

## CCS INSIGHT DISTRIBUTOR TERMS AND CONDITIONS

These Terms and Conditions shall apply to the contract for distributor agreements entered into by Clickchart Ltd, trading as CCS Insight, unless otherwise agreed. CCS Insight wishes to appoint sales agents to sell certain products. The Agent accepts that it is appointed as a non-exclusive agent on and subject to the terms of this Agreement. Each party warrants that it has all necessary power and authority to enter into this Agreement and that performance of its obligations under this Agreement shall not violate the terms of any other contract, covenant or agreement with any third party.

### DISTRIBUTOR TERMS AND CONDITIONS

#### 1. DEFINITIONS

1.1. The following definitions shall be used throughout the Agreement:

1.1.1. "Agent's Employees" means employees or contractors of the Agent providing services under this Agreement.

1.1.2. "Commencement Date" means the date that CCS Insight counter-signs this Agreement.

1.1.3. "Control" means the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

1.1.4. "Customer(s)" means a customer in the Territory who has purchased the Product(s) from the Agent on behalf of CCS Insight in accordance with the terms of this Agreement.

1.1.5. "Customer Details" shall include name, delivery address to which invoices and notices are supplied, contact email address, Products ordered, subscription Commencement Date or Renewal Date (as applicable) and any other data required to enable CCS Insight to supply the Products to a Customer at the agreed date.

1.1.6. "Data Protection Law" means all applicable statutes, laws, secondary legislation or regulations pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data, including without limitation the Data Protection Act 1998.

1.1.7. "CCS Insight Content" means any data or information supplied by CCS Insight to the Agent to carry out the services under this Agreement.

1.1.8. "Initial Term" means the period of 12 months from the Commencement Date.

1.1.9. "Intellectual Property" means any patent, copyright, registered design, unregistered design right, trade mark, service mark, goodwill, rights in passing off, know-how, trade secrets, confidential information or other industrial or intellectual property, together with any applications or extensions, whether or not registered, arising anywhere in the world whether in existence now or in the future.

1.1.10. "Local Regulations" means any and all laws and regulations applicable to Products in the Territory.

1.1.11. "New Business" means a customer that has not been a Customer of CCS Insight in the preceding 12 months from the date of this Agreement

1.1.12. "Personal Data" has the meaning given to it by the Data Protection Act 1998.

1.1.13. "Products" means the subscription products set out in clause 1 of the Agreement, as amended from time to time by CCS Insight.

1.1.14. "Quarter" means each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December.

1.1.15. "Renewal Date" means the anniversary of the subscription Commencement Date or the anniversary of the prior Renewal Date.

1.1.16. "Renewal Period" shall have the meaning given to it in clause 7.1.

1.1.17. "Sale Price" means the prices specified by CCS Insight from time to time in force in relation to any Product which will be supplied by CCS Insight to the Agent.

1.1.18. "Standard Terms and Conditions" means CCS Insight's standard terms and conditions <https://ccsinsight.com/termsandconditions> and order confirmation form for the sale of Products in the Territory set out, as may be varied from time to time by notification in writing by CCS Insight, or on such other terms and conditions as CCS Insight may at any time specify in writing to the Agent.

1.1.19. "Term" means the Initial Term as such may be extended or renewed from time to time.

1.2. Clause and Schedule headings shall not affect the interpretation of this Agreement. References to clauses and Schedules are to the clauses and Schedules of this Agreement.

1.3. The Schedules are part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes said Schedules.

1.4. References to including and includes shall be deemed to mean respectively including without limitation.

1.5. Words in the singular shall include the plural and vice versa as may be appropriate given the context in which such words are used, however, this general rule of construction shall not be applied where the effect would be to expand the meaning of any terms used in this Agreement that have herein defined meanings.

1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7. Any obligation in this Agreement on a person or party not to do something includes an obligation not to agree or allow that thing to be done.

1.8. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

#### 2. CCS INSIGHT'S OBLIGATIONS

2.1. CCS Insight undertakes and agrees during the Term to provide the Agent with:

2.1.1. price lists and Standard Terms and Conditions from time to time as may be necessary for use by the Agent in the Territory;

2.1.2. any advertising and promotional material that CCS Insight determines (in its sole discretion) to make available to the Agent;

2.1.3. any necessary training required by the Agent and the Agent's Employees; and

2.1.4. all Commission due under this Agreement.

2.2. CCS Insight shall be responsible for providing the Customer with log-in details for their account.

#### 3. AGENT'S OBLIGATIONS

3.1. Specific obligations regarding sales and marketing and billing shall be set out in the relevant schedule.

3.2. The Agent warrants and represents that throughout the Term it will:

3.2.1. carry out the services set out in this Agreement with all reasonable care and skill, in accordance with all applicable laws (including any Local Regulations), promptly and in a professional, and courteous manner in accordance with industry best practice; 3.2.2. use Personnel who possess the skill and experience appropriate to the task which they are allotted and to maintain the minimum number of trained Personnel; and

3.2.3. ensure that Customers enter into subscription agreements for the purchase of Products on the Standard Terms and Conditions to the exclusion of any other terms of supply.

3.3. In consideration of the right to receive Commission on Approved sales of Products in the Territory, the Agent undertakes and agrees with CCS Insight at all times during the Term:

3.3.1. to act towards CCS Insight conscientiously, in good faith and not to allow its interests to conflict with (a) the duties it owes to CCS Insight under the Agreement or (b) applicable law;

3.3.2. to ensure that Customers enter into subscription agreements for the purchase of Products on the Standard Terms and Conditions to the exclusion of any other terms of supply.

3.3.3. not to act in a way which will incur any liabilities on behalf of CCS Insight nor to pledge the credit of CCS Insight;

3.3.4. to maintain records of subscription renewal dates in relation to Products sold and to liaise with Customers at least 60 days in advance of the relevant renewal dates to secure renewals and related payment in a timely manner;

3.3.5. not do or omit to do anything which CCS Insight reasonably considers could be prejudicial to its goodwill or commercial interest

3.3.6. to comply with all reasonable and lawful instructions of CCS Insight from time to time concerning the marketing and sale of Products in the Territory;

3.3.7. to act in accordance with sound commercial principles in its relations with Customers and potential customers of the Products in the Territory;

3.3.8. to use reasonable endeavours to enhance and promote the name, reputation and goodwill of CCS Insight in the Territory;

3.3.9. to maintain and, upon request, supply promptly to CCS Insight in such format as reasonably requested by CCS Insight, an accurate and up to date list of Customers;

3.3.10. to describe itself in all dealings with Customers and prospective customers and in all associated advertising and promotional material and (if any description is provided there) at its premises as an Agent of CCS Insight but otherwise not hold itself out as representing CCS Insight except in accordance with the terms of this Agreement;

3.3.11. to maintain at its own expense appropriate offices, stores and display and administration facilities and systems as may be necessary for the effective performance of its duties under this Agreement and to employ suitably qualified personnel to ensure the proper fulfilment of the Agent's sales representative obligations under this Agreement;

3.3.12. to keep CCS Insight fully informed of its activities concerning the promotion and sale of Products and to provide CCS Insight with such information and reports on request as are reasonably required by CCS Insight and in particular to furnish regular reports to CCS Insight of the sales of Products upon request;

3.3.13. to inform CCS Insight promptly and in writing of any complaint or after-sales enquiry concerning Products received by the Sales Representative and to provide CCS Insight with such assistance as it reasonably requires in handling such complaint or after-sales enquiry;

3.3.14. to inform CCS Insight promptly and in writing of any order or enquiry concerning a Product received by it for supply outside the Territory;

3.3.15. not to take part in any dispute or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings, on behalf of CCS Insight;

3.3.16. to indemnify CCS Insight against any liabilities incurred by CCS Insight as a result of the Agent breaching any law in force (including any Local Regulations) in the Territory;

3.3.17. to keep (during the Term and for at least 2 years following termination) full, proper and up-to-date books of accounts and records showing clearly all enquiries, transactions, sales and proceedings undertaken by the Agent relating to the Products and allow the authorised representatives of at any reasonable time to have access to the Agent's premises (or to arrange for CCS Insight's authorised representatives to have access to other relevant premises) for the purpose of inspecting such books and records;

3.3.18. not to enter into any special or split payment, discount or commission arrangement concerning Products with any third party without CCS Insight's prior approval in writing.

3.4. The Agent shall indemnify CCS Insight on demand from and against any and all losses, claims, damages, costs, expenses (including legal fees) and other liabilities which CCS Insight may sustain or incur as a result of the Agent's breach of any of the warranties set out in this clause 3.

#### 4. COMPLIANCE WITH LAWS AND REGULATIONS

4.1. The Agent shall be responsible for obtaining any and all licences, registrations, permits or approvals necessary or required for the promotion, marketing, offering for sale and sale of Products in the Territory and shall ensure that it is aware of and complies with any international sanctions and or embargoes, which may prevent the Agent from promoting, marketing, offering for sale or selling Products within a certain country.

4.2. The Agent shall comply with all Local Regulations concerning marketing and selling, and with all and any conditions binding on it in any licences, registrations, permits and approvals referred to in clause 4.1.

4.3. The Agent shall give CCS Insight as much advance notice in writing as reasonably possible, but in any event not less than 90 days, of any prospective or actual changes in the Local Regulations or any prospective or actual change in any condition in any licence, registration, permit or approval as referred to in clause 4.1 which will materially affect either party's performance of this Agreement.

4.4. The Agent shall, in no event, be permitted to sell in any sanctioned or embargoed countries including but not limited to the following, as advised by CCS Insight from time to time:

4.4.1. Cuba

7.1.1. by CCS Insight giving six months' prior written notice to the Agent at any time: or  
7.1.2. by the Agent upon giving six months' prior written notice to CCS Insight at any time.



<p>4.4.2. Iran 4.4.3. North Korea 4.4.4. Sudan 4.4.5. Syria</p> <p><b>5. DATA PROTECTION</b></p> <p>5.1. In the event that the Agent processes Personal Data provided by CCS Insight or a Customer it shall only do so in accordance with all applicable laws, take all appropriate technical and organisational security measures to ensure that the CCS Insight Personal Data is protected against loss, destruction or damage, and against unauthorised access, use, modification, disclosure or other misuse, and that only Personnel authorised by CCS Insight have access to the CCS Insight Personal Data.</p> <p>5.2. Agent shall ensure that it and its Personnel shall not:</p> <p>5.2.1. process any Personal Data other than as reasonably necessary to provide the services under this Agreement or as otherwise expressly instructed by CCS Insight, and such Personal Data shall be treated as Confidential information of CCS Insight;</p> <p>5.2.2. use Personal Data only for the purposes of fulfilling its obligations under the Agreement and to comply with CCS Insight's instructions from time to time in connection with use of such Personal Data, and not retain Personal Data any longer than necessary for these purposes; and</p> <p>5.3. Agent shall immediately notify CCS Insight when it becomes aware of a breach of this clause 5, including any unintentional loss or disclosure of Personal Data.</p> <p>5.4. The Agent shall indemnify CCS Insight on demand from and against any and all losses, claims, damages, costs, expenses (including legal fees) and other liabilities which CCS Insight may sustain or incur as a result of a breach of the provisions of this clause 5.</p> <p><b>6. INTELLECTUAL PROPERTY</b></p> <p>6.1. The Agent acknowledges and agrees that all Intellectual Property in and to the Products, any advertising and promotional material supplied under clause 6 of the Agreement and CCS Insight's business, and the goodwill connected with that, vests and shall remain vested in CCS Insight or, where appropriate, its licensors.</p> <p>6.2. CCS Insight hereby grants to the Agent a non-exclusive, non-transferable, licence for the Term, to use the Intellectual Property in and to the CCS Insight Content solely to the extent necessary to fulfil its obligations under this Agreement.</p> <p>6.3. The Agent accepts that:</p> <p>6.3.1. other than as expressly set out in this Agreement, it shall have no right to use or allow others to use CCS Insight's or its licensor's Intellectual Property or any part of it; and</p> <p>6.3.2. it shall not seek to register any Intellectual Property belonging to CCS Insight or its licensor or any company name, trade name or domain name which consists wholly or partly of CCS Insight or of any member of the group of companies to which CCS Insight belongs or anything confusingly similar to the foregoing.</p> <p>6.4. The Agent shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with CCS Insight's rights in its Intellectual Property.</p> <p>6.5. CCS Insight may require (at its own expense) the Agent to do or procure to be done all such further acts and things (including the execution of documents) as it shall reasonably require to give CCS Insight the full benefit of the provisions of this clause.</p> <p>6.6. The Agent shall promptly give notice in writing to CCS Insight in the event that it becomes aware of any infringement or suspected infringement of CCS Insight's Intellectual Property.</p> <p>6.7. In the case of any matter falling within clause 6.6:</p> <p>6.7.1. CCS Insight shall, in its absolute discretion, determine what action, if any, shall be taken in respect of the matter;</p> <p>6.7.2. CCS Insight shall have sole control over and shall conduct any consequent action as it shall deem necessary;</p> <p>6.7.3. the Agent shall, at the expense of CCS Insight, provide all reasonable assistance to CCS Insight (including the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by CCS Insight; and</p> <p>6.7.4. CCS Insight shall pay all costs in connection with that action and shall be entitled to all damages and other sums which may be paid or awarded as a result of any such action.</p> <p>6.8. CCS Insight warrants that Agent's use of the Products in accordance with the terms of this Agreement shall not infringe a third party's intellectual property rights.</p> <p>6.9. Subject to compliance by the Agent against clause 6.10 at all times, CCS Insight shall indemnify the Agent from and against any direct loss, damages and expenses which Agent suffers as a result of a claim brought or established against the Agent as a direct result of CCS Insight's breach of the above warranty in clause 6.8 ("IP Claim"). This indemnity shall not apply where the IP Claim is brought as a result of the Agent's use of the Products in breach of these terms and/or the modification of the Products.</p> <p>6.10. The Agent shall:</p> <p>6.10.1. notify CCS Insight in writing as soon as practicable upon becoming aware of the IP Claim made against it;</p> <p>6.10.2. not admit liability or agree to any settlement or compromise in relation to the IP Claim without CCS Insight's prior consent in writing (not to be unreasonably withheld or delayed);</p> <p>6.10.3. allow CCS Insight to assume exclusive conduct of the IP Claim (which will include, but not be limited to, the exclusive right to conduct any proceedings or action, or negotiate the settlement of the IP Claim and to conduct all discussion and dispute resolution efforts in connection with the IP Claim) provided that CCS Insight consults with Agent at appropriate stages of the IP Claim; and</p> <p>6.10.4. at CCS Insight's request and expense give CCS Insight all reasonable assistance in connection with the IP Claim.</p> <p><b>7. DURATION AND TERMINATION</b></p> <p>7.1. This Agreement shall come into effect on the Commencement Date and, subject to earlier termination in accordance with this Agreement, shall continue in force for the Initial Term. Following expiry of the Initial Term, this Agreement shall automatically renew for further periods of 12 months (each such 12 month period being a "Renewal Period"): This Agreement may be terminated at any time during the Term:</p>	<p>7.2. Either party may give notice in writing to the other party terminating this Agreement with immediate effect if:</p> <p>7.2.1. the other party commits any serious breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within fifteen (15) business days of notice being given to it requiring it to be remedied, including if CCS Insight believes that Agent is failing to act in the interest of CCS Insight (in its absolute opinion, acting reasonably);</p> <p>7.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the other party's conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;</p> <p>7.2.3. an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or a receiver or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertakings or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party; or</p> <p>7.2.4. the other party ceases, or threatens to cease, to carry on business.</p> <p>7.3. CCS Insight may give notice in writing to the Agent terminating this Agreement with immediate effect if:</p> <p>7.3.1. there is a change of Control of the Agent; or</p> <p>7.3.2. the Agent purports to assign its rights or obligations under this Agreement; or</p> <p>7.3.3. the Agent fails to meet its Sales Targets for more than two subsequent Quarters.</p> <p><b>8. EFFECTS OF TERMINATION</b></p> <p>8.1. Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.</p> <p>8.2. On termination (for any reason) or expiry of this Agreement the Agent shall immediately:</p> <p>8.2.1. cease to promote, market, advertise or sell Products;</p> <p>8.2.2. cease to describe itself as a subscription Agent of CCS Insight and cease to use all trade marks, trade names and brand names of CCS Insight; and</p> <p>8.2.3. return (or at CCS Insight's option, destroy) all copies in its possession, control or custody of any documents and materials which embody the Intellectual Property belonging to CCS Insight and/or its licensor.</p> <p>8.3. Upon termination (for any reason) or expiry of this Agreement, each party shall return (or, at the other party's request, destroy) all Confidential information belonging to the other party.</p> <p>8.4. Upon termination (for any reason) or expiry of this Agreement, both parties shall retain the right to use the Customer Details.</p> <p>8.5. Termination (for any reason) or expiry of this Agreement shall not affect the operation of clauses 3.4, 6.1, 6.3, 9 to 13 inclusive and this clause 8.5, which remain in full force and effect.</p> <p>8.6. Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this Agreement, with the exception that CCS Insight shall pay and commission due to the Agent within 30 days.</p> <p><b>9. CONFIDENTIALITY</b></p> <p>9.1. Each party undertakes that it shall not at any time disclose to any person any Confidential information of the other party except as permitted by clause 9.2.</p> <p>9.2. Each party may disclose the other party's Confidential information:</p> <p>9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and</p> <p>9.2.2. as may be required by law, court order or any governmental or regulatory authority.</p> <p>9.3. No party shall use any Confidential information of the other party for any purpose other than to perform its obligations under this Agreement.</p> <p>9.4. The provisions of this clause 9 shall not apply to any information which:</p> <p>9.4.1. has become available to the public otherwise than in breach of this Agreement;</p> <p>9.4.2. is already in the lawful possession of the other party before receiving from the disclosing party;</p> <p>9.4.3. is received from a third party who was free to divulge the same;</p> <p>9.4.4. has been developed or created by the other party independently of the disclosing party.</p> <p><b>10. LIMITATION OF LIABILITY</b></p> <p>10.1. The provisions of this clause 10 set out the entire financial liability of CCS Insight (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Agent in respect of:</p> <p>10.1.1. any breach of this Agreement; and</p> <p>10.1.2. any representation, statement or tortious act or omission, including negligence arising under or in connection with this Agreement.</p> <p>10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.</p> <p>10.3. Nothing in this Agreement excludes or limits the liability of either party:</p> <p>10.3.1. for death or personal injury caused by negligence; or</p> <p>10.3.2. for any matter which it would be illegal to exclude or attempt to exclude liability; or</p> <p>10.3.3. for fraud or fraudulent misrepresentation.</p> <p>10.4. Subject to clause 10.3:</p> <p>10.4.1. each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall be limited to five (5) times the Commission payable in the 12 months prior to the date of claim; and</p> <p>10.4.2. neither party shall be liable to the other party for any claims for indirect loss or damage whatsoever (and howsoever caused) which arise out of or in connection with this Agreement.</p> <p><b>11. NOTICES</b></p> <p>11.1. Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by delivering the same to the address set out in this agreement (or any address subsequently notified) by courier, pre-paid registered post, facsimile</p>
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<p>transmission and except for any notice to terminate this Agreement, sending the same by email or other electronic communication.</p> <p>11.2. Any notice or information sent by post in the manner provided by clause 11.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the fifth day after the envelope containing it was so posted. Proof that the envelope containing any such notice or information was properly addressed, pre paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.</p> <p>11.3. In the case of a notice contained in an email or other electronic communication, provided that it was sent correctly to an address notified by the other party, such notice shall be deemed to be given at the expiration of 24 hours after the time it was sent.</p> <p><b>12. ANTI-BRIBERY AND CORRUPTION</b></p> <p>12.1. For the purposes of this clause the following definitions shall apply:</p> <p>12.1.1. "Anti-Corruption Laws" means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.</p> <p>12.1.2. "Personnel" means all officers, directors, employees, direct or indirect beneficial owners or shareholders, or any other party acting on behalf of relevant party.</p> <p>12.2. Neither the Agent nor its Personnel will, directly or indirectly, pay, offer, promise to pay or authorise the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Further, neither the Agent nor its Personnel has taken or will take, directly or indirectly, any action that would cause Agent or its Personnel to be in violation of Anti-Corruption Laws. The Agent agrees to make all Personnel conducting activities on behalf of CCS Insight available for compliance training as requested by CCS Insight, to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Agreement, and to make all such books and records available to CCS Insight's duly authorised representatives as deemed necessary by CCS Insight to verify Agent's compliance with Anti-Corruption Laws and this Agreement. CCS Insight may terminate this Agreement immediately upon written notice to the Agent where CCS Insight determines in good faith that the Agent has breached this provision, and the Agent shall indemnify CCS Insight from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this provision. This provision shall survive any termination of the Agreement.</p> <p><b>13. MISCELLANEOUS</b></p> <p>13.1. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.</p>	<p>13.2. Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.</p> <p>13.3. The Agent shall not assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, nor sub-contract nor appoint sub-Agents or delegates of any or all of its obligations under this Agreement without the prior written consent of CCS Insight.</p> <p>13.4. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.</p> <p>13.5. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be void (a "Void Provision");</p> <p>13.5.1. such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect, unless the Void Provision goes to a matter of payment or such term that is so fundamental to this Agreement that the remaining provisions do not reflect the parties' intent;</p> <p>13.5.2. if the Void Provision would be valid or enforceable if some part of it were deleted, the Void Provision shall apply with such modification as may be necessary to make it valid and enforceable; and</p> <p>13.5.3. if clause 13.5.2 is not possible, the parties shall attempt to substitute the Void Provision for a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the Void Provision.</p> <p>13.6. No term of this Agreement shall be enforceable under the Contracts (Rights of Third parties) Act 1999 by a third party.</p> <p>13.7. This Agreement may be executed in one or more counterparts each of which, when executed, shall be deemed to form part of and together constitute this Agreement.</p> <p>13.8. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.</p> <p>13.9. The Agent irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause 13.9 shall limit CCS Insight's right to take proceedings against the Agent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.</p>
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