immediately on receipt.

8.2. All rights granted to Client under this Agreement shall cease (except where explicitly permitted under an Order).

8.3. Client must immediately cease all activities authorised by this Agreement (except where explicitly permitted under an Order); and

8.4. Springpod shall return or destroy within thirty days, at Client's cost and option, any Client Materials Springpod holds.

8.5. Within thirty days of termination or expiry of this Agreement, or earlier on Springpod's written request, the Client shall at its cost return or securely destroy all Confidential Information of Springpod in its possession or control and certify destruction on request..

8.6. Upon termination of this Agreement, any unused Learner Credits shall expire immediately unless otherwise agreed in writing, or where Springpod continues to deliver services post-termination under a separate arrangement.

9. Authorised Users

9.1. Where an Order includes access to the Platform, Springpod grants Client a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to permit its Authorised Users to access and use the Platform during the term set out in the Order(s) solely per the terms of this Agreement.

9.2. Concerning the Authorised Users, the Client undertakes that:

9.2.1. It shall maintain a written, up-to-date list of current Authorised Users and provide such a list to Springpod within five business days of Springpod's written request;

9.2.2. It will ensure that each Authorised User shall keep a secure password for their use of the Service and that each Authorised User shall keep their password confidential, and the Client shall be responsible for all activity occurring using any Authorised User's access credentials.

9.2.3. Client shall use all reasonable endeavours to prevent unauthorised access to or use of the Service; and

9.2.4. In the event of such unauthorised access or use, Client shall promptly notify Springpod.

9.3. Springpod may audit Client's records and Platform usage to determine the validity of each Authorised User and Client's compliance with the terms of this Agreement.

9.4. Access to services via Learner Credits will be administered through the Platform, and individual learners may be required to register for an account in accordance with Springpod's Terms of Use.

10. Restrictions And Obligations Regarding Usage

Client shall not, and shall ensure that its Authorised Users shall not:

10.1. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party without Springpod's prior written consent;

10.2. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means, or attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;

10.3. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Platform, in whole or in part;

10.4. Use or access the Platform to build a competitive product or service, or copy any aspect of its user interface to Springpod's detriment or commercial disadvantage;

10.5. Access or use the Platform or in any manner or for any unauthorised purpose inconsistent with this Agreement that infringes, misappropriates, dilutes, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorised access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Springpod customer) or that violates any applicable law;

10.6. Input, upload, transmit, or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit, or activate any destructive elements;

10.7. Bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorised User through the use of their own then valid credentials; or

10.8. Access, store, distribute or transmit any Viruses or any material during Client's use of the Platform that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property and Springpod reserves the right, without liability or prejudice to its other rights to Client, to disable Client's access to any material that breaches the provisions of this Clause 10.

11. Availability Of The Platform

11.1. Springpod shall provide Client with access to the Platform on and subject to the terms of this Agreement during the period set out in the applicable Order.

11.2. Springpod shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for the following:

11.2.1. Planned maintenance, and

11.2.2. Unscheduled maintenance, provided that Springpod has used reasonable endeavours to give the Client at least three hours' notice in advance.

11.3. Notwithstanding anything to the contrary in this Agreement, Springpod does not warrant that the Client's use of the Platform will be uninterrupted or error-free or that the information the Client obtains through the Platform will meet the Client's requirements,

and Springpod is not responsible for delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

12. Free Trials

12.1. Clauses 6.1 – 6.9 of this Agreement shall not apply during any Trial.

12.2. Any data entered into the platform by or for the client during the trial period will be permanently lost at the conclusion of the trial unless the client purchases a subsequent subscription that provides at least the same level of access as the trial or exports such data before the end of the trial period at the client's expense.

12.3. Notwithstanding anything to the contrary in this agreement, during the trial period, the services are provided "as-is" and without any warranty or any kind, and, to the extent allowed by applicable law, Springpod shall have no indemnification obligations nor liability of any type concerning the services during the trial period.

13. Client's Obligations

13.1. Client shall provide Springpod with the following:

13.1.1. All necessary cooperation in relation to this Agreement; and

13.1.2. All necessary access to such information as may be required by Springpod to provide the Service, including Client Materials, security access information, and configuration services. Client represents and warrants that it has obtained the necessary rights for Springpod to use any Client Materials.

13.2. Without affecting its other obligations under this Agreement, Client will comply with all applicable laws and regulations concerning its activities under this Agreement.

13.3. Client will carry out all other Client responsibilities set out in this Agreement and any project timeline, documents, charts shared with them or an Order in a timely and efficient manner (provided, if there are any delays in Client's provision of such assistance as agreed by the parties, Springpod may adjust any agreed timetable or delivery schedule as reasonably necessary, which may mean the postponement of delivery until the next most viable time to achieve the goals of both parties).

13.4. Client will ensure that the Authorised Users use the Services per the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

13.5. Client will obtain and shall maintain all necessary licences, consents, and permissions necessary for Springpod, its contractors and agents to perform their obligations under this Agreement, including, without limitation, the Service.

13.6. Client hereby grants to Springpod for the Term, a worldwide, non-exclusive, non-transferable, irrevocable (during the Term), non-assignable (except as provided in Clause 19.1), sublicensable, royalty-free licence to store, upload, distribute, transmit, reproduce, and otherwise use Client Materials to provide the Service, including for marketing purposes. For the avoidance of doubt, this licence includes the right to use any Micro Internship Brief, Client name, logo, trade marks, brand assets, and related Client Materials in connection with the creation, hosting, publication, promotion, assessment, delivery, and administration of Micro Internships, including the issue of Micro Internship Credentials.

13.7. Client shall own all rights, title, and interest in and to all Client Materials that are not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Client Materials.

13.8. Client agrees to abide by and maintain adequate data security measures consistent with industry standards and technology best practices, such as those detailed in the BS: EN ISO27001 (Information Security Standard), to protect access to their information, applications, or systems by an unauthorised person.

13.9. To the extent that Client processes personal data in connection with the performance of their obligations under this Agreement, Client will comply with all applicable laws and legal requirements to disclose their privacy practices to customers.

13.10. Client represents and warrants that Client has implemented reasonable administrative, managerial, and technical safeguards appropriate to the nature and sensitivity of information processed by Springpod.

13.11. Client represents and warrants that Client has not and will not make any disclosure that has been inaccurate, misleading, deceptive, or in violation of any applicable law.

13.12. Without prejudice to its other obligations under this Agreement, the Client shall maintain a minimum marketing commitment to promote the programmes and any associated microsite provided under this Agreement through its existing marketing and communication channels, which may include (without limitation) recruitment or careers websites, social media accounts, PR activity, and other relevant internal and external communications.

13.13. Where the Client supplies or approves a Micro Internship Brief, the Client confirms that:

13.13.1. the Micro Internship Brief is accurate to the best of its knowledge;

13.13.2. it has all necessary rights, licences, permissions, and authority to provide the Micro Internship Brief to Springpod;

13.13.3. Springpod may share the Micro Internship Brief with students and other users participating in Springpod's Micro Internship programme anywhere in the world; and

13.13.4. Springpod may use the Client's name, logo, trade marks, and brand assets in connection with the relevant Micro Internship, related student credentials, and reasonable marketing or educational materials promoting the Micro Internship or Springpod's Micro Internship programme.

13.14. Unless expressly agreed otherwise in an Order, Springpod shall be solely responsible for assessing student submissions, determining whether students have met the applicable completion standard, providing any student feedback, and issuing any Micro Internship Credential. The Client shall not be required to mark, respond to, moderate, or assess student submissions unless expressly agreed in writing.

13.15. The Client agrees that Springpod may issue Micro Internship Credentials to students who successfully complete the relevant Micro Internship. Such credentials may display the Client's name and logo where the Micro Internship is based on a Micro Internship Brief supplied or approved by the Client.

13.16. Where Springpod issues any written confirmation, achievement reference, or similar recognition in connection with a Micro Internship, such wording shall be standardised by Springpod and shall confirm only the student's participation, completion, or achievement against Springpod's applicable assessment standard. Unless expressly agreed otherwise in an Order, Springpod shall not issue employment references or statements implying that the Client has assessed, endorsed, employed, supervised, or recommended the student.

13.17. Where the Services include Micro Internships, the Client acknowledges that all intellectual property rights (if any) in a Student Submission belong to and remain with the student at all times, save for any Micro Internship Brief or Client Materials incorporated in it, which remain with the Client under Clause 13.7. Nothing in this Agreement assigns or licenses any right in a Student Submission to the Client.

13.18. The Client may review Student Submissions that Springpod makes available to it, solely for the purposes of the relevant Micro Internship (including, where the Client is the student's education provider, supporting and recognising the student's learning) and in accordance with Clause 17. The Client shall not otherwise use, copy, adapt, publish, or commercially exploit any Student Submission unless it has first agreed in writing, through Springpod, a paid assignment or licence with the student (and, where the student is under 18, with their parent or guardian).

13.19. Where the Client supplies or approves a Micro Internship Brief, the Client grants each student a non-exclusive, royalty-free, non-transferable licence to use the Micro Internship Brief and Client Materials incorporated in their Student Submission for the purposes of completing the Micro Internship and of showing that Student Submission privately to prospective employers, education providers, and similar recipients, for example as part of an application, interview, or portfolio shared directly with them. Springpod's Terms of Use require students not to publish their Student Submission publicly and not to state or imply that they have been employed by, interned with, or endorsed by the Client. The Client shall not include in a Micro Internship Brief any information that it requires to be kept confidential, and Springpod is not responsible for any use a student makes of a Student Submission outside the platform.

14. UCAS Code Of Conduct Compliance

14.1. Clients acknowledge that in order for their offered experiences to be displayed on the UCAS platform, compliance with the UCAS Code of Conduct is a mandatory requirement. This is to ensure that all educational experiences comply with UCAS's standards and guidelines.

14.2. Failure to comply with the UCAS Code of Conduct may result in the offered experience not being displayed on the UCAS platform. Springpod will not be held responsible for any impact this may have on the Client's offerings.

15. Intellectual Property Rights

15.1. The parties may use branding and other protected characteristics belonging to the other party as required to receive or perform the Services, provided such party complies with any branding guidelines provided to such other party. This includes Springpod's use of the Client's branding in connection with Micro Internships, Micro Internship Credentials, student-facing materials, and related promotional or educational materials, subject to any reasonable brand guidelines provided by the Client.

15.2. Except as expressly stated in this Agreement, Client does not grant Springpod any rights, including Intellectual Property Rights, to, under, or in any Client Materials.

15.3. All material (including all branding, content, and audio materials), including all Intellectual Property Rights therein, owned (or licensed) by either party (or their licensors) before the Effective Date, shall remain vested with that party (or their licensors). The Client will not have any rights to the Services except as expressly granted in this Agreement. Springpod reserves all rights to the Platform and Services not expressly granted to Client in accordance with this Agreement.

15.4. All material, including any Intellectual Property Rights therein, independently belonging to either party, that does not go on to form part of the Resultant Intellectual Property shall remain vested with that party indefinitely.

15.5. Springpod owns and shall own all rights, title, and interest in and to all materials developed or produced under this Agreement as part of the Services, including all Intellectual Property Rights therein (the "**Resultant Intellectual Property**").

15.6. Client agrees that it has all the necessary permissions and licenses to offer any content and materials that may eventually form part of the Resultant Intellectual Property and that any such authority extends to Springpod's use and indemnifies Springpod for any subsequent cost incurred by any infringement, dilution, misappropriation, or other violation of third-party Intellectual Property Rights or other restricted permissions.

15.7. If expressly agreed in an Order, Springpod grants the Client a non-exclusive, non-transferable, royalty-free, worldwide, perpetual licence to use the Resultant Intellectual Property solely for the Client's internal business purposes and non-commercial education and outreach, provided such use does not compete with or adversely impact Springpod's services. The Client may not sublicense the Resultant Intellectual Property without Springpod's prior written consent.

15.8. If Client provides any feedback to Springpod concerning the functionality and performance of the Services (including identifying potential errors and improvements), Client hereby assigns to Springpod all right, title, and interest in and to the feedback, and Springpod is free to use the feedback without payment or restriction.

15.9. Client shall not interfere with the collection of any performance and usage information relating to an Authorised User's use of the Platform, which the Platform generates or collects, which is in aggregated or de-identified form only that does not identify

natural human persons or include any personally identifiable data ("**Usage Data**"). Springpod and the Platform collect, generate, and derive Usage Data for Springpod's business purposes, including

15.9.1. tracking usage;
15.9.2. providing support for the Platform;
15.9.3. monitoring the performance and stability of the Platform;
15.9.4. prevent or address technical issues with the Platform; and
15.9.5. Improve the Platform and develop new products and services.

16. Confidentiality

16.1. Each party acknowledges that it will have access to the other party's confidential information concerning its business, plans, customers, technology, products, and the terms of this Agreement ("**Confidential Information**").

16.2. The parties shall not use in any way, for their own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party except

16.2.1. as required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority, or

16.2.2. to their employees, officers, representatives, contractors, subcontractors, or advisers who need to know such Confidential Information to exercise Client's rights or carry out its obligations under or in connection with this Agreement, who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement and where Client ensures compliance with the terms of this Agreement. Any Confidential Information shall be protected with reasonable precautions, no less stringent than those taken to safeguard its own confidential information of a similar nature and importance.

16.3. The parties will not be obligated under Section 16.1 of this Agreement for any Confidential Information that it can demonstrate:

16.3.1. is known to them before receipt from Springpod, directly or indirectly, from a source other than one having an obligation of confidentiality to Springpod;

16.3.2. becomes known (independently of disclosure by the other party) to them directly or indirectly from a source other than one having an obligation of confidentiality to them;

16.3.3. becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Client; or

16.3.4. is independently developed by them.

16.4. The parties undertake that they shall not, at any time during this Agreement, and for five years after termination or expiry of this Agreement, disclose to any person any Confidential Information, except as expressly permitted in this Clause 16 or otherwise authorised in writing; provided Client's obligations concerning any Confidential Information that constitutes a trade secret will continue for so long as such Confidential Information remains a trade secret under applicable law.

17. Data Protection

Data Protection Roles

17.1. For this Agreement, the following data protection roles shall apply:

17.1.1. The parties may act as data controllers for their purposes outside this Agreement.

17.1.2. For users registering an account on Springpod.com and navigating that platform to search and apply for digital experiences contained therein, the parties agree that Springpod acts as the Data Controller and the Client plays no data protection role.

17.1.3. Simultaneous to Springpod acting as a Data Controller as detailed in clause 17.1.2, where Springpod provides services to the Client involving the processing of personal data, the parties acknowledge and agree that Springpod will act as a data processor on behalf of the Client strictly for that service.

Data Processing Agreement

17.2. This Data Processing section ("Data Processing Agreement" or "DPA") aims to enable the lawful processing of information between Springpod and Client to deliver services to Client as per this Agreement and Data Protection Legislation.

17.3. Both parties to this Agreement shall always ensure that the processing of personal data is performed in compliance with all applicable Data Protection Legislation covering the territory where the processing takes place and the following schedules to this part of this Agreement.

17.4. When data is shared, the receiving party will treat and keep confidential the disclosing party's information.

17.5. Springpod shall only process personal data in connection with this Agreement per the Client's instruction to deliver the Service as per this Agreement.

17.6. Where applicable, the Parties shall document the lawful basis for processing, including all the details required by data protection regulations and record evidence of any necessary consent.

17.7. Where required by Data Protection Legislation, the Client shall carry out a Data Protection Impact Assessment ("**DPIA**")covering the activity planned under this Agreement. On request, Springpod shall supply a DPIA template to assist.

17.8. Where applicable, Springpod shall, on request, share a copy of the decision to share notice covering the processing of personal data under this Agreement.

17.9. Each party shall deploy appropriate technical and organisational measures to protect personal data against any unauthorised or unlawful processing and accidental loss, destruction, or damage. Such measures may include:

17.9.1. Acting only per the terms of this Agreement,

17.9.2. The anonymisation, pseudonymisation, or encryption of personal data,

17.9.3. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,

17.9.4. The ability to restore the availability and access to personal data in the event of a physical or technical incident, and

17.9.5. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

17.10. Each party shall take reasonable steps to ensure the reliability of any employee, agent, third party or contractor who may have access to the personal data, ensuring that access is limited to those who need it and that all such individuals are trained and subject to its confidentiality requirement.

17.11. Each party shall notify the other party immediately upon becoming aware of any actual, suspected, or alleged breach of data protection regulations that may impact this Agreement.

17.12. If at the time of making the original notification described in Clause 17.11, either party does not have available to it all the information it is required to provide to comply with the requirements of Data Protection Legislation, they shall include any information available at that time, and then give the further information as soon as possible after that.

17.13. The Client gives general written authorisation for Springpod to engage the subprocessors identified in the Subprocessor Schedule supplied with this Agreement. Before adding or replacing a subprocessor, Springpod will give the Client written notice of its identity, purpose and processing locations, allowing at least 30 days for the Client to raise a reasoned objection on data protection grounds. Springpod will resolve any objection before the proposed subprocessor processes the personal data Springpod processes for the Client (Client Personal Data), or agree an alternative or termination of the affected service with the Client. Springpod will impose equivalent data protection obligations on each subprocessor by written contract, remain responsible to the Client for each subprocessor's performance, and meet applicable international transfer requirements. Companies in the Springpod group are subject to the same requirements and will not be engaged as subprocessors unless they actually process Client Personal Data.

17.14. Subprocessor Schedule. Springpod will maintain an up-to-date schedule listing each subprocessor of Client Personal Data, its purpose and its processing and support access locations, and will provide it to the Client with this Agreement or on request.

17.15. Where the Client signed an earlier version of these terms, or agreed amendments, those signed terms continue to govern until the Client agrees this version. Any stricter subprocessor restriction agreed with the Client continues to apply.

17.16. Neither party shall transfer personal data outside the UK without agreeing with the recipient that includes such provisions as standard contractual clauses ("SCCs") or Data Bridges supported by a relevant assessment, unless the data is to be transferred to a territory that has been granted an adequacy status. Springpod hosts its main platform with Amazon Web Services in the Europe (Ireland) region and relies on UK adequacy regulations for that hosting.

17.17. Nothing in this Agreement shall limit either party's ability to act as a data controller independently and for their purposes outside this Agreement's scope, subject to that party satisfying their obligations in terms of lawfulness, transparency, and all other applicable data protection regulations.

Lawfulness of processing

17.18. To create an account on Springpod.com, students are required to provide the following information:

17.18.1. Full name

17.18.2. Email address, which becomes their username (validated using two-step verification)

17.18.3. Password, created by the student in line with ISO27001 standards

17.18.4. Confirmation that they are aged 13 or over

17.18.5. Details of their activity on the site

17.18.6. Information relating to their educational and work experience activity

17.18.7. Students must also agree to the Springpod.com Terms of Use before account creation is complete.

Springpod processes this information as a data controller, relying on the lawful basis of legitimate interests under UK GDPR Article 6(1)(f). This processing is necessary to deliver and support educational and career-based services to students and uphold platform security.

17.19. To support clients' obligations under the Equality Act 2010 and to improve service access and fairness, students are also invited to provide additional data, optionally:

17.19.1. School

17.19.2. Year group

17.19.3. Gender

17.19.4. Ethnicity

17.19.5. Other project-specific demographic information

Where this optional information is collected to support the Client's own equality monitoring, the Client is the controller for that processing and Springpod acts as the Client's processor. The Client determines and documents its applicable Article 6 lawful basis and, where the information includes special category data, its Article 9 condition. Where relevant, that condition is Article 9(2)(g) UK GDPR together with paragraph 8 of Part 2 of Schedule 1 to the Data Protection Act 2018, concerning equality of opportunity or treatment. That condition does not extend to measures or decisions about a particular data subject, and the information shall not be used to provide personalised careers advice or to make individual employment, recruitment or selection decisions. Springpod processes this information only under the Client's documented instructions and in accordance with the Data Processing Agreement in this clause 17. Where the optional information is used for Springpod's own platform purposes, Springpod is the controller and relies on legitimate interests under Article 6(1)(f). This applies in accordance with the Equality Act 2010 and relevant Springpod and Client safeguarding policies.

17.20. Students may be contacted for marketing or information about relevant opportunities where they have given consent for that to be done.

17.21. Springpod maintains appropriate safeguards, including a legitimate interest assessment and clear opt-out mechanisms, and will not process data beyond what is necessary for its stated purpose.

18. How Springpod Uses Personal Data Relating to the Client

18.1. For an employee of Client to have an account on Springpod.com (where applicable), they need to input the following information:

18.1.1. Their name.

18.1.2. Their email address, which becomes their username (validated by two-step verification).

18.1.3. Their password, which is created by themselves, applying the standards required by ISO27001.

18.1.4. The client that employs them.

18.2. Springpod collects this information as a data controller under Article 6(1)(b) UK GDPR to create and administer the account and to perform this Agreement.

18.3. Clients will have access to the information required to fulfil this Agreement. Access shall be limited to authorised users of the Client, to the programme or programmes for which the Client is responsible, and to the information necessary for the monitoring, equality monitoring and programme-reporting purposes permitted under this Agreement. No Client shall be given access to information belonging to another client's programme. Where the ordered Service relates to a programme that is reported through the Widening Access Demonstrator (WAD), an internal reporting framework managed and used by NHS England (NHSE), relevant participant and programme information will be supplied or made available to NHS England for monitoring, equality and programme-reporting purposes for use within WAD. WAD is not provided or operated by Springpod and participants do not access it through Springpod.

18.4. Springpod will help the Client respond to data subjects who wish to exercise their rights of access, erasure, and restriction by notifying them of such requests in a reasonable time.

18.5. Springpod will use information relating to the Client's employees to manage the relationship, provide services for assessment and analysis, meet obligations to any relevant regulatory authority, develop and improve services, and protect their interests. By "information", we mean any information about the Client provided.

18.6. Where Client employees provide personal information relating to others (e.g., colleagues, partners, directors), they shall ensure that they only do so if they can demonstrate a lawful basis.

18.7. Springpod will retain information collected about the Client for as long as permitted for legitimate business purposes.

19. Safeguarding

19.1. In performing their obligations under this Agreement, both parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force, including the U.K. Modern Slavery Act 2015 and ensure that each of its Contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, and codes from time to time in force including the U.K. Modern Slavery Act 2015.

19.2. Both parties to this Agreement must ensure that their behaviour promotes and allows all people, with particular emphasis on children, to live free from:

- 19.2.1. Harm and abuse (physical, sexual (including sexual harassment) and emotional (including the abuse of power/trust and coercion),
- 19.2.2. Exploitation - (physical & sexual),
- 19.2.3. Neglect,
- 19.2.4. Discrimination, and
- 19.2.5. Human trafficking.

20. Indemnities

20.1. The Parties shall indemnify the other against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- 20.1.1. any breach of confidentiality obligations under this Agreement;
- 20.1.2. any infringement of intellectual property rights; or
- 20.1.3. any breach of applicable Data Protection Laws.

20.2. Springpod's total aggregate liability under this Clause 20 for all claims in any twelve months shall not exceed two hundred percent of the Fees paid or payable in that period. This cap does not apply to liability that cannot be limited by law.

20.3. Nothing in this Clause shall limit either party's liability for fraud, wilful misconduct, or any liability which cannot be limited by law.

21. Limitation Of Liability

21.1. Subject to Clause 21.2, the total aggregate liability of each party to the other under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid or payable by the Client under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

21.2. Nothing in this Agreement shall limit or exclude either party's liability for:

- 21.2.1. death or personal injury caused by negligence;
- 21.2.2. fraud or fraudulent misrepresentation;
- 21.2.3. wilful misconduct; or
- 21.2.4. any other liability which cannot be lawfully excluded or limited.

21.3. Neither party shall be liable for any indirect or consequential losses, loss of profit, loss of business, or loss of anticipated savings, except where arising as a direct result of a breach of Clause 16 (Confidentiality), Clause 17 (Data Protection), or Clause 20 (Indemnities).

22. USA Specific Terms

22.1. Interpretation

22.2. The terms contained in this section 22 apply to any Client operating in the United States.

22.3. To the extent of any conflict between the terms of this section 22 and the terms of the main body of this Agreement, the terms of this section 22 will supersede to the extent of the conflict.

22.4. This Agreement is formed between the organisation identified in the applicable Order ("Client") and Springpod Inc., a Delaware Corporation. ("Springpod", "we", "us", or "our").

22.5. Notwithstanding anything to the contrary in this agreement, Springpod:

- 22.5.1. Makes no representation or warranty of any kind, whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever;
- 22.5.2. Expressly disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement; and
- 22.5.3. Does not warrant that any information provided through the Services is accurate or complete, or that any information provided through the Services will always be available, and Springpod exercises no control over and expressly disclaims any liability arising out of or based upon the results of the client's use of the Services.

22.6. The base interest rate used to calculate applicable interest charges in Section 6.9 will be the federal funds rate as published by the Federal Reserve of the United States.

22.7. We may send e-mails concerning our products and services, as well as those of third parties. The client may opt out of any promotional e-mails by following the unsubscribe instructions in the promotional e-mail itself.

22.8. Except as described in this section 22, Client and Springpod agree that every dispute arising in connection with this Agreement, the Services, or communications from Springpod will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or

after the termination of this Agreement. The arbitrator will resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

22.9. Disputes arising under this agreement will be resolved through arbitration in the respective client's jurisdiction.

22.10. Client understands and agrees that, by entering into this agreement, Client and Springpod are each waiving the right to a trial by jury or to participate in a class action.

22.11. Although we are agreeing to arbitrate most disputes between us, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to:

22.11.1. bring an individual action in small claims court;

22.11.2. pursue an enforcement action through the applicable federal, state, or local agency if that action is available;

22.11.3. seek injunctive relief in a court of law in aid of arbitration; or

22.11.4. to file suit in a court of law to address an intellectual property infringement claim.

22.12. This arbitration agreement, and any arbitration between Springpod and Client, is subject to the Federal Arbitration Act and will be administered by JAMS under the rules applicable to consumer disputes (collectively, "JAMS Rules") as modified by this Agreement. The JAMS Rules and filing forms are available online at www.jamsadr.org, by calling JAMS at +1-800-352-5267 or by contacting Springpod.

22.13. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified mail. U.S. Mail or by Federal Express (signature required), or, only if that other party has not provided a current physical address, then by e-mail ("Notice of Arbitration"). The Notice of Arbitration must: (a) identify the name of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, Client or Springpod may commence an arbitration proceeding. If Client commences arbitration in accordance with this Agreement, Springpod will reimburse Client for Client's payment of the filing fee, unless Client's claim is for more than US$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the JAMS Rules will decide the payment of any fees. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

22.14. Any arbitration hearing will take place in the State of Delaware unless we agree otherwise or, if the claim is for US$10,000 or less (and does not seek injunctive relief), Client may choose whether the arbitration will be conducted: (a) solely based on documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in Delaware. During the arbitration, the amount of any settlement offer made by Client or Springpod must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

22.15. Except as provided in this section 22, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards Client an amount higher than the last written settlement amount offered by Springpod before an arbitrator was selected, Springpod will pay Client the higher of: (a) the amount awarded by the arbitrator and (b) US$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

22.16. Client and Springpod agree that each may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both client and Springpod agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

22.17. If Springpod makes any substantive change to this arbitration provision, Client may reject the change by sending us written notice within 30 days of the change, in which case Client's account with Springpod may be immediately terminated, and this arbitration provision, as in effect immediately prior to the changes Client rejected, will survive.

22.18. If this section 22 is found to be unenforceable, then the entirety of this section 22 will be null and void, and, in that case, the exclusive jurisdiction and venue described in Clause 23.6 below will govern any action arising out of or related to this Agreement.

22.19. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its rules of conflict of laws. Subject to Clause 21.6 of this Addendum, the parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States of America located in such state (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the Delaware Courts, and agree not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum.

23. Other Important Terms

23.1. The Client may not assign, subcontract, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without Springpod's prior written consent, except to an Affiliate in connection with a bona fide internal reorganisation, provided the Client gives prior written notice and remains responsible for performance. Springpod may assign or transfer its rights or obligations at any time.

23.2. Despite anything else in this Agreement, except with respect to the obligation to pay Fees, neither party will be liable for any delay in performing its obligations under this Agreement if events beyond its reasonable control cause that delay. The affected party will be entitled to an appropriate extension of time to perform its obligations.

23.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.4. This Agreement, together with any relevant orders or other written confirmations such as variation letters, constitutes the entire agreement between the parties in respect of the provision of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. 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 or any relevant additional terms.

23.5. Variation Letters shall only be effective if expressly agreed in writing and signed by both parties, subject to Clauses 5.3 and 5.4.

23.6. All notices to be given under this Agreement must be in writing (which shall include email) and sent to the recipient's address set out in the Order or any other address which the recipient may tell the other in writing.

23.7. This Agreement shall be governed by and construed in accordance with English Law without regard to its rules of conflict of laws. The parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of England (the "**English Courts**") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the English Courts, and agree not to plead or claim in any English Court that such litigation brought therein has been brought in any inconvenient forum.