

TERMS OF BUSINESS



1 SCOPE

- 1.1 These terms of business shall be applicable to all Assignments carried out by Minted Box Ltd for a Client, unless separate or modified terms are agreed in writing.
- 1.2 Minted Box Ltd is a limited liability company registered in England, No. 06844403, with registered office at White Lodge, Manor Road, Ripley, Woking, GU23 6JW.

2 DEFINITIONS

- 2.1 “**Acceptance Period**” means the period of time within which the Client must carry out the Acceptance Tests. The Acceptance Period is ten business days, unless otherwise stated in the Quotation.
- 2.2 “**Acceptance Certificate**” means a document in the form defined by Minted Box Ltd where, by signing, the Client certifies that the Deliverables meet the specifications required under the Assignment (both functional & non-functional) in every respect, that the relevant payment milestone has been met, and the Deliverable (where relevant) is ready to be put live.
- 2.3 “**Agreement**” means the Quotation incorporating these Terms of Business, once accepted by the Client.
- 2.4 “**Assignment**” means a task or set of tasks described in a Quotation.
- 2.5 “**Client**” means a customer who has commissioned an Assignment by accepting a Quotation.
- 2.6 “**Confidential Information**” means information concerning the business affairs of a party that is identified as confidential by that party (or by its nature is self evidently confidential) which is provided to or comes to the attention of the other party.
- 2.7 “**Fault**” means a discrepancy between the Technical Specification for the Deliverables agreed by the Client at the Design Sign Off, and the functionality, content or behaviour of the Deliverables themselves.

- 2.8 “**Deliverable**” means the software or documentation detailed on the Quotation (or as revised from time to time through the change process of clause 5.5) which are to be delivered as part of the Assignment.
- 2.9 “**Design Sign Off**” means the milestone in the Assignment where the Client has agreed to the full specification of the Deliverables to be produced. Design Sign Off may be achieved through demonstration of prototypes, or documentation of requirements in a Technical Specification.
- 2.10 “**Fee Rate**” means the daily fee rate to be applied for the Assignment when this is carried out on a time and materials basis.
- 2.11 “**Maximum Commitment**” means the total financial liability (less VAT) of the Client for an Assignment carried out on a time and materials basis.
- 2.12 “**Price**” means the fixed price agreed for the Assignment, as detailed in the Quotation (or as revised from time to time through the change process of clause 5.5).
- 2.13 “**Quotation**” means the written offer to carry out the Assignment.
- 2.14 “**Technical Specification**” means the specification of the Deliverables agreed at the Design Sign Off.

3 QUOTATIONS

- 3.1 Prior to the start of any Assignment, Minted Box Ltd shall issue a Quotation for the Assignment, providing:
 - An outline of the Assignment
 - Description of any Deliverables to be provided
 - The expected timescales
 - The Price for the Assignment (if to be executed on a fixed price basis) or Fee Rate and the Maximum Commitment (if on a time and materials basis)



- Any specific terms, commitments or responsibilities applicable to the Assignment

- 3.2 Each Quotation shall be deemed to incorporate these Terms of Business, including such addenda as may be relevant.
- 3.3 Quotations will have a validity of 30 days from the date of issue, unless otherwise stated.
- 3.4 Once accepted in writing by the Client, a Quotation becomes a contractually binding agreement between Minted Box and the Client (“**Agreement**”)

4 ASSIGNMENTS ON A TIME & EXPENSES BASIS

- 4.1 If the assignment is to be carried out on a time & materials basis:
- 4.1.1 Any timetable of work and/or delivery dates relating to the whole and each part of the Assignment shall be deemed to be estimates only; and
- 4.1.2 Minted Box Ltd gives no undertaking to complete the whole or any part of the Assignment for a fixed or ascertainable sum and, if such sums are referred to in relation to the Assignment, they shall be deemed to be estimates only.
- 4.2 Where work is carried out on a time & expenses basis, a record of the time spent by each Minted Box Ltd consultant on the Assignment will be maintained and submitted to the Client together with each invoice.
- 4.3 Unless identified as included on the Quotation, where out of pocket expenses are incurred in furtherance of the Assignments, these shall be separately detailed on the invoice.
- 4.4 If Minted Box Ltd determines that the Maximum Commitment is not sufficient to cover the expected future work, then Minted Box Ltd will bring this to the attention of the Client, and the Client will either increase the Maximum Commitment by notice in writing, or instruct a cessation of the work. The Client is not obliged to make payment for any work carried out by Minted Box Ltd in excess of the Maximum Commitment.

5 PROGRESS OF THE ASSIGNMENT

5.1 Specifications

To the extent that the specifications for the Deliverables are not provided by or referred to in the Quotation, the parties will work towards defining a Technical Specification during the first phase of the Assignment. This phase shall be deemed completed at the Design Sign off. As Minted Box Ltd requires a fully stable specification in order to build, implement and adequately test the desired Deliverables, the Technical Specification shall be deemed frozen at the Design Sign Off, and any further changes will be managed through the Minted Box Ltd change control process.

5.2 Timescales & Reporting

5.2.1 Any Assignment durations provided in the Quotation shall be reckoned from receipt of the initial Price instalment from the Client, as detailed in Clause 8.2.

5.2.2 The original timescales for the Assignment may be affected by the refinement of the specifications. Any necessary rescheduling will also be agreed at the Design Sign Off.

5.2.3 Minted Box Ltd will update the Client on progress against the expected timescales agreed at the Design Sign Off on a weekly basis.

5.2.4 If the Client fails or delays in fulfilling any of its agreed obligations and Minted Box Ltd is directly delayed in its performance under the Agreement then Minted Box Ltd may revise the timetable of work and/or delivery dates. Minted Box Ltd shall notify the Client within five Working Days that it has been so delayed, and the Client shall grant a reasonable extension for the performance of the Assignment, and, where relevant, shall agree to increase the Price to recompense Minted Box Ltd for such additional costs and expenses as may be consequential to the delay.

5.3 Acceptance

5.3.1 When Minted Box Ltd has completed the development and such testing and/or review of the Deliverables as it deems necessary or appropriate, the Deliverables will be made available to the Client for Acceptance Testing during the Acceptance Period. The Client shall carry out such testing and/or review as it

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shall require during the Acceptance Period, and shall promptly report any Faults found to Minted Box Ltd. When all such Faults reported during the Acceptance period (if any) have been corrected and delivered by Minted Box Ltd, and such correction demonstrated to the Client, the Deliverables shall be deemed to be accepted, and the Client will sign an Acceptance Certificate to confirm ("Acceptance").

5.3.2 Notwithstanding clause 5.3.1, in the event that the Client makes live commercial use of the Deliverables, then the Deliverables shall be deemed to have achieved acceptance, and any applicable Price instalment shall become due for payment.

5.4 In Service Warranty

5.4.1 Following acceptance of the Deliverables, the Client may report further Faults to Minted Box Ltd during a period of thirty calendar days, reckoned from the date of acceptance. Minted Box Ltd will provide corrections to all such Faults registered.

5.4.2 Any modification of the Deliverables other than by or with the consent of Minted Box Ltd shall immediately terminate the period of Fault correction provided under this clause 5.4.

5.5 Changes

5.5.1 At any time before completion of the Assignment, either party may request that some change be made to the Assignment, its scope, its delivery schedule or its method of delivery. Each party shall have the right to reject any such change requested by the other party but shall not exercise such right unreasonably. The documentation and approval of such change requests shall be made in accordance with Minted Box Ltd's change process.

5.5.2 Where any proposed change would impact on either the timescales or costs for Minted Box Ltd in delivering the Assignment, Minted Box shall assess the proposed change and shall inform the Client of such impacts.

5.5.3 When the parties agree to implement a change requested to the Supply, the details of such change shall be specified and confirmed in writing by the parties. The Supplier shall not be obliged to implement such change until such time as it shall have been so confirmed and any revision to the Price and any timetable of work and/or delivery dates shall have been agreed in writing.

6 THIRD PARTY SOFTWARE

- 6.1 Where Minted Box Ltd provides third party products as part of an Assignment, it shall act as agent for the Client only in such transaction, and the terms and conditions applicable to the use of such products shall be exclusively those as defined by the third party concerned. The Client hereby agrees to be bound by at all times by such terms and conditions.
- 6.2 The Customer acknowledges that the Deliverables may contain Open Source Software. Upon request, Minted Box Ltd will provide a manifest of the Open Source Software incorporated within the Deliverables.
- 6.3 If Open Source Software is used in conjunction with the deliverables, the Client must ensure that such use does not: (i) create, or purport to create, obligations of Minted Box Ltd with respect to the Deliverable; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Minted Box Ltd's intellectual property or proprietary rights in the Deliverables. The Customer may not combine the Deliverables with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Deliverables or any modifications thereto to become subject to the terms of the GPL.

7 SUPPORT SERVICES

- 7.1.1 Where included within the Quotation, support and maintenance for the Software ("**Support Services**") shall be governed by Addendum A to these Terms of Business.
- 7.1.2 Where Support Services are not included within the Agreement, Minted Box Ltd may agree to provide assistance to the Client on a time & materials basis at a rate of £600 per day.

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8 INVOICING & PAYMENT

- 8.1 Unless otherwise stated in the Quotation, the proportions of the Price for fixed price Assignments to be invoiced on the following milestones shall be:

Client accepts Quotation	30%
Design Sign Off	
Deliverables presented for acceptance testing	50%
Acceptance	20%

- 8.2 Note that for fixed price Assignments, work will not begin on the Assignment until payment for the first instalment has been received.
- 8.3 For Assignments on a time and materials basis, invoices shall be raised every two weeks. The invoice will be accompanied by a record of the time expended and the tasks addressed for each consultant engaged on the work.
- 8.3.1 Value Added Tax will be added to invoices at the rate then in force and shall be paid by the Client in addition to the agreed Fee Rate or Price.
- 8.3.2 Invoices are due for payment within 14 days of issue. Electronic invoices shall be valid, delivered by email to the nominated Client contact. Without prejudice to any other right or remedy available to Minted Box Ltd, Minted Box Ltd may suspend the supply of further services if any payment is more than 14 days overdue, and shall be entitled to charge the Client compensation and interest (both before and after any judgement) on any overdue amounts on at the rate laid down under the Late Payment of Commercial Debts Act 1998 as amended. Client shall be responsible for all costs incurred by Minted Box Ltd in order to recover due payments, including without limitation all professional fees and legal costs.
- 8.3.3 Invoices shall be paid in cleared funds to the following bank account:
- | | | | |
|-------|----------------|------------|----------|
| Bank: | Abbey Bank | Sort Code: | 09-01-27 |
| Name: | Minted Box Ltd | Account: | 38440784 |

9 MINTED BOX LTD WARRANTIES

- 9.1 Minted Box Ltd warrants that:

9.1.1 to the best of its knowledge and belief, no additional authorisation, consent, approval, filing or registration with any court or government department, commission, agency or third party is, at the Commencement Date, necessary or required for Minted Box Ltd to enter and give effect to this Agreement;

9.1.2 its obligations under this Agreement will be performed with due care, skill and diligence in accordance with the current standards normally practised by recognised firms in performing services of a similar nature;

9.1.3 the Deliverables, when used in accordance with its documentation, will not infringe the intellectual property rights of any person.

9.2 All other conditions, warranties, representations or terms concerning the performance of the Services which might otherwise be implied into this Agreement, whether by law, statute or otherwise, are hereby expressly excluded.

9.3 As part of or associated with the Assignment, Minted Box Ltd may give advice to the Client. Minted Box Ltd shall exercise reasonable skill and care in giving such advice but shall not be responsible for the accuracy of advice based on information supplied by the Client or third parties. Responsibility for the use to which the results of the Assignment are put shall remain with the Client.

9.4 It is understood and accepted that the sole recourse of the Client for breach of the warranties of this Clause 9 by Minted Box Ltd shall be the provisions of Clause 5.4.1.

10 CLIENT RESPONSIBILITIES

10.1 Client warrants and represents to Minted Box Ltd that it has the right and all necessary power and authority to enter into and perform this Agreement in accordance with its terms.

10.2 Client is responsible for the provision of any special tools and facilities reasonably needed to efficiently progress the Assignment (such as



specialist software packages), but not normal tools of the trade or personal productivity software.

- 10.3 Client is responsible for supplying and/or bringing to the attention of the Minted Box Ltd consultant any matter or information relevant to the Assignment which is known (or should reasonably be known) to the Client.
- 10.4 Client is responsible for making normal office facilities at the Client site available at no charge to the consultant provided that activities on such site are reasonably required, or such location is requested by the Client
- 10.5 Where participation by, or access by Minted Box Ltd to, the Client's own staff is necessary in relation to an Assignment, the Client agrees that such staff shall be available at the times agreed by the parties. In reaching such agreement, the Client shall endeavour to meet any reasonable timetable proposed by Minted Box Ltd. Furthermore, the Client shall ensure that such staff possess the appropriate skills and experience for the tasks assigned to them.

11 INTELLECTUAL PROPERTY

- 11.1 Assignments may be carried out on the basis of one of three different approaches to Intellectual Property, termed Standard, Shared or Exclusive IPR Terms. In this case the Standard approach is applicable.
- 11.2 Standard IPR Terms
 - 11.2.1 The Client shall retain title to and all intellectual property rights in all documents, materials, ideas, data or other information which constitute the pre-existing proprietary items of the Client and which are provided or made available to Minted Box Ltd for the purposes of the Assignment.
 - 11.2.2 Minted Box Ltd shall retain title to and all intellectual property rights in all documents, materials, ideas, data or other information which constitute the pre-existing proprietary items of Minted Box Ltd, or that are generated under the Assignment.
 - 11.2.3 Subject to the payment of the fees detailed in the Quotation, the Client is granted a worldwide, royalty-free, non-transferable, perpetual and irrevocable

licence to use any Deliverable from the Assignment for its own purposes only from Acceptance..

11.2.4 Where Deliverables incorporate Client pre-existing proprietary items, Client grants a royalty-free, transferable, perpetual, licence to Minted Box Ltd to use, modify and adapt such items but only for use with the Deliverables.

12 INDEMNITY

- 12.1 Subject to clauses 12.4, 12.5 and 16, Minted Box Ltd will indemnify, defend, and hold harmless the Client from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney's fees and expenses), which result from or arise in connection with any claim by a third party that any of the Deliverables licensed hereunder infringes upon any patent, copyright, trade secret, trademark, or other intellectual property right of any third party asserted under the laws of the United Kingdom. If any of the Deliverables is, or in Minted Box Ltd's reasonable opinion might be, held by a court of competent jurisdiction to infringe as set forth above, Minted Box Ltd shall, at its option and expense, either: (i) modify such contributions so as to avoid infringement; or (ii) procure the right for the Client to continue to use the affected contributions; or (iii) withdrawn the affected Deliverable and refund all fees paid by the Client for that Deliverable.
- 12.2 Minted Box Ltd shall have no liability for any claim of infringement arising as a result of: (i) Client's use of Deliverables in combination with any items not supplied or intended for use with the Deliverables as expressly authorized by Minted Box Ltd ; (ii) any modifications of the Deliverables by Client or its agents and end users. or (iii) any actions or claims of trademark infringement involving any marking or branding not applied by Minted Box Ltd. or (iv) any infringement arising from the direction or contribution of the Client to the Deliverable.
- 12.3 Subject to clause 12.4 and 12.5, Client will indemnify, defend, and hold harmless Minted Box Ltd from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney's fees and expenses), which result from, arise in connection with, or are related to the use, sale, distribution or derivation of derivative products from the Deliverables, except those claims for which Minted Box Ltd bears



responsibility under clause 12.1. The Client shall indemnify Minted Box Ltd against loss, liability and cost incurred by Minted Box Ltd, arising out of any claim of infringement of any third-party Intellectual Property Rights arising as a result of the use of Client contributions by Minted Box Ltd.

- 12.4 If a third party asserts any claim or allegation which, if proven, would trigger the indemnification obligations set forth in clauses 12.1 or 12.3, the indemnifying party shall be notified promptly of such claim by the indemnified party, and shall be given control of the defence or settlement thereof. Further, the indemnified party shall not make any admission of liability, agreement or compromise in relation to the claim (save where required by law or court order) which may be prejudicial to the defence or settlement of any claim, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and at the request of the indemnifying party, afford to the indemnifying party all reasonable assistance for the purpose of contesting any such claim, at the expense of the indemnifying party.
- 12.5 After notice from the indemnifying party to the indemnified party of its election to assume the defence of such claim or action, the indemnifying party shall not be liable to the indemnified party under this clause 12 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defence thereof. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from such liability on claims that are the subject matter of such proceeding.

13 CONFIDENTIALITY

- 13.1 Each party undertakes:
- 13.1.1 to keep Confidential Information of the other party confidential, to use and make copies of it only as reasonably required for the Assignment, and not to disclose to any third parties save as expressly permitted by the other party;

13.1.2 to exercise in relation to such Confidential Information no lesser security measures and degree of care than those which it applies to its own Confidential Information;

13.2 This clause shall not apply to Confidential Information which the recipient can show:

13.2.1 was already in its lawful possession at the date of disclosure by the disclosing party and is or becomes free of restriction on disclosure and use, or

13.2.2 is in or subsequently comes into the public domain other than by reason of any breach by the recipient of its obligations under this Agreement, or

13.2.3 has been disclosed to the recipient without restriction on disclosure and use by a third party who was entitled to make such unrestricted disclosure, or

13.2.4 is replicated by development independently carried out by or for it by the recipient or other person without access or knowledge of the Confidential Information.

13.3 In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the receiving party shall promptly notify the other party and reasonably assist that party in challenging such demand if that party wishes to do so. Unless the judicial demand shall have been limited, quashed or extended, the receiving party shall thereafter be entitled to comply with such demand to the extent required by law

14 DISPUTE RESOLUTION

14.1 The parties will use all reasonable endeavours to negotiate in good faith and settle any dispute that may arise out of or in relation to this Agreement, or any breach of it.

14.2 If any such dispute cannot be settled amicably within ten working days through negotiations at the level at which meetings are usually held, then the dispute shall be referred to the senior representatives nominated by the Managing Director or Chief Executive Officer of each party who will meet in good faith within ten working days in order to try and resolve the dispute.

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- 14.3 If the dispute or difference is not resolved as a result of the meeting of the senior representatives, either party may (at such meeting or within ten working days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral advisor or mediator before resorting to litigation.
- 14.4 Nothing contained herein shall restrict either party's freedom to commence legal proceedings before any competent court to preserve any legal right or remedy or protect any proprietary right or trade secret.

15 TERMINATION

- 15.1 Either party may serve on the other written notice of termination of this Agreement to take place with immediate effect if the other:
- 15.1.1 fails to observe or perform any material term or condition of this Agreement and such breach (if capable of remedy) continues for thirty (30) days after receipt of a written notice from the terminating party specifying the breach and requiring the same to be remedied; and/or
- 15.1.2 disposes of the whole or a substantial part of its undertaking, property or assets, or stops payment of its debts, and/or is made insolvent or admits insolvency or files a winding up petition under the Insolvency Act 1986 (or equivalent in the applicable jurisdiction of the Party, where this is not the United Kingdom) or files a petition seeking to take advantage of any other law providing for the relief of debtors or make a general Assignment for the benefit of its creditors or has a winding up petition filed against such other party which is not cancelled within 30 days.
- 15.2 The Client may terminate any Assignment entered into for convenience upon seven days prior notice in writing to the other party. In this event the Client shall pay Minted Box Ltd:
- 15.2.1 for each part of the Assignment performed up to and including the date of such termination on a time and materials basis at the Fee Rate agreed, or, if no such Fee Rate has been agreed, at £600 per day; and

15.2.2 for the costs and expenses relating to materials or services obtained, expended or ordered in connection with the Task which cannot reasonably be defrayed elsewhere.

15.2.3 If a fixed price has been agreed, a sum equivalent to 20% of the difference between the Price and the sum of the amounts detailed in clauses 15.2.1 and 15.2.2.

- 15.3 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 15.4 Termination of this Agreement shall automatically terminate any licence granted to the Client pursuant to clause 11 above.. The other provisions of this Agreement shall survive its termination for so long as may be necessary to give efficacy thereto.

16 LIMITS OF LIABILITY

- 16.1 Save as expressly provided in this Agreement there are no other conditions, non-fraudulent warranties or representations (express or implied) with respect to the Assignment and any warranty or representation implied by law are expressly excluded to the maximum extent permitted by law. The Client expressly affirms that it is not relying on any non-fraudulent warranty, condition or representation not contained or referenced in the Quotation.
- 16.2 Except as expressly set forth in this agreement, Minted Box Ltd makes no warranties or representations, express or implied, in fact or in law, with reference to the Minted Box Ltd Deliverables and it is expressly agreed that there is no warranty of satisfactory quality, merchantability or fitness for a particular purpose, express or implied, given by Minted Box Ltd with reference to the Deliverables.
- 16.3 Neither party shall be liable to each other for any indirect, consequential, incidental, punitive, exemplary or special damages or any direct or indirect loss of profits, revenue, goodwill, loss of data or anticipated savings whether sustained by the Customer or any other party even if advised of the possibility of such loss or damages.

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16.4 To the extent permissible in law, Minted Box Ltd's entire liability to the Customer in respect of all defaults shall be limited to the lesser of the total amount payable under the Agreement and £1,000,000.

17 PUBLICITY

- 17.1 Minted Box Ltd may list the Client as one of its customers (along with a brief description of the services provided) and may also use examples of publicly published materials produced under this Agreement in its sales and marketing materials.
- 17.2 With the prior consent of the Client, Minted Box Ltd may also issue press releases concerning the services, hyperlink to Client website, use materials produced under this Agreement in case studies or award competitions and/or use such materials in its investor relations material.
- 17.3 Minted Box Ltd and Client will mutually agree on a credit to be added to a single page of web sites produced under this Agreement, which will be substantially equivalent to "Produced by Minted Box Ltd " and on the size, location, style and prominence of the credit.

18 ASSIGNMENT AND SUBCONTRACTING

- 18.1 Neither Party may assign nor transfer a right or obligation under this Agreement without first obtaining written consent from the other party, such consent not to be unreasonably refused.
- 18.2 Minted Box Ltd shall have the right to subcontract its obligations under this Agreement, but shall remain responsible for such obligations.

19 GENERAL

- 19.1 The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
- 19.2 Unless expressly provided in this Agreement, no express term of this Agreement or any term implied under it is enforceable pursuant to the

Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

- 19.3 Neither Minted Box Ltd nor the Client shall be held liable to the other or be held in breach of this Agreement if prevented hindered or delayed in the performance or observance of its obligations hereunder (excepting payment obligations which shall not be subject to this Clause) resulting from acts beyond the reasonable control of a party.
- 19.4 The parties agree that this Agreement contains the entire agreement of them on the subject matter therein and supersede all prior agreements, understandings or arrangements between them
- 19.5 In the event that any provision of this Agreement is adjudged to be constructed so it is deemed to be in breach of any applicable law such that that provision is unenforceable, that provision shall be severed from this Agreement and the parties shall re-negotiate in good faith such offending provision and any related provisions.
- 19.6 In the event that the Client issues purchase orders which refer to a Minted Box Ltd Quotation (or any extension of such a Quotation), such purchase orders shall be regarded as for the administrative convenience of the Client only, and any terms and conditions attached to such purchase orders shall not form part of this Agreement nor be regarded as superseding this Agreement.
- 19.7 During and for a period of twelve (12) months after the termination of this Agreement, the Client shall not solicit the services of nor employ any personnel of Minted Box Ltd during the term of their employment/engagement or for a period of six (6) months following termination of their employment/engagement.
- 19.8 All notices which are required to be given under this Agreement will be in writing and will be sent to the address of the recipient set out on the Quotation or such other address as the recipient may designate by notice given in accordance with this clause. Any such notice may be delivered personally or by first class prepaid letter and will be deemed to have been received: (1) by hand delivery at the time of delivery; (2) by first class domestic post 48 hours after the date of mailing. Notice may not be given by email or similar means. Any service effected on a day which is not a business day shall be deemed served on the next business day.

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- 19.9 All rights and remedies of the parties hereto are separate and cumulative. The waiver or failure of either party to exercise in any respect any right or remedy provided herein shall not be deemed a waiver of any further right or remedy hereunder.
- 19.10 Nothing herein shall be construed to create an agency, partnership or joint venture relationship between the Client and Minted Box Ltd. No employee of either party shall at any time be considered or represented as an employee of the other party.
- 19.11 This Agreement shall be subject to, governed by, and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.